AGENDA

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS
Regular Meeting

Date: Thursday, November 12, 2026

Time: 8:00 AM

Place: Texas Southern University - Library Learning Center, 5th Floor, 3100 Cleburne Street, Houston, TX 77004

Chair: James M. Benham
Vice Chair: Lauren A. Gore
Second Vice Chair: Richard A. Johnson
Secretary: Marilyn A. Rose

I. **Call to Order**

- **The subjects to be discussed or considered, or upon which any formal action may be taken, are as listed below.**
- **Items do not have to be taken in the order shown on this meeting notice.**
- **Unless removed from the consent docket for separate consideration at the request of a Regent, items identified within the consent docket will be acted on at one time.**

II. **Roll Call**

III. **Prayer**

IV. **Conflict of Interest**

V. **Open Forum**

VI. **President's Report**
<u>Action Requested:</u> Information

- **State of the University Conversation Recap**
- **Enterprise Technology Modernization**
- **Workday Introduction**
- **Time Capsule Discovery**
- **Centennial Logo Reveal**

VII. **Consent Docket**

VII.A. Request Approval of the September 10, 2026 Board of Regents Meeting Minutes
Action Requested: Approval

VII.B. Request Approval to Negotiate and Execute a Contract for Preventive Maintenance of University Fire and Safety Protection Systems
Action Requested: Approval

VII.C. Request Approval to Negotiate and Execute a Contract with Parkway Chevrolet to Purchase SUVs for the Department of Public Safety
Action Requested: Approval

VIII. **Executive Session**

VIII.A. Texas Government Code - Section 551.071 - Consultation with University Attorneys on any matter in which the duty of the attorneys to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meeting Act, including any matter listed on this notice/agenda, pending or contemplated litigation, and proposed settlement agreements.

- Receive Legal Updates Regarding Pending Investigations, Compliance Matters, Risk-Mitigation Measures, Litigation, Claims, and Settlements

VIII.B. Texas Government Code - Section 551.072 - Deliberations Concerning Purchase, Lease or Value of Real Property.

VIII.C. Texas Government Code - Section 551.073 - Deliberations Concerning Negotiated Contracts for Prospective Gifts or Donations.

VIII.D. Texas Government Code - Section 551.074 - Deliberations Concerning the Appointments, Duties, Responsibilities, Evaluations or Dismissal of Personnel (including but not limited to the Regents, President, General Officers, and Executive Management Employees).

- Consider Request for Approval to Appoint Dr. Kimberley Davis as Dean for the College of Education
- Consider Request for Approval to Appoint Dr. Alan Caldwell as Dean for the School of Communications
- Consider Request for Approval to Appoint Dr. Shani Robinson as Dean for the School of Business

VIII.E. Texas Government Code - Section 551.089 - Deliberations Concerning Security Devices; Security Audits or Assessments; Deployments Relating to Information Resources Technology; Network Security System Information; Deployment, or Specific Occasions for Implementation, of Security Personnel, Critical Infrastructure, or Security Devices.

- Consider Internal Audit Report on Key Financial Systems Logical Access

IX. **Audit and Compliance Committee**
Presenters: Regent Alithea Z. Sullivan, Mr. Clyde McNeil, Chief Audit Executive, & Ms. Annette Linders, Compliance Partner

IX.A. Request Approval of Revisions to the Texas Southern University Internal Audit Charter to Align with the Institute of Internal Auditors' Global Internal Audit Standards and Generally Accepted Government Auditing Standards (GAGAS)
Action Requested: Approval

IX.B. Internal Audit Plan Update and Fiscal Year 2026 Annual Internal Audit Report
Action Requested: Information

IX.C. Internal Audit Report on Purchasing Cards (P - Card), Travel Cards (T - Card), and One Cards
Action Requested: Information

IX.D. Internal Audit Report on Key Financial Systems Logical Access
Action Requested: Information

IX.E. Internal Audit Report on Financial Close and Reporting
Action Requested: Information

X. **Administration and Finance Committee**
Presenters: Regent Lauren A. Gore & Mr. J'Maine Chubb, Chief Financial Officer/Vice President of Business & Finance

X.A. Request Approval for Funding Authority to Acquire Technology Services through Third-Party Sellers
Action Requested: Approval

X.B. Request Approval to Extend the Interim Campus Dining Services Agreement with SodexoMagic Through December 31, 2026
Action Requested: Approval

X.C. Request Approval to Negotiate and Execute an Agreement with Ellucian Company L.P. for Banner Saas Student Information System Modernization
Action Requested: Approval

X.D. Request Approval to Negotiate and Execute an Agreement with Iron Brick Associates, LLC for Workday Human Resources, Payroll, Finance, and Budgeting Software and Implementation Services
Action Requested: Approval

X.E. Texas Southern University Integrated Technology Environment: Student Platform – Front Porch Portal Update
Action Requested: Information

X.F. Update on Selection of Investment Management Services Firm – Bank of New York
Action Requested: Information

X.G. Update on Fiscal Year 2026 Year-to-Date Financial Performance and Financial Position
Action Requested: Information

XI. **Academic Affairs, Research and Student Life Committee**
Presenters: Regent Marilyn A. Rose & Dr. Carl B. Goodman, Provost/Senior Vice President of Academic Affairs

XI.A. Request Approval to Donate Two Redbird Flight Simulators Currently Owned by Texas Southern University's Aviation Science and Management Program
Action Requested: Approval

XI.B. Request Approval to Negotiate and Execute a Master Lease for Off-Campus Housing
Action Requested: Approval

XI.C. Request Approval of the General Education Core Curriculum Review for Texas Southern University
Action Requested: Approval

XI.D. Higher Education Research Security and Compliance (HERSC) - HB 127 Quarterly Update
Action Requested: Information

XI.E. Update on ASCEND 2030 Strategic Plan Milestones (Fall Report)
Action Requested: Information

XI.F. Update on Academic Affairs Highlights
Action Requested: Information

XII. **Development and Legislative Affairs Committee**
Presenters: Regent Richard A. Johnson, Mr. Charlie W. Coleman, Associate Vice President of Development & Alumni Engagement, & Dr. James E. White, Vice President of Government Affairs & Civic Engagement

XII.A. Request Approval to Establish Naming Rights for a Commemorative Large-Scale Aircraft Display Adjacent to the Leonard H.O. Spearman Technology Building
Action Requested: Approval

XII.B. Update on Legislative Appropriations Request Submission, Texas House Committee on Higher Education Interim Hearing, and Insight on the 90th Legislature
Action Requested: Information

XIII. **Personnel and Litigation Committee**
Presenters: Regent Paloma Z. Ahmadi, Dr. Ronald B. McKinley, Interim Vice President for Human Resources/Chief Human Resources Officer, & Mr. Charlie T. Nhan, General Counsel

XIII.A. Request Approval for Funding Authority for Proposed Incentive Plan for the University Advancement Division
Action Requested: Approval

XIII.B. Request Approval to Appoint Dr. Kimberley Davis as Dean for the College of Education
Action Requested: Approval

XIII.C. Request Approval to Appoint Dr. Alan Caldwell as Dean for the School of Communications
Action Requested: Approval

XIII.D. Request Approval to Appoint Dr. Shani Robinson as Dean for the School of Business
Action Requested: Approval

XIII.E. Request Approval of a 3% Market-Based Salary Adjustment for Eligible Texas Southern University Faculty and Staff, Effective November 1, 2026, Funded Within the Existing Fiscal Year 2027 Operating Budget
Action Requested: Approval

XIV. **Physical Facilities and Real Estate Committee**
Presenters: Regent Ben H. Proler & Ms. Melanie Jackson, Senior Associate Vice President of Operations and Facilities

XIV.A. Request Approval to Negotiate and Execute Contracts for Facilities, Maintenance, and Related Services
Action Requested: Approval

XIV.B. Request Approval of the Program of Requirements for the Proposed Thurgood Marshall Law Center
Action Requested: Approval

XIV.C. Request Approval to Negotiate and Execute a Contract for Fire Alarm System Upgrades for Transformation Village
Action Requested: Approval

XIV.D. Request Approval to Negotiate and Execute a Master Interagency Cooperative Contract with the Texas Facilities Commission
Action Requested: Approval

XIV.E. Request Approval to Negotiate and Execute a Contract with JE Wright for Nabrit Lobby Electrical and HVAC Systems Reconnections
Action Requested: Approval

XIV.F. Campus Master Plan Implementation and Capital Project Progress Update
Action Requested: Information

XV. **Adjourn**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: President Report

ITEM: President's Report

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
This presentation provides a high-level update on the University, including selected highlights, institutional progress, key developments, and ongoing efforts to advance the University's mission and strategic priorities under the ASCEND 2030 Strategic Plan.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
President's Presentation

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: This item is presented for information and discussion. No Board action is requested.

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/29/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb	10/29/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 30, 2026 09:10:52 CDT)	10/30/2026
PRESIDENT	**DATE**

Presidential Report

November 12, 2026

President J.W. Crawford III

ASCEND 2030: Moving Forward

Steady progress is delivering results for students, strengthening operations, and advancing the goals of ASCEND 2030.

ASCEND 2030 PRIORITIES

- **Student Achievement & Outcomes**
- **Academic Research & Innovation**
- **Operational Excellence**
- **Technology & Artificial Intelligence**

KEY ACTIONS UNDERWAY

Student Achievement & Outcomes
547 students advanced to sophomore standing (10/24/2026); 2,800+ recognized for academic achievement (Homecoming Week, 10/24/2026).

Academic Research & Innovation
26 proposals totaling $14.7M submitted;
23 federal grants totaling $23.3M received (FY27).
(as of 10/19/2026)

Operational Excellence
Removal of aging buildings underway;
students engaged in new campus clock tower design.
(10/2026)

Technology & Artificial Intelligence
Advancing modernization of core systems to improve efficency and integration.
(Ongoing)

THE IMPACT
Moving ASCEND 2030 Forward

- **Stronger Student Outcomes**
- **Accelerated Research & Innovation**
- **A More Efficient & Modern University**
- **A Connected, Future-Ready Institution**

Building a Stronger, More Efficient, and Student-Centered Texas Southern University.

The State of Texas Southern University

A Conversation with President J.W. Crawford III

Broadcast live on KTSU Radio

Key Themes from the Conversation

01 Student Success & Academic Achievement

Progress in student persistence and progression, supported by expanded academic advising and tutoring.

02 Campus Transformation & Strategic Growth

ASCEND 2030, campus revitalization, and long-term infrastructure investments.

03 Research, Innovation & Institutional Excellence

Expanding research capacity, strengthening leadership, and improving operations.

04 Alumni Engagement & the Next Century

Honoring TSU's legacy, strengthening alumni connections, and preparing for 2027.



President Crawford with SAVP of Development & Alumni Relations Charlie Coleman | October 2026

Enterprise Technology Modernization

A deliberate path to modernizing the student experience, student information system, and business operations.

OUR PATH TO TODAY

ASSESS. ENGAGE. ALIGN.

REVIEWED OUR TECHNOLOGY

Completed a comprehensive assessment of our systems, resources, and needs with the State of Texas and key partners.

LISTENED TO OUR CAMPUS

Engaged university leaders and system users to identify what's working, what needs to improve, and our priorities.

SET A SMART, PHASED PLAN

Starting with a six-month technology modernization to set adaptive foundation.

WHY IT'S NECESSARY

A MORE EFFICIENT, SUPPORTIVE, AND MODERN TSU.

MODERN, RELIABLE OPERATIONS

Upgrades key business systems to better support our people, finances, and daily operations.

A BETTER EXPERIENCE

Creates simpler, more consistent processes for faculty and staff.

STUDENT SUCCESS

Strengthens the systems and support that help students enroll, stay on track, and graduate.

LONG-TERM VALUE

Builds a strong, scalable foundation for continued improvement and future growth.

THE ROAD AHEAD

KEY STEPS TO KEEP US MOVING FORWARD.

1. **FINALIZE THE PLAN**
   Complete the six-month groundwork to prepare for the next phase.
2. **STRENGTHEN READINESS**
   Advance implementation planning, change support, and communication across the University.
3. **IMPLEMENT IN PHASES**
   Begin a phased rollout to bring new capabilities online and drive greater efficiency and service across TSU.

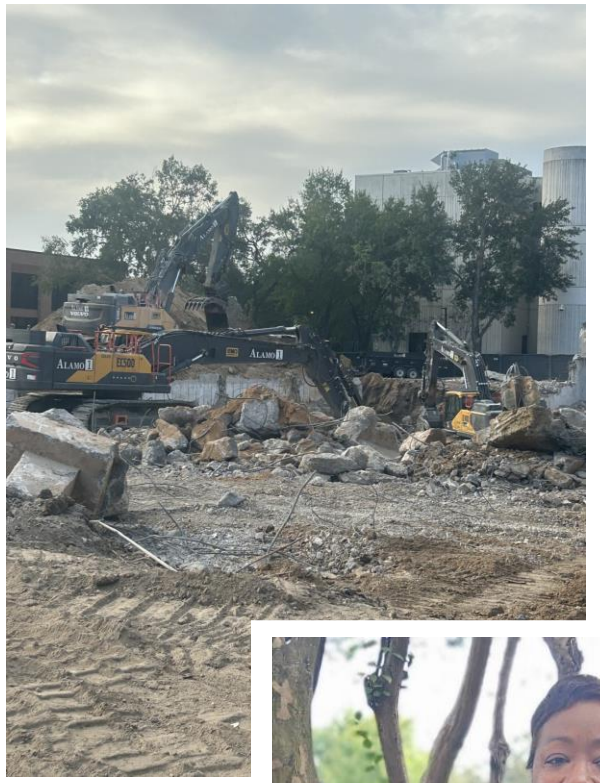
Workday Talent Development Partnership



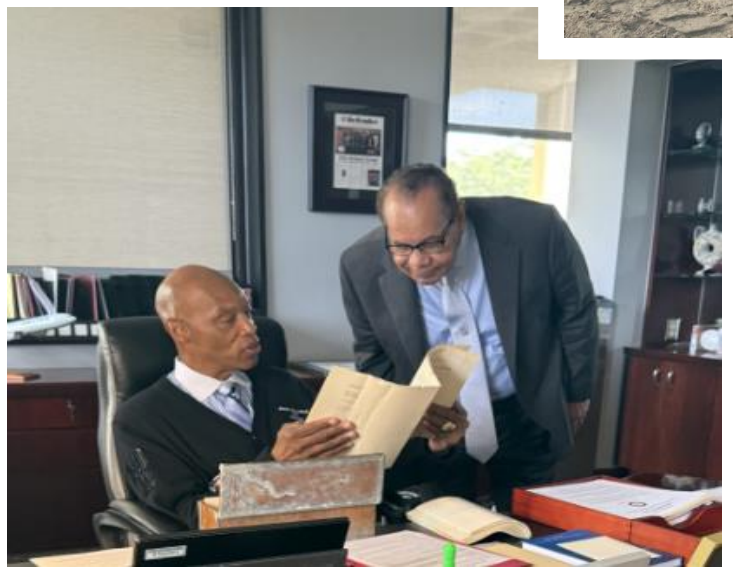
Unearthing Our Legacy

During demolition of the Terry Library, a time capsule was uncovered beneath a structural beam, offering a rare glimpse into the University's early history.

Its discovery comes at a particularly meaningful moment as Texas Southern University approaches its centennial, creating a remarkable connection between the institution's past and the next century of its legacy.









Celebrating 100 Years

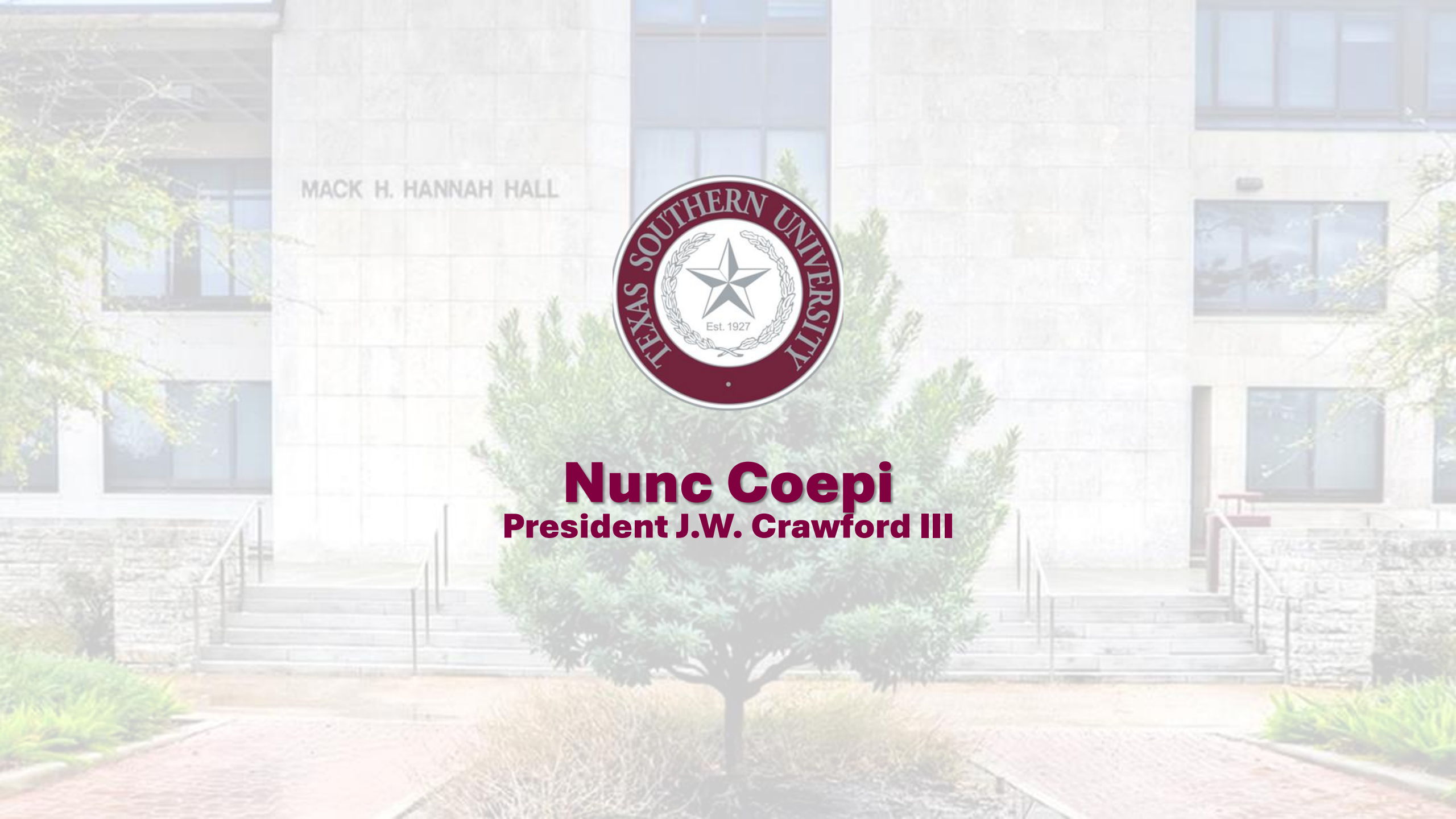
Centennial Logo Reveal





Strategic storytelling. Stronger visibility. Elevated impact.

Confidential – for internal use only



Nunc Coepi

President J.W. Crawford III

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Board Business

ITEM: Request Approval of the September 10, 2026 Board of Regents Meeting Minutes

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

- Regular Meeting on September 10, 2026

SUPPORTING DOCUMENTATION: Draft Minutes

FISCAL NOTE: No Fiscal Impact

ACTION REQUESTED: Approval

James M. Benham 11/3/26

BOARD CHAIR James M. Benham **DATE**

MINUTES OF THE
TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS
REGULAR BOARD MEETING
Thursday, September 10, 2026

Call to Order

The Board of Regents of Texas Southern University held a Regular Board meeting on Thursday, September 10, 2026. Mr. James M. Benham, Chairman of the Board, called the meeting to order at 8:02 A.M. The meeting convened at Texas Southern University, Library Learning Center, 3100 Cleburne Street, Houston, Texas 77004.

Roll Call

The following Board members were in attendance and constituted a quorum:

Mr. James M. Benham, *Chairman*
Mr. Lauren A. Gore, *Vice Chair*
Dr. Richard A. Johnson, *Second Vice Chair*
Ms. Marilyn A. Rose, *Secretary*
Ms. Paloma Z. Ahmadi
Ms. Caroline Baker Hurley, *Virtual*
Mr. Benjamin H. Proler
Ms. Alithea Z. Sullivan
Mr. Joseph V. Carter, *Student Regent, nonvoting*

[*Ms. Faith Ruiz presented roll call and confirmed the presence of a quorum.]*

Other Attendees: President J.W. Crawford III, Destiny Anaele, Cheryl Armitige, Matthew Bauder (Virtual), Cynthia Buckley, Dwade Colston, Raijanel Crockem, Racquel Dorsey, James Douglas, Carl Goodman, Benjamin Green, Agnes Harris, Sherita Harvey, Victor Ihezukwu, Melanie Jackson, Jennifer Luke, Sean Martin, Lisa McBride, Charlie Nhan, Tamyiah Nielson, Jacqueline Goodwater, Juwan Parker, Faith Ruiz, Rasoul Saneifard, Bobby Scott, Rodney Smith, Robell Tocruray, James White, Caprice Wright

Prayer

Chairman Benham invited President Crawford to introduce Father Jaison Mangalath to deliver a prayer. President Crawford introduced Father Mangalath, who then proceeded to pray.

Conflict of Interest

Chairman Benham addressed the matter of conflicts of interest and inquired whether any Board member had a conflict of interest to disclose regarding an item on the agenda. No conflicts were disclosed, and the Chairman proceeded with the agenda.

Open Forum

Chairman Benham opened the floor to individuals who signed up to participate in Open Forum. He summarized the Open Forum rules and procedures, noting that the procedures are intended to comply with state law and the Board's Bylaws.

DRAFT

The following individuals participated in the Open Forum:

- Ms. Tamyiah Nielson, Student Government Association (SGA), President

Ms. Nielson provided an update on the student body and introduced the SGA's new ASPIRE framework, which was developed during the student leadership retreat in August. The framework centers on five pillars -Advocacy, Service, Pride, Integrity, and Excellence - that guide the SGA's efforts to address student concerns, increase engagement, strengthen institutional spirit, promote transparency and accountability, and support academic and operational success. She reported that the SGA has begun implementing the framework in collaboration with President Crawford and his Cabinet. Student leaders are paired with administrative counterparts in corresponding functional areas to advance student concerns and initiatives. Ms. Nielson also highlighted ongoing efforts to gather student feedback through social media, weekly Senate meetings, and SGA office hours.

- Ms. Destiny Anaele, Chair of Staff Council

Mr. Victor Ihezukwu introduced Ms. Destiny Anaele as the new Staff Council Chair following the conclusion of his tenure on August 31, 2026. Ms. Anaele noted her prior service as Staff Council secretary, introduced several council members, and affirmed the council's continued commitment to serving the University.

- Dr. Rasoul Saneifard, Professor of Technology

Dr. Saneifard, a faculty member with 31 years of service at Texas Southern University, addressed the Board on behalf of faculty, staff, and students. He discussed faculty and staff morale and compensation, including the completion of the second phase of the compensation study and the need for additional salary adjustments. He also expressed concern about administrative salaries and requested that the Board consider allocating additional funding for faculty and staff compensation.

- Dr. James Douglas, Professor of Law, Thurgood Marshall School of Law

Dr. Douglas raised concerns regarding University operations, including faculty and staff morale, budget development and implementation, fiscal management, and accreditation. He indicated that he would provide the Board with additional information on these matters at future meetings.

DRAFT

Board Business

Item A. Presentation of a Proclamation Honoring former Regent Brandon L. Simmons

Chairman Benham addressed the Board Business agenda item regarding the proclamation honoring former Regent Brandon L. Simmons and noted that the item may be rescheduled to accommodate Mr. Simmons' schedule.

Item B. Presentation of Oath of Office for Student Regent Joseph V. Carter

Chairman Benham invited Judge Shawn Thierry, a Texas Southern alumnus, to administer the Oath of Office to Student Regent Joseph V. Carter as a member of the Texas Southern University Governing Board. Following the administration of the oath, the Regents took photographs and congratulated Student Regent Carter.

President's Report

The President provided updates on student orientation; implementation of the strategic and master plans; University administration; athletics; academic affairs; student success; research and innovation; and external partnerships. Dr. Michelle John, Vice President for Research and Innovation, then reported on external research funding. She noted that external foundation funding increased from more than $32 million in fiscal year 2025 to more than $55 million in fiscal year 2026. She also highlighted the Department of Defense FORGE grant, veteran focused initiatives, National Science Foundation grants, the TRIO program, National Institutes of Health grants, and other research partnerships.

Executive Session

The Board entered Executive Session at 10:56 A.M. to discuss specific matters identified in the Executive Session portion of the agenda, pursuant to Sections 551.071 through 551.074 of the Texas Government Code, as cited on the posted agenda. A separate certified agenda of the Executive Session is maintained by Board Counsel as required by law. No final action, decision, or vote was taken in Executive Session.

The Board reconvened the public meeting at 1:34 P.M.

The following Board members were in attendance and constituted a quorum:

Mr. James M. Benham, *Chairman*
Mr. Lauren A. Gore, *Vice Chair*
Dr. Richard A. Johnson, *Second Vice Chair*
Ms. Marilyn A. Rose, *Secretary*
Ms. Paloma Z. Ahmadi
Ms. Caroline Baker Hurley, *Virtual*

Mr. Benjamin H. Proler
Mr. Joseph V. Carter, *Student Regent, nonvoting*

The following Board member was absent:

Ms. Alithea Z. Sullivan

[*Ms. Faith Ruiz presented roll call and reconfirmed the presence of a quorum.]*

Consent Docket

- Item A: Request Approval of Past Board of Regents Meeting Minutes [*on 4/16/26, 4/25/26, 5/26/26, 6/25/26, 7/18/26, 8/19/26, and 8/28/26*]
- Item B: Request Approval of Additional Spending Authority for Columbia Advisory Group Information Technology Staff Augmentation Services
- Item C: Request Approval to Negotiate and Execute a Contract with an Investment Management Firm
- Item D: Request Approval to Renew Student Housing Master Lease Agreement for the Icon and Loft Apartments
- Item E: Request Approval to Negotiate and Execute an Agreement with American Mechanical Services for the Purchase and Installation of a Replacement Steam Boiler for the New Science Center Building
- Item F: Request Approval to Negotiate and Execute a One-Time Contract with Aviation X for Charter Flights
- Item G: Request Approval of Resolution Authorizing the Amendment of the Board's Bylaws to Add Appendix A - Code of Ethics

[The Board reviewed the consent docket, which included items 8A through 8G. Items 8B, 8C, and 8G were pulled for separate consideration. A motion to approve the consent docket, except items 8B, 8C, and 8G, was made by Chairman Benham, seconded by Regent Johnson, and approved unanimously.]

The Board next considered the three items pulled from the consent docket for separate consideration – Items 8B, 8C, and 8G

Administration and Finance Committee - Chairman Benham

Item 8B: Request Approval of Additional Spending Authority for Columbia Advisory Group Information Technology Staff Augmentation Services

Mr. Ben Green, Chief Information Officer, requested approval to continue funding the information technology staff augmentation contracts through August 31, 2027, while the University conducts its search for a new Chief Information Officer.

[A motion to approve the request for approval of additional spending authority for Columbia Advisory Group information technology staff augmentation services was made by Chairman Benham and seconded by Regent Ahmadi. The motion passed unanimously.]

Item 8C: Request Approval to Negotiate and Execute a Contract with an Investment Management Firm

Ms. Agnes Harris, Interim Senior Associate Vice President of Procurement and Chief Procurement/Integrity Officer, requested authorization to negotiate and execute an agreement with a qualified investment management firm for investment advisory, portfolio oversight, investment, and fiduciary services. She noted that the solicitation remained under evaluation and that the administration would formally announce the selected firm at the November Board meeting.

[A motion to approve the request for approval to negotiate and execute a contract with an investment management firm was made by Chairman Benham and seconded by Regent Gore. The motion passed unanimously.]

Bylaws and Policies Committee - Chairman Benham

Item 8G: Request Approval of Resolution Authorizing the Amendment of the Board's Bylaws to Add Appendix A - Code of Ethics

Ms. Lisa McBride, Board Counsel, provided an overview of this item. She explained that the proposed Code of Ethics would amend the Board's Bylaws by consolidating the Regents' ethical obligations in one location and establish processes for addressing potential violations and interpersonal matters between Regents and between Regents and staff. She also reviewed the procedural requirements for amending the Board's Bylaws and confirmed that the required notice had been provided and all applicable procedures had been satisfied.

[A motion to approve the request for approval of the resolution authorizing amendment of the Board's Bylaws to Add Appendix A – Code of Ethics was made by Chairman Benham and seconded by Regent Proler. The motion passed, with Regent Johnson voting "no".]

The Board continued with the remaining portions of the posted agenda for the meeting.

Administration and Finance Committee - Regent Lauren A. Gore

Mr. J'Maine Chubb, Chief Financial Officer and Vice President of Business & Finance presented the following items for information:

- Item A: Financial Performance Update from the Division of Business and Finance

Mr. Chubb presented the University's June year-to-date financial performance. Actual revenue totaled approximately $307.0 million, compared with a budget of $255.4 million, yielding a favorable variance of approximately $51.6 million. The favorable variance was driven primarily by federal funding, endowment activity, and tuition and fees. Expenses totaled approximately $270.8 million, compared with a budget of $255.5 million, yielding an unfavorable variance of approximately $15.3 million. The higher expenses were attributable primarily to scholarships, payroll, and travel. At the end of June, the University reported 51 days of cash on hand.

- Item B: Presentation of the Texas Southern University Endowment Investment Performance Report and Portfolio Update for the Period Ended June 30, 2026

Mr. Matthew Bauder presented an update on the University's endowment and investment portfolio. As of June 30, 2026, the endowment was valued at approximately $141.4 million and remained diversified across domestic and international equities, fixed income, and alternative investments. An update through August valued the portfolio at approximately $139.3 million and reported a fiscal-year return of approximately 21.5 percent.

Academic Affairs, Research and Student Life Committee - Regent Marilyn A. Rose

Dr. Carl Goodman, Provost/Senior Vice President of Academic Affairs, presented the following item for approval:

- Item A: Request Approval to Negotiate and Execute a Three-Year Contract with Educational Management Solutions

Dr. Carl Goodman presented a request to negotiate and execute a three-year contract with Educational Management Solutions. This agreement covers the purchase, implementation, licensing, maintenance, and support of simulation technology for the College of Pharmacy and Health Sciences. The simulation center provides students with a realistic clinical environment to build competencies and engage in interprofessional training.

[A motion to approve the request to negotiate and execute a three-year contract with Educational Management Solutions was made by Regent Rose and seconded by Regent Baker Hurley. The motion passed unanimously.]

Dr. Raijanel Crockem, Associate Vice President for Institutional Assessment, Planning, and Effectiveness, presented the following item for information:

- Item B: Informational Update on 2025–2026 University Data

Dr. Raijanel Crockem updated the Board on Texas Southern University's enrollment trends, persistence, graduation rates, and degrees awarded, highlighting continued growth in enrollment

and retention. She detailed ongoing efforts to strengthen student support, academic pathways, and graduation outcomes. During the discussion, the Board addressed three-year degree pathways, workforce alignment, and lower-enrolled programs. Administration noted that 12 academic programs are currently under review for potential strengthening, consolidation, or realignment to meet enrollment and workforce demands.

Dr. Rodney Smith, Chief Administration Officer, presented the following item for information:

- Item C: ASCEND 2030 Strategic Plan Implementation Annual Fall Report

Dr. Rodney Smith provided an update on the implementation of the University's strategic plan, noting that 78 planning units have been activated campus-wide. Each unit completed a SWOT analysis and began drafting action plans aligned with strategic initiatives, measurable outcomes, responsible leads, and completion timelines. He reported high engagement, with 75 units attending the September 1 implementation workshop and 72 units completing their plans. The implementation framework is being institutionalized to support future planning, projections, financial forecasting, budgeting, and annual operational planning.

Development and Legislative Affairs Committee - Regent Richard Johnson

Mr. Charlie Coleman, Associate Vice President of Development & Alumni Engagement, presented the following for approval:

- Item A: Request Approval to Amend Contract for Consulting Services with Community Counseling Services

Mr. Charlie Coleman presented a request to amend an existing consulting services contract supporting University Advancement and the institution's centennial and post-centennial fundraising campaigns. The six-month extension will support strategic fundraising initiatives, donor engagement, staff training, and identification of prospective donors. The administration additionally noted that extension of these services will assist with building internal capacity and as the team aims to eventually transition these responsibilities fully in house.

[A motion to approve the request to amend the contract for consulting services with Community Counseling Services was made by Regent Johnson and seconded by Regent Gore. The motion passed unanimously.]

Dr. James White, Vice President of Government Affairs and Civic Engagement, presented the following item for information:

- Item B: Legislative Affairs Informational Updates:

Dr. James White presented updates on state and federal legislative matters, performance-based funding, and Texas Southern University's Legislative Appropriations Request (LAR). He outlined

proposed performance-based funding models focused on degree attainment, progression, and persistence, emphasizing their potential impact on institutional enhancement funds. He confirmed that the University submitted its LAR on time, incorporating the required 3% base reduction across formula and non-formula funding. Additionally, Dr. White reported on Texas Senate hearings addressing financial transparency and the sustainability of the Permanent University Fund and Texas University Fund. Finally, he highlighted key federal legislative efforts - including the HBCU Excellence Act, workforce development legislation, and the Protect College Sports Act - and reiterated the University's commitment to monitoring these bills and supporting collegiate athletics.

Physical Facilities & Real Estate - Regent Ben Proler

Ms. Melanie Jackson, Senior Associate Vice President of Operations and Facilities, presented the following items for approval and/or informational update:

- Item A: Request Approval to Negotiate and Execute a Guaranteed Maximum Price (GMP) Contract for Capital Construction Projects

Ms. Melanie Jackson presented a request for approval to proceed with the Guaranteed Maximum Price contract for the capital construction projects, valued at approximately $75 million.

[A motion to approve the request to negotiate and execute a guaranteed maximum price contract for capital construction projects was made by Regent Proler and seconded by Chairman Benham. The motion passed unanimously.]

- Item B: Summer Make Ready & Maintenance Initiative: Replacement of Two Hot Water Boilers Serving the Satellite Plant

Ms. Jackson reported that the competitive bidding process for the satellite plant boiler replacement had concluded, with American Mechanical Services selected to replace the two hot water boilers serving the satellite plant. Additionally, Regent Proler noted the Committee's plans to review procedures for expediting similar general maintenance matters and present recommendations to the full Board.

Audit and Compliance - Regent Rose on behalf of Regent Sullivan

Mr. Clyde McNeil, Chief Audit Executive, presented the following items for approval and/or informational updates:

- Item A: Request Approval of Fiscal Year 2027 Risk-Based Audit Plan

Mr. Clyde McNeil presented the fiscal year 2027 risk-based audit plan, developed following a University-wide risk assessment. Designed to prioritize internal audit resources over the next three

years, the plan incorporates follow-up reviews, fraud, waste, and abuse monitoring, and continuous monitoring activities.

[A motion to approve the request for approval of the Fiscal Year 2027 Risk-Based Audit Plan was made by Regent Rose and seconded by Regent Gore. The motion passed unanimously.]

- Item B: FY26 Internal Audit Plan Status Update

Mr. McNeil reported that Internal Audit has completed three of the eight planned fiscal year 2026 audits, with the remaining five expected by month's end. As the department transitions into the fiscal year 2027 audit plan, it will maintain ongoing monitoring of hotline activity and prior audit follow-ups. Addressing a query on the University's response to Texas State Auditor's Office findings, Mr. McNeil emphasized that the fiscal year 2026 plan was specifically designed to resolve those issues. He detailed progress across the internal control framework—control environment, risk assessment, information and communication, monitoring, and control activities—while highlighting efforts to update policies, procedures, and core infrastructure across people, processes, and technology.

- Item C: Internal Audit Report on Remediation of Information Technology Findings from the Texas State Auditor's Office Audit

Mr. McNeil reported that two 2025 Texas State Auditor's Office IT findings—concerning timely policy reviews and user access controls—have been fully and promptly remediated.

- Item D: Internal Audit Report on Invoice Prompt Payment

Mr. McNeil presented an evaluation of internal controls over invoice receipt, approval, tracking, and payment to assess compliance with the Prompt Payment Act. The review identified two high-risk findings: decentralized invoice receipt and a lack of centralized invoice tracking. Management concurred with the findings and initiated remediation, establishing a centralized Accounts Payable inbox and a primary tracking report. Internal Audit will follow up to verify implementation and operating effectiveness.

- Item E: Title IX Policy Annual Board Review

Dr. Cynthia Buckley presented the University's Title IX policy review and compliance status, noting that Texas Education Code Section 51.282 mandates a biennial review of policies addressing sexual harassment, sexual assault, dating violence, and stalking. The Title IX Office completed this required review in accordance with state law and federal Title IX guidelines. The submission—along with the Texas Higher Education Coordinating Board's compliance review was presented to document the University's ongoing biennial compliance.

Adjourn

Before adjournment, Chairman Benham acknowledged the upcoming anniversary of September 11 and reflected on the individuals who lost their lives and those who responded to and assisted others during the events of September 11, 2001. He also expressed appreciation for the teamwork demonstrated by the Board, administration, faculty, staff, and students and recognized the progress being made by the University.

[With no further business pending before the Board, a motion to adjourn was made by Chairman Benham at 2:57 P.M. and seconded by Regent Rose. The motion passed unanimously.]

All supporting materials for informational and action items presented during this meeting are available on the public posting here. A video recording of this meeting is available here.

SIGNATURE OF APPROVAL

I certify that the foregoing minutes constitute a true, correct, and complete record of the Regular Board Meeting of the Board of Regents of Texas Southern University held in Houston, Texas on September 10, 2026.

Faith Ruiz
Executive Director
Board Relations Office

Date Approved by the Board

Marilyn A. Rose
Secretary
Board of Regents

DRAFT

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Request Approval to Negotiate and Execute a Contract for Preventive Maintenance of University Fire and Safety Protection Systems

DATE PREVIOUSLY SUBMITTED: August 2023

SUMMARY:
The Administration requests approval to negotiate and execute a contract with the best-value respondent resulting from RFP #717-27-704, Preventive Maintenance Agreement for Fire and Safety Protection Systems, to provide comprehensive preventive maintenance, inspection, testing, repair, and related services for the University's fire, life-safety, electronic security, and emergency systems.

This agreement provides the University with a structured and proactive approach to maintaining critical systems, identifying deficiencies, responding to system failures, and addressing required repairs before conditions adversely affect life safety or continuity of University operations.

Scope of Services
The agreement will provide comprehensive preventive and corrective maintenance for critical University systems, including:
- Fire and Life-Safety Systems – Fire alarms, sprinkler systems, fire pumps, fire suppression systems, portable fire extinguishers, fire hoses, and emergency lighting.
- Electronic Security Systems – CCURE access control systems and associated panels, doors, controllers, and devices.
- Preventive and Corrective Maintenance – Required annual, semi-annual, quarterly, and monthly inspections, testing, preventive maintenance, troubleshooting, programming, and repairs.
- On-Site and Emergency Support – Recurring on-site technical support, emergency response, after-hours service, system restoration, and corrective maintenance.
- Regulatory Compliance and Reporting – Required inspection records, testing reports, deficiency reporting, service documentation, and compliance records.

The agreement covers the University's CCURE access control, sprinkler, fire pump, Simplex fire alarm, Ansul kitchen hood, Sapphire suppression, portable fire extinguisher, fire hose, and emergency lighting systems.

Approval is necessary to avoid gaps in preventive maintenance, required inspections, and emergency repair support for the University's fire, life-safety, and security systems. These gaps increase the risk that deficiencies remain undetected or unresolved, compromising system performance during an emergency and placing students, faculty, staff, visitors, and university property at risk. Timely authorization supports reliable protection systems and continuity of campus operations.

<u>Procurement Method</u>
RFP #717-27-704
The resulting contract will have an initial term of three (3) years, beginning upon execution, with two (2) additional one-year options upon written agreement of both parties.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: Not-to-Exceed (NTE) | $700,000.00
1000-62010-7266-70 | Non-State-Appropriated Funds

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

SUPPORTING DOCUMENTATION:

Solicitation

RELATED BOARD BYLAW, POLICY AND/OR MAPP:

MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration requests Board authorization to negotiate and execute a contract with the vendor determined to provide the best value to the University through the pending procurement process. The Administration will report the selected vendor to the Board at its next regularly scheduled meeting.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:

3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL	10/30/2026 **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb **CHIEF FINANCIAL OFFICER**	10/30/2026 **DATE**
James Crawford (Nov 5, 2026 17:25:39 CST) **PRESIDENT**	11/05/2026 **DATE**

TSU

TEXAS SOUTHERN UNIVERSITY

REQUEST FOR PROPOSALS

PREVENTIVE MAINTENANCE AGREEMENT FOR FIRE AND SAFETY PROTECTION SYSTEM

RFP # 717-27-704

DEADLINE FOR SUBMITTAL:

1:00 p.m., Central Time, Tuesday, October 27, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attn: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

GENERAL INFORMATION

1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract for Preventive Maintenance Services Agreement needed by the University, in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 CONTRACT TERM. The services requested shall be provided for a period of three (3) plus years, beginning with the execution of the contract, with two (2) single-year options upon written agreement from both parties.

1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFP:

(a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed

(b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses

(c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal

(d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits

(e) Contractor – Respondent whose proposal results in a contract with TSU

(f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at http:esbd.state.tx.us/

(g) Gov't Code – Texas Government Code.

(h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.

(i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.

(j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.

(k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU.

The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performance called for in the Contract. The Respondent shall retain all such records for a period of seven (7) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.6 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

> Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;
>
> Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 340-00, 340-16, 340-87

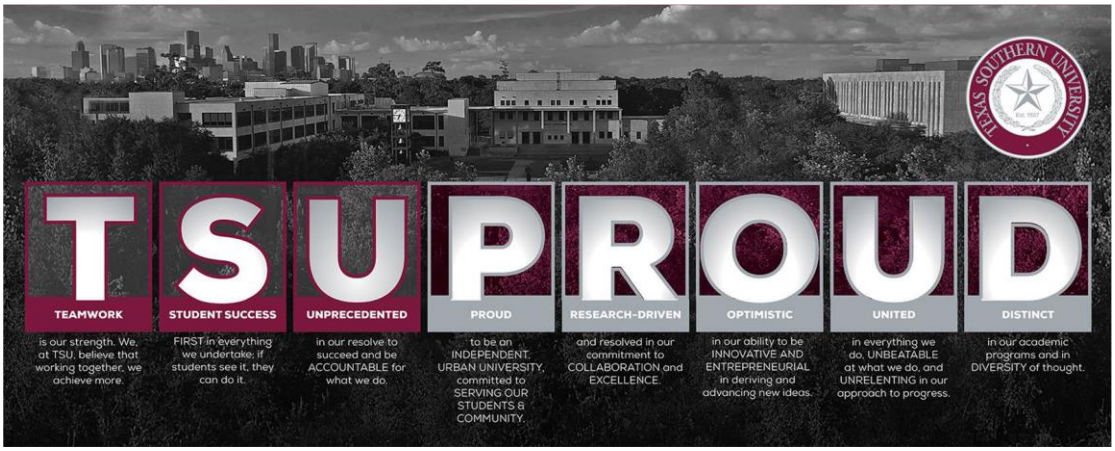
1.8 BACKGROUND

Texas Southern University ("TSU") is an elite, Carnegie R2 Institution and proud to be the premiere producer of talent for s strong Texas. The Owner one of the largest Historically Black College/University ("HBCU") in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston's historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



End of Section I

SECTION II

Scope of Work

RFP 717-27-704 – Preventive Maintenance Agreement

2.1 General Scope

Texas Southern University (“TSU”) is soliciting proposals from qualified, licensed, certified, and experienced contractors to provide a comprehensive **Preventive Maintenance Agreement (PMA)** for the University's Life Safety, Electronic Security, Fire Protection, Fire Alarm, Fire Suppression, and Emergency Lighting systems.

The successful Contractor shall provide all labor, supervision, technical expertise, testing equipment, tools, programming, preventive maintenance, inspection, repair services, documentation, and other resources necessary to maintain the University's covered systems in safe, reliable, operational, and code-compliant condition.

The Contractor shall test, inspect, service, maintain, repair, and program applicable life safety and security equipment in accordance with applicable NFPA requirements, manufacturer requirements, and all applicable federal, State of Texas, and local laws, codes, regulations, and standards. The Contractor shall also complete all required regulatory testing, inspections, maintenance, and documentation on an annual, semi-annual, quarterly, and monthly basis, as applicable.

2.2 Comprehensive Preventive Maintenance Services

The Preventive Maintenance Agreement shall include, at a minimum:

- Scheduled preventive maintenance and inspections.
- Regulatory and code-required testing.
- Functional testing of covered systems and components.
- System programming and configuration as required.
- Troubleshooting and diagnostic services.
- Corrective maintenance and repairs for equipment covered under the applicable Parts and Labor Agreement.
- Identification and reporting of defective, damaged, obsolete, or non-compliant equipment.
- Replacement of covered parts and components where Parts and Labor Coverage applies.
- Maintenance of system integrity and operational readiness.
- Emergency and after-hours response services.
- Required testing reports, inspection records, service tickets, and compliance documentation.
- Coordination with University Environmental Health & Safety and designated University personnel.
- Maintenance of complete service records for all covered systems and locations.

The Contractor shall ensure that all work is performed in accordance with applicable NFPA standards and all National, State, and local code requirements.

2.3 Covered Systems

The PMA shall cover the following systems and equipment:

1. CCURE Access Control Systems
2. Sprinkler Systems, including wet, dry, and pre-action systems
3. Fire Pumps, including electric and diesel systems
4. Simplex Fire Alarm Systems
5. Ansul Kitchen Hood Suppression Systems
6. Sapphire Suppression Systems
7. Portable Fire Extinguishers
8. Fire Hoses
9. Emergency Lighting

The University's source document identifies specific service coverage for each system, including Parts and Labor Coverage, Test and Inspect Only, or Test, Parts and Labor coverage.

2.4 Preventive Maintenance Frequencies

The Contractor shall perform preventive maintenance and inspections according to the frequencies established by the University and applicable regulatory requirements.

System	Main Campus	Housing/University Towers
CCURE Access Control	Annual	Annual
Sprinkler Systems	Quarterly	Quarterly
Fire Pumps	Monthly & Annual	Monthly & Annual
Simplex Fire Alarm	Annual	Annual
Ansul Kitchen Hood	Semi-Annual	Semi-Annual
Sapphire Suppression	Semi-Annual	Semi-Annual
Fire Extinguishers	Annual	Annual
Fire Hoses	Annual	Annual
Emergency Lighting	Annual	Annual

The Contractor shall not consider the University's stated frequencies to limit any additional testing, inspection, or maintenance required by applicable law, NFPA standards, manufacturer requirements, or the authority having jurisdiction.

2.5 Access Control – CCURE 9000

The Contractor shall provide preventive maintenance, troubleshooting, programming, testing, inspection, and repair services for the University's **CCURE 9000 Access Control System**, including associated panels, doors, devices, controllers, and system components.

The Main Campus inventory identified in the source document includes approximately **68 panels and 733 doors**, while Housing/University Towers includes approximately **23 panels and 236 doors** and Transformation Village which includes 1 panel, vehicle gate and 2 pedestrian gates.

Where Parts and Labor Coverage applies, the Contractor shall provide the labor and covered parts necessary to maintain the system in operational condition.

2.6 Fire Alarm Systems

The Contractor shall provide comprehensive testing, inspection, programming, preventive maintenance, troubleshooting, and repair services for the University's Simplex fire alarm systems, including applicable panels and associated devices.

The Contractor shall maintain the systems in accordance with applicable NFPA requirements, manufacturer specifications, and applicable State and local requirements.

The source document identifies approximately **92 Simplex fire alarm panels on the Main Campus and 25 panels within Housing/University Towers** and Transformation Village which includes 14 Fire Alarm panels.

2.7 Fire Sprinkler and Fire Pump Systems

The Contractor shall perform all required inspection, testing, preventive maintenance, and documentation for the University's wet, dry, and pre-action sprinkler systems and associated floor controls.

The Main Campus inventory includes approximately **47 sprinkler systems**, while Housing/University Towers includes approximately **8 systems**. Fire pump services shall include applicable electric and diesel pumps, with monthly and annual testing and inspection. The source document identifies approximately **8 Main Campus fire pumps and 3 Housing fire pumps**.

2.8 Fire Suppression Systems

The Contractor shall provide testing, inspection, preventive maintenance, and repair services for applicable kitchen hood and specialized fire suppression systems.

Services shall include:

- Ansul kitchen hood suppression systems;
- Associated tanks and fusible links;
- Sapphire suppression systems;
- Required semi-annual inspections;

- Testing and documentation; and
- Corrective maintenance for covered equipment.

The source document identifies **9 Ansul systems, 7 additional tanks, and 15 links** on the Main Campus, and **5 systems, 3 additional tanks, and 13 links** within Housing.

2.9 Fire Extinguishers and Fire Hoses

The Contractor shall perform annual inspection, testing, maintenance, and applicable repair or replacement services for University fire extinguishers and fire hoses.

The Main Campus inventory includes approximately **986 portable fire extinguishers and 103 fire hoses**. Housing/University Towers includes approximately **100 portable fire extinguishers**.

2.10 Emergency Lighting

The Contractor shall inspect, test, maintain, troubleshoot, and repair emergency lighting systems and associated components as required to ensure operational readiness and compliance with applicable requirements.

Emergency lighting is identified as an annual service requirement with Parts and Labor Coverage.

2.11 On-Site Technician Requirements

The Contractor shall provide qualified, certified, and licensed technicians on-site on a recurring basis to support preventive maintenance, troubleshooting, and repairs.

The University requires a minimum on-site presence of:

- Main Campus: Five (5) days per week.
- Housing/University Towers/Transformation Village: Three (3) days per week.
- Normal service hours shall be 7:00 a.m.–3:00 p.m. or 8:00 a.m.–5:00 p.m.

The Contractor shall also provide rates for services performed after normal business hours, weekends, and University holidays.

No truck or fuel surcharges shall apply to services performed under this Agreement.

2.12 Contractor Qualifications

The Contractor and its personnel shall possess all licenses, certifications, training, and qualifications necessary to perform the services.

At a minimum, the Contractor shall demonstrate:

- Appropriate State of Texas licenses for the services being performed;
- Factory-trained and certified technicians for the applicable systems;

- NICET Level II or higher technicians where applicable;
- A minimum of ten (10) full-time qualified technicians/installers for the applicable system categories;
- Experience maintaining the University's installed systems;
- Required manufacturer/system certifications;
- Required CCURE 9000 certifications and licenses;
- Required Simplex fire alarm qualifications; and
- Required fire suppression system licenses and qualifications.

The University's source document specifically requires CCURE personnel to include at least **six full-time employees holding CCURE 9000 Installer/Maintainer licenses and at least one full-time employee holding a CCURE 9000 Advanced Integrator license**.

For Simplex systems, personnel must possess applicable Texas fire alarm licensing, be familiar with the University's facilities, and be capable of programming the installed Simplex panels.

2.13 Experience and References

The Contractor shall demonstrate substantial experience providing preventive maintenance and life safety services for systems comparable to those identified in this RFP.

The Contractor shall have a minimum of **ten (10) years of experience** in the applicable life safety/security service industry and shall provide **at least three (3) references** demonstrating experience installing and maintaining comparable systems.

2.14 Personnel Requirements

All personnel assigned to University work shall be appropriately trained, licensed, certified, and qualified for the specific systems they service.

Untrained, undocumented, or otherwise unqualified personnel shall not perform any portion of the University's Electronic Safety and Security system work. Personnel performing the work shall meet all applicable licensing and certification requirements. The source document also requires applicable personnel to be permanent employees of the Contractor.

2.15 Service Response and Corrective Maintenance

The Contractor shall maintain sufficient staffing and resources to respond promptly to system failures, alarms, deficiencies, and other service calls.

The Contractor shall provide:

- On-site troubleshooting;
- Emergency repairs;
- System restoration;
- Programming and configuration;
- Replacement of covered components;

- Temporary measures when necessary to maintain safety and security;
- Written documentation of all repairs and corrective actions; and
- Recommendations for additional repairs or replacement when equipment is beyond economical repair or has reached the end of its useful life.

2.16 Documentation and Reporting

The Contractor shall provide the University with complete documentation for all services performed.

Reports shall, at a minimum, identify:

- Date and time of service;
- Building and system serviced;
- Equipment/components inspected or tested;
- Testing performed;
- Results of testing;
- Deficiencies identified;
- Repairs performed;
- Parts installed;
- Technician name and applicable certification/license;
- Recommended corrective action;
- System status upon completion; and
- Any code, NFPA, manufacturer, or regulatory deficiencies.

All required regulatory testing and inspection documentation shall be maintained and provided to the University upon request.

2.17 University Facilities

Services shall be provided throughout the University's Main Campus, Housing/University Towers, and other University facilities identified in the RFP.

The attached source document identifies facilities including Hannah Hall, Gray Hall College of Pharmacy, Robert James Terry Library, Nabrit Building, Fairchild Hall, Sawyer Auditorium, Recreation Center, Thermal Plants, Lanier Halls, Bell Hall, University Health Center, KTSU Radio Station, Law School, Student Life Center, Paige Building, Jones School of Business, Jordan-Mickey Leland School, Warehouse and Receiving, Athletic Training Facility, Technology Building, Science Building, University Courtyard, University Tower, Academic Learning Center, Library Learning Center, Strength & Conditioning Building, Transformation Village, and TSU at the Spaceport, among others.

2.18 Inventory and Quantities

The quantities provided in this RFP are approximate quantities for proposal and planning purposes. The Contractor shall verify existing equipment, system configurations, and quantities during the University's scheduled site visit or other designated inspection opportunity.

The University reserves the right to add, remove, relocate, replace, or modify equipment and facilities during the term of the Agreement. Any resulting changes shall be addressed in accordance with the terms and conditions of the executed Agreement.

2.19 Compliance

The Contractor shall perform all services in accordance with:

- Applicable NFPA standards;
- State of Texas laws and regulations;
- Applicable local fire and building codes;
- Authority Having Jurisdiction requirements;
- Manufacturer specifications;
- Applicable licensing requirements;
- University policies and procedures; and
- All other applicable regulatory requirements.

The Contractor shall immediately notify the University of any condition that presents a life safety, fire protection, security, or regulatory concern.

2.20 Pricing and Coverage

The Contractor shall clearly identify pricing for each service category and distinguish between:

1. Parts and Labor Coverage;
2. Test and Inspect Only;
3. Test, Parts and Labor Coverage;
4. Regular-hour service;
5. After-hours service;
6. Weekend service; and
7. Holiday service.

The Contractor shall provide all pricing requested in the University's pricing schedule. No truck or fuel surcharge shall be permitted.

End of Section II

SECTION III

CRITERIA

3.1 Criteria and Requirements

Specifications and requirements set forth in this solicitation that contain the words “must” or “shall” are mandatory and must be provided as specified, with no alteration, modification, or exception. Specifications and requirements set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the commodities/services are provided.

Respondents shall provide a clear and detailed response to each criterion below. Responses should be organized according to the criteria and subcriteria identified in this section. Failure to provide sufficient information may affect the University's evaluation of the Respondent's proposal.

The criteria under which responses will be evaluated are as follows:

Criteria 1: Experience of Firm

Criteria 2: Qualifications of Personnel

Criteria 3: Approach and Methodology

Criteria 4: Solutions and Deliverables

Criteria 5: Pricing

Criteria 1: Experience of Firm

The Respondent shall demonstrate its experience, qualifications, capacity, and successful performance providing comprehensive preventive maintenance services for life safety, fire protection, fire alarm, fire suppression, access control, and emergency lighting systems comparable to those identified in this RFP.

1.1 Company Experience

The Respondent **must**:

- Have a minimum of **ten (10) years of experience** providing applicable life safety, electronic security, fire protection, and preventive maintenance services.
- Demonstrate experience servicing systems comparable to those identified in this RFP.

- Demonstrate experience performing preventive maintenance, regulatory inspections, testing, troubleshooting, programming, repairs, and corrective maintenance.
- Provide a description of its experience servicing higher education institutions, governmental entities, healthcare facilities, commercial facilities, or other complex multi-building environments.
- Identify the geographic area in which the Respondent provides services.
- Demonstrate the ability to provide the required recurring on-site technician presence at Texas Southern University.

The attached requirements specifically identify a minimum ten-year experience requirement for the applicable life safety services and require references demonstrating experience with comparable systems.

1.2 Relevant System Experience

The Respondent shall identify its experience with the following systems, as applicable:

- CCURE 9000 Access Control;
- Simplex Fire Alarm Systems;
- Wet, Dry, and Pre-Action Sprinkler Systems;
- Electric and Diesel Fire Pumps;
- Ansul Kitchen Hood Suppression Systems;
- Sapphire Suppression Systems;
- Fire Extinguishers;
- Fire Hoses; and
- Emergency Lighting.

1.3 References

The Respondent **must** provide a minimum of **three (3) client references** for comparable work.

Each reference should include:

- Client name;
- Contact person;
- Telephone number;
- Email address;
- Description of services provided;
- Number and types of systems maintained;
- Contract term;
- Approximate contract value; and
- Current or previous status of the engagement.

The University may contact references to verify the information provided.

1.4 Firm Capacity

The Respondent shall describe its organizational capacity to support TSU's multi-building environment, including:

- Number of full-time technicians;
- Number of licensed technicians;
- Number of certified technicians;
- Locations of service personnel;
- Emergency response capabilities;
- Administrative and technical support;
- Parts and equipment availability; and
- Ability to support simultaneous service requirements.

The attached requirements identify a minimum of ten full-time technicians/installers for applicable system categories.

Criteria 2: Qualifications of Personnel

The Respondent shall demonstrate that the personnel assigned to the University are appropriately licensed, certified, trained, experienced, and qualified to perform the required services.

2.1 Personnel Qualifications

The Respondent **must** identify the personnel proposed to perform services for TSU, including:

- Project/Account Manager;
- Lead Technician(s);
- CCURE technicians;
- Fire alarm technicians;
- Fire suppression technicians;
- Sprinkler technicians;
- Fire pump technicians;
- Fire extinguisher technicians; and
- Other personnel who will regularly perform services under the Agreement.

For each key individual, provide:

- Name;
- Position/title;
- Years of experience;
- Relevant certifications;
- State licenses;
- Manufacturer certifications;

- System-specific certifications;
- Years with Respondent; and
- Proposed responsibilities under the Agreement.

2.2 CCURE 9000 Qualifications

The Respondent **must** demonstrate that it has personnel capable of maintaining, troubleshooting, programming, and repairing the University's CCURE 9000 system.

The Respondent shall provide evidence that:

- At least six (6) full-time employees hold CCURE 9000 Installer/Maintainer licenses; and
- At least one (1) full-time employee holds a CCURE 9000 Advanced Integrator license.

The Respondent must provide copies of applicable licenses/certifications with its proposal.

2.3 Simplex Fire Alarm Qualifications

The Respondent **must** demonstrate personnel qualifications applicable to the University's Simplex fire alarm systems.

Personnel shall:

- Hold applicable State of Texas fire alarm licensing;
- Be qualified to inspect, test, troubleshoot, repair, and program Simplex systems;
- Be familiar with the University's installed systems; and
- Be capable of programming the University's Simplex panels.

The source requirements also specify that untrained, undocumented, or otherwise unqualified personnel shall not perform Electronic Safety and Security system work.

2.4 Fire Suppression Qualifications

The Respondent shall identify personnel qualified to inspect, maintain, repair, and service:

- Sprinkler systems;
- Fire pumps;
- Ansul systems;
- Sapphire systems;
- Fire extinguishers; and
- Fire hoses.

Applicable State of Texas licenses and certifications must be provided for personnel performing these services.

2.5 Staffing Continuity

The Respondent shall describe its plan for maintaining qualified staffing throughout the Agreement term.

The Respondent shall identify:

- Primary personnel;
- Backup personnel;
- Vacation/absence coverage;
- Emergency staffing;
- Personnel turnover procedures; and
- Training and certification maintenance.

Criteria 3: Approach and Methodology

The Respondent shall provide a detailed description of its proposed approach for delivering the Preventive Maintenance Agreement.

The response shall demonstrate how the Respondent will maintain the University's systems in a safe, reliable, operational, and compliant condition.

3.1 Preventive Maintenance Program

The Respondent shall describe its preventive maintenance methodology, including:

- Initial system assessment;
- Preventive maintenance scheduling;
- Testing and inspection procedures;
- Routine system checks;
- Corrective maintenance;
- System programming;
- Troubleshooting;
- Parts replacement;
- Documentation; and
- Follow-up procedures.

The methodology shall address the required annual, semi-annual, quarterly, and monthly service frequencies identified by the University.

3.2 Regulatory Compliance

The Respondent shall explain how it will ensure compliance with:

- Applicable NFPA requirements;
- State of Texas requirements;
- Local codes;
- Authority Having Jurisdiction requirements;
- Manufacturer requirements; and
- Other applicable regulatory requirements.

The Respondent shall explain how deficiencies discovered during inspections will be documented, communicated, prioritized, and corrected.

3.3 On-Site Service Approach

The Respondent shall explain how it will meet the University's required recurring on-site staffing.

The Respondent **must** provide:

- Main Campus coverage at least five (5) days per week; and
- Housing coverage at least three (3) days per week.

Normal service hours shall be 7:00 a.m.–3:00 p.m. or 8:00 a.m.–5:00 p.m., as established by the University.

3.4 Emergency and After-Hours Response

The Respondent shall describe its response procedures for:

- Fire alarm system failures;
- Access control failures;
- Fire suppression system deficiencies;
- Fire pump failures;
- Emergency lighting failures;
- Other life safety system emergencies.

Respondents shall provide their proposed response times for normal, urgent, emergency, after-hours, weekend, and holiday service.

3.5 Service Management

The Respondent shall describe its process for:

- Receiving service requests;
- Assigning technicians;
- Tracking work orders;

- Escalating unresolved issues;
- Communicating with University personnel;
- Closing work orders; and
- Maintaining service history.

3.6 Inventory and Asset Management

The Respondent shall describe how it will maintain accurate records of University equipment, including:

- Equipment identification;
- Location;
- Serial/model numbers;
- Inspection history;
- Repair history;
- Parts replaced;
- Deficiencies;
- Certification/testing dates; and
- Recommended replacement dates.

Criteria 4: Solutions and Deliverables

The Respondent shall clearly identify the services, deliverables, reports, documentation, and other products that will be provided throughout the Agreement.

4.1 Preventive Maintenance Deliverables

At a minimum, the Respondent shall provide documentation for:

- Annual inspections;
- Semi-annual inspections;
- Quarterly inspections;
- Monthly inspections;
- Testing results;
- Repairs;
- Corrective maintenance;
- Programming;
- Parts replacement;
- Deficiencies; and
- Regulatory compliance activities.

4.2 Inspection and Testing Reports

Each service report shall identify, at a minimum:

- Date of service;
- Building/location;
- System inspected;
- Equipment tested;
- Testing performed;
- Results;
- Deficiencies identified;
- Repairs performed;
- Parts installed;
- Technician;
- Technician license/certification, when applicable;
- Recommended corrective action; and
- Final system status.

4.3 Deficiency Reporting

The Respondent shall immediately notify the University of conditions that could affect life safety, security, fire protection, or regulatory compliance.

The Respondent shall categorize deficiencies according to severity and provide recommended corrective actions.

4.4 Corrective Maintenance

Where Parts and Labor Coverage applies, the Respondent shall provide the labor and covered parts necessary to restore systems to operational condition.

The Respondent shall identify any proposed work that is outside the contracted coverage before performing such work, unless immediate action is necessary to protect life, safety, property, or University operations.

4.5 Compliance Documentation

The Respondent shall provide documentation demonstrating completion of required regulatory testing and inspections.

Documentation shall be sufficiently detailed for the University to demonstrate compliance during audits, inspections, or regulatory reviews.

4.6 Management Reporting

The Respondent shall provide periodic management reports summarizing:

- Preventive maintenance completed;
- Outstanding work;
- Emergency service calls;
- Recurring deficiencies;
- Equipment requiring replacement;
- Parts utilized;
- System failures;
- Compliance issues; and
- Other information requested by the University.

4.7 Technology and Service Enhancements

Respondents **may** propose technology-based solutions that improve the University's ability to monitor, document, schedule, or manage preventive maintenance services.

Examples may include:

- Online service portals;
- Digital inspection reports;
- Asset management systems;
- Automated notifications;
- Preventive maintenance dashboards;
- Electronic compliance records; and
- Real-time service tracking.

Any proposed alternative or enhancement must clearly identify how it will improve service delivery without reducing or eliminating a mandatory University requirement.

Criteria 5: Pricing

The Respondent shall provide complete and transparent pricing for all services required under RFP 717-27-704.

5.1 Base Preventive Maintenance Pricing

Respondents shall provide pricing for each applicable system and service category identified by the University.

Pricing shall distinguish between:

- Parts and Labor Coverage;
- Test and Inspect Only;
- Test, Parts and Labor Coverage;

- Main Campus;
- Housing/University Towers;
- Annual services;
- Semi-annual services;
- Quarterly services; and
- Monthly services.

The University's source document specifically separates the applicable coverage categories and service frequencies for Main Campus and Housing/University Towers.

5.2 Labor Rates

Respondents shall provide applicable labor rates for:

- Regular business hours;
- After-hours;
- Weekends; and
- University holidays.

5.3 Parts and Materials

The Respondent shall clearly identify how parts and materials will be priced under Parts and Labor Coverage and Test and Inspect Only coverage.

The Respondent shall identify:

- Covered parts;
- Non-covered parts;
- Applicable markups;
- Material costs;
- Special-order components; and
- Any exclusions.

5.4 Emergency Services

Respondents shall provide rates for emergency and after-hours services.

The University requires after-hours, weekend, and holiday rates to be provided as part of the proposal.

5.5 Additional Charges

No truck or fuel surcharges shall apply.

Respondents shall identify all other potential charges, fees, surcharges, or costs that could be incurred by the University during the Agreement term.

Any cost not specifically identified in the Respondent's pricing proposal may be considered included in the proposed pricing.

5.6 Pricing Structure

The Respondent shall provide a clear pricing schedule that enables the University to determine the total cost of the proposed Preventive Maintenance Agreement.

Pricing shall include all labor, supervision, tools, equipment, routine travel, administrative costs, and other costs necessary to provide the required services, except for specifically identified exclusions.

5.7 Pricing Alternatives

Respondents **may** provide value-added pricing alternatives, discounts, multi-year pricing, or other cost-saving opportunities.

Any alternative pricing must be clearly separated from the mandatory base proposal and must not replace the required pricing submission.

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End of Section III

SECTION IV

PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP (ESBD, TSU and GHBCC posting date)	Friday, October 2, 2026
Deadline for Submission of Questions	Tuesday, October 13, 2026
Deadline for Submission of Proposals	Tuesday, October 27, 2026

4.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.
Public parking is available behind (east) or across the side street (south) of the GSB.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper copy of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

4.4.2 Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.

4.4.3 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:
Introduction Letter (2-page maximum)

Table of Contents
Tab 1: Criterion 1
Tab 2: Criterion 2
Tab 3: Criterion 3
Tab 4: Criterion 4
Tab 4: Criterion 5
Tab 6: TSU Terms and Conditions

Tab 7: Exhibit A: Execution of Proposal
Tab 8: Exhibit B: Executive Order GA-48 Compliance Statement
Tab 9: Exhibit C: Veteran Heroes United in Business (VetHUB) program
Tab 10: Exhibit D: Form 1295
Tab 11: Addenda, if applicable

4.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

4.4.5 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

4.5 INQUIRIES / QUESTIONS

4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at sceffers.ward@tsu.edu by 12:00 noon Central time on Tuesday, October 13, 2026; the date listed as the deadline for submission of questions as specified in Section 4.1 above.

4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

4.5.3 Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

4.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

4.6.1 All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.

4.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver their Proposal response to Greg Williams in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

4.6.3 Telephone, email and facsimile Proposal responses will not be accepted.

4.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

4.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department, and they can begin reviewing them, in order to speed up possible negotiations.

4.7 DELIVERY OF PROPOSALS

Proposals are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Fed Ex Overnight / Express Mail, or Hand Delivery (recommended).

** Please instruct your delivery service to avoid delivering your submittal to the University's Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to either the TSU Post Office or the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.

4.8 PROPOSAL OPENING

4.8.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.

4.8.2 All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.

4.8.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.9 PROPOSAL EVALUATION AND AWARD

4.9.1 TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Tex. Government Code, Section 2155.074.

4.9.2 A committee will be established to evaluate the Proposals. The committee will include employees of TSU and other persons invited by TSU to participate.

4.9.3 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.

4.9.4 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

4.9.5 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

Criteria	Weight
Criterion 1: Experience of the Firm	15%
Criterion 2: Qualifications of Personnel	10%
Criterion 3: Capability of the Firm	20%
Criterion 4: Solutions and Deliverables	25%
Criterion 5: Pricing	30%

4.9.6 The evaluation committee will determine if Best and Final Proposal (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

4.9.7 TSU reserves the right to award to multiple vendors if deemed in the best interest of the University.

End of Section V

EXHIBIT A

EXECUTION OFFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:
All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent or anyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under *Government* Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross- referencing respondents/vendors with the Federal General Services Administration's Systemfor Award Management (SAM), https://www.sam.gov/SAM/ , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/SAM/

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code,Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this Proposal is notineligible to receive the specified contract and acknowledges that any contract resulting from this RFP May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptanceof funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor,under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor mustprovide the state auditor with access to any information the state auditor considers relevant to theinvestigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods orservices within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subjectto applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

( ) Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder thatis owned by a service-disabled veteran *
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders*
( ) USA produced supplies, materials, or equipment
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving material( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Recycled or Reused Computer Equipment of Other Manufacturers( ) Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY): _____

SIGNATURE _____

NAME (TYPED/PRINTED) _____

TITLE: _____

EMAIL ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX: _____

TAX IDENTIFICATION NUMBER: _____

DATE: _____

End of Exhibit A

EXHIBIT B

Executive Order GA-48 Compliance Statement (Higher Education)

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries.
Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

Vendor Certification – Executive Order GA-48 Compliance

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

☐ **Certified Compliant**

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

☐ **Disclosure Required**

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

☐ **Non-Compliant**

Respondent is unable to certify compliance with Executive Order GA-48.

If “Disclosure Required” is selected, provide details below (attach additional pages if necessary):

_____

_____

_____

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____ Date: _____

End of Exhibit B

EXHIBIT C

Veteran Heroes United in Business (VetHUB) program

The Texas Comptroller of Public Accounts has adopted amended Veteran Heroes United in Business (VetHUB) program rules at 34 Texas Administrative Code (TAC) Sections 281-298. The new rules take effect May 12.

Through the regular rulemaking process, the Comptroller's office fully considered all public comments received regarding the proposed program changes. The rule changes are similar to the emergency rules in effect since Dec. 2, 2025. Included in the amended rules are substantive changes to 34 TAC 20.285 revising the subcontracting plan methods. No comments were received about this section.

The subcontracting plan has been simplified and narrowed to two methods: self-performing or good faith effort. Accounting for the narrower focus of the VetHUB program, prime contractors that will subcontract any work must now notify two certified vendors of each subcontracting opportunity. The requirement to notify trade/development centers has been removed. The seven business days notification and response period for potential subcontractors is unchanged. For self-performing vendors, the subcontracting plan can be completed on one page.

Under the amended 20.285.2(b)(1), state agency contract developers and agency coordinators should identify the probability of subcontracting opportunities for historically underutilized businesses for contracts with an expected value of $100,000 or more. If no certified VetHUBs can be identified to fulfill subcontracting opportunities — rendering the good faith effort ineffective — the agency should document that and not require a subcontracting plan.

The new subcontracting plan form has been posted to the Comptroller's website and may be downloaded by agencies preparing upcoming solicitations. Agencies may, but are not required to, amend existing solicitations closing on or after May 12 to incorporate the new subcontracting plan.

The *Texas Procurement and Contract Management Guide* will be updated to reflect the rule changes in version 4.1. Questions about the VetHUB Program may be emailed to VetHUBProgram@cpa.texas.gov

End of Exhibit C

EXHIBIT D

HOUSE BILL 1295

The awarded vendor may be required to submit the State of Texas House Bill 1295, Certificate for Interested Parties, if your bid response is over $100,000; unless you are a publicly traded company. If your price is over $100,000 you must complete the 1295 form and include it in your response. If not applicable, then clearly state this point as well in Tab 9

End of Exhibit C

End of the solicitation

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute a Contract with Parkway Chevrolet to Purchase SUVs for the Department of Public Safety

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to execute a contract with Parkway Chevrolet for the purchase of five (5) sport utility vehicles (SUVs) for the Department of Public Safety.

This acquisition is critical to ensuring the continued quality, reliability, and efficiency of the University's public safety fleet. The vehicles will be equipped with advanced safety and security features, high-performance engines, and police-tuned technology-providing our officers with the resources necessary to safeguard the campus community at the highest standards of preparedness and effectiveness.

State Appropriation Exception**:** This purchase qualifies under the Governor's Budget Exception Order exception for essential equipment necessary to maintain university operations and public safety. The five SUV's will replace aging police vehicles and are necessary to maintain campus security, emergency response capabilties, and continuity of essential public safety services. Accordingly, the expenditure is consistent with the permitted use of state-appropriated funds under the order.

Procurement Method

The University awards contracts to a respondent whose proposal provide the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code, § 2155.074

The Administration recommends Parkway Chevrolet for this award through the Buy Board (Contract Number 724-23).

The use of Buy Board is a recognized method of "best value" under state law.

Parkway Chevrolet is not a Veteran United in Business (VetHUB), and Form 1295 has been submitted.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: Not-to-Exceed (NTE) | $430,000
9104 62000 7372 38627 | State-Appropriated Funds

SUPPORTING DOCUMENTATION:

(Under Separate Cover)
-Parkway Quotes
-BuyBoard Contract List
-DPS Fleet Documentation

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.02.03-Purchase of Goods, Materials and Supplies through the Purchasing Department
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends approval of this item

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/23/2026
GENERAL COUNSEL	**DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Clubb — 10/23/2026

CHIEF FINANCIAL OFFICER — **DATE**

James Crawford (Oct 26, 2026 20:01:08 CDT) — 10/26/2026

PRESIDENT — **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit and Compliance

ITEM: Request Approval of Revisions to the Texas Southern University Internal Audit Charter to Align with the Institute of Internal Auditors' Global Internal Audit Standards and Generally Accepted Government Auditing Standards (GAGAS)

DATE PREVIOUSLY SUBMITTED: 07/18/26

SUMMARY:

The Office of Internal Audit requests Board of Regents approval of revisions to the University's Internal Audit Charter to strengthen alignment with applicable professional auditing standards. The proposed revisions clarify auditor independence, professional responsibilities, quality assurance requirements, and the external quality assessment and peer-review cycle, establishing a three-year review frequency. The revisions are intended to support conformance with the Institute of Internal Auditors' Global Internal Audit Standards and, where applicable, Generally Accepted Government Auditing Standards (GAGAS).

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Internal Audit Charter Redlined and Final Version

RELATED BOARD BYLAW, POLICY AND/OR MAPP:

MAPP Policy: 09.01.01- Internal Audit

ACTION REQUESTED: The Administration recommends approval of this item.

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



GENERAL COUNSEL

10/23/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb — 10/23/2026

CHIEF FINANCIAL OFFICER — **DATE**

James Crawford (Oct 23, 2026 20:47:22 CDT) — 10/23/2026

PRESIDENT — **DATE**

TEXAS SOUTHERN UNIVERSITY

OFFICE OF INTERNAL AUDIT
Texas Southern University

INTERNAL AUDIT CHARTER

I. PURPOSE

A. The purpose of Texas Southern University's (TSU) Office of Internal Audit & Assurance Services (Internal Audit) is to strengthen TSU's ability to create, protect, and sustain value by providing the TSU Board of Regents, and University Administration with independent, risk-based, and objective assurance, advisory services, insight, and foresight.

Internal auditing enhances TSU's:

- successful achievement of objectives;
- governance, risk management, and internal control processes;
- decision-making and oversight;
- reputation and credibility with stakeholders; and
- ability to serve the public interest as a public university.

TSU's internal audit function is most effective when it is independently positioned, performed by competent professionals, and free from undue influence.

II. MANDATE

A. The internal audit function is established by University governance in accordance with Texas Government Code, Chapter 2102 (Texas Internal Auditing Act) and the applicable requirements in Texas Education Code § 51.9337 and other statutory requirements, as applicable.

III. PROFESSIONAL STANDARDS

A. Internal Audit will adhere to the requirements of the Texas Internal Auditing Act (Texas Government Code, Chapter 2102). This includes adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework (IPPF), including the Global Internal Audit Standards™, the Code of Ethics contained in the IPPF, and Generally Accepted Government Auditing Standards (GAGAS).

IV. AUTHORITY

A. Authorization and Access

Texas Southern University's internal audit function mandate is found in the Texas Internal Auditing Act, which requires certain state agencies and higher education institutions to implement an internal auditing program.

The internal audit function's authority is created by its direct reporting relationship to the Board of Regents (the Board), via its Audit Committee. Such authority allows for unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carry out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.

B. Scope Control and Use of Specialists
The Board of Regents authorizes Internal Audit to allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function's objectives. Internal Audit may obtain assistance from the necessary personnel of TSU and other specialized services from within or outside TSU to complete internal audit services.

V. INDEPENDENCE, ORGANIZATION, AND REPORTING

A. Organizational Independence
The Chief Audit Executive (CAE) will be positioned at a level within TSU that enables internal audit responsibilities to be performed without interference, thereby establishing organizational independence.

B. Functional and Administrative Reporting
The CAE will be positioned at a level in the organization that enables internal audit services and responsibilities to be performed without interference from management, thereby establishing the independence of the internal audit function. The CAE reports functionally to the Board of Regents via the Audit Committee.

The CAE reports administratively (day-to-day operations) to the University President or designee. This positioning provides the organizational authority and status to bring matters directly to senior management and escalate matters to the Audit Committee and/or Board of Regents, when necessary, without interference, and supports the internal auditors' ability to maintain objectivity.

C. Confirmation and Disclosure
The CAE will confirm to the Board of Regents via the Audit Committee, at least annually, the organizational independence of Internal Audit. If the governance structure does not support organizational independence, the CAE will document the characteristics of the governance structure limiting independence and any safeguards employed to achieve the principle of independence. The CAE will disclose to the Board of Regents via the Audit Committee any interference internal auditors encounter related to the scope, performance, or communication of internal audit work and results. The disclosure will include communicating the implications of such interference on the internal audit function's effectiveness and ability to fulfill its mandate

VI. BOARD OF REGENTS OVERSIGHT

A. To establish and maintain Internal Audit's authority and effectiveness, the Board of Regents, acting on recommendations from its Audit Committee, will:

1. Approve and annually review this Internal Audit Policy and Charter;
2. Approve the appointment, evaluation, compensation, and removal of the Chief Audit Executive (CAE)
3. Approve the risk-based internal audit plan and significant changes thereto;
4. Ensure the CAE has unrestricted access to the Audit Committee, and the Board of Regents, including executive sessions when appropriate;
5. Receive periodic reporting on significant risk exposures, control issues, governance matters, and fraud risks; and

6. Ensure a Quality Assurance and Improvement Program is in place and review its results annually.
7. Ensure Internal Audit receives sufficient resources to complete the internal audit plan.

VII. CHIEF AUDIT EXECUTIVE ROLES AND RESPONSIBILITIES

A. Ethics and Professionalism

The CAE will ensure that internal auditors:

1. Conform to the Global Internal Audit Standards, including the principles of Ethics and Professionalism: integrity, objectivity, competency, due professional care, and confidentiality.
2. Understand, respect, meet, and contribute to the legitimate and ethical expectations of the organization and be able to recognize conduct that is contrary to those expectations.
3. Encourage and promote an ethics-based culture in the organization.
4. Report organizational behavior that is inconsistent with the organization's ethical expectations, as described in applicable policies and procedures.

B. Objectivity and Avoidance of Management Responsibility

The CAE will ensure that the internal audit function remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the CAE determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance.

Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

1. Assessing specific operations for which they had responsibility within the previous year.
2. Performing operational duties for TSU or its affiliates.
3. Initiating or approving transactions external to the internal audit function.
4. Directing the activities of any TSU employee that is not employed by the internal audit function, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

Internal auditors will:

1. Disclose impairments of independence or objectivity, in fact or appearance, to appropriate parties and at least annually, such as the CAE, Board of Regents, management, or others.

2. Exhibit professional objectivity in gathering, evaluating, and communicating information.
3. Make balanced assessments of all available and relevant facts and circumstances.
4. Take necessary precautions to avoid conflicts of interest, bias, and undue influence.

C. Managing the Internal Audit Function
The CAE is responsible for:

1. At least annually, develop a risk-based internal audit plan that considers the input of the Audit Committee, the Board of Regents, and senior management. Discuss the plan with the Audit Committee, the Board of Regents, and senior management and submit the plan to the Audit Committee and the Board of Regents for review and approval.
2. Communicate the impact of resource limitations on the internal audit plan to the Audit Committee, the Board of Regents, and senior management.
3. Review and adjust the internal audit plan, as necessary, in response to changes in TSU's business, risks, operations, programs, systems, and controls.
4. Communicate with the Board of Regents via the Audit Committee and senior management if there are significant interim changes to the internal audit plan.
5. Ensure internal audit engagements are performed, documented, and communicated in accordance with the Global Internal Audit Standards and laws and/or regulations.
6. Follow up on engagement findings and confirm the implementation of recommendations or action plans and communicate the results of internal audit services to the Board of Regents via the Audit Committee and senior management at each Board meeting and for each engagement as appropriate.
7. Ensure the internal audit function collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Global Internal Audit Standards and fulfill the internal audit mandate.
8. Identify and consider trends and emerging issues that could impact TSU and communicate to the Board of Regents via the Audit Committee and senior management as appropriate.
9. Consider emerging trends and successful practices in internal auditing.
10. Establish and ensure adherence to methodologies designed to guide the internal audit function.
11. Ensure adherence to TSU's relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Global Internal Audit Standards. Any such conflicts will be resolved or documented and communicated to the Audit Committee, the Board of Regents, and senior management.
12. Coordinate activities and consider relying upon the work of other internal and external providers of assurance and advisory services. If the CAE cannot achieve an appropriate level of coordination, the issue must be communicated to senior management and if necessary, escalated to the Audit Committee and/or the Board of Regents.
13. Ensure coordination with external auditors, regulators, and the State Auditor's Office.
14. Support institutional compliance with federal grant requirements, including risk assessment and monitoring under Uniform Guidance.

D. Communication with the Board of Regents and Senior Management

The CAE will report to the Board of Regents and senior management at each Board meeting regarding:

1. The internal audit function's mandate.
2. The internal audit plan and performance relative to its plan.
3. Internal audit budget.
4. Significant revisions to the internal audit plan and budget.
5. Potential impairments to independence, including relevant disclosures as applicable.
6. Results from the quality assurance and improvement program, which include the internal audit function's conformance with The IIA's Global Internal Audit Standards and action plans to address the internal audit function's deficiencies and opportunities for improvement.
7. Significant risk exposures and control issues, including fraud risks, governance issues, and other areas of focus for the Board of Regents that could interfere with the achievement of TSU's strategic objectives.
8. Results of assurance and advisory services.
9. Resource requirements.
10. Management's responses to risks that the internal audit function determines may be unacceptable, or acceptance of a risk that is beyond TSU's risk appetite.

In addition, the CAE will support statutory reporting requirements applicable to TSU, including annual reporting requirements under the Texas Internal Auditing Act and Texas

Education Code § 51.9337(h) reporting to the State Auditor's Office regarding adoption of required purchasing and contracting rules and policies.

VIII. SCOPE AND TYPES OF SERVICES

A. Scope

The scope of internal audit services encompasses all TSU activities, programs, functions, assets, and personnel. Internal Audit uses a risk-based approach to evaluate internal controls, governance processes, risk management practices, and achievement of strategic objectives. The scope of internal audit activities also encompasses, but is not limited to, objective examinations of evidence to provide independent assurance and advisory services to the Board of Regents and management on the adequacy and effectiveness of governance, risk management, and control processes for TSU.

B. Types of Services

Internal Audit may provide assurance and advisory services, provided advisory engagements do not result in the assumption of management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management. Services may include evaluating whether:

1. Risks relating to the achievement of TSU's strategic objectives are appropriately identified and managed.

2. The actions of TSU's officers, directors, management, employees, and contractors or other relevant parties comply with TSU's policies, procedures, and applicable laws, regulations, and governance standards.
3. The results of operations and programs are consistent with established goals and objectives.
4. Operations and programs are being carried out effectively, efficiently, ethically, and equitably.
5. Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact TSU.
6. The integrity of information and the means used to identify, measure, analyze, classify, and report such information is reliable.
7. Resources and assets are acquired economically, used efficiently and sustainably, and protected adequately.
8. Internal control systems adequately mitigate risk and are operating effectively.
9. Allegations of fraud, waste, or abuse merit further investigation, in coordination with appropriate institutional offices. All such allegations shall follow established reporting and escalation protocols.

IX. QUALITY ASSURANCE AND IMPROVEMENT PROGRAM (QAIP)

The CAE will develop, implement, and maintain a QAIP that covers all aspects of the internal audit function. The program will include external and internal assessments of the internal audit function's conformance with the Global Internal Audit Standards, as well as performance measurement to assess the internal audit function's progress toward the achievement of its objectives and promotion of continuous improvement. The program also will assess, if applicable, compliance with laws and/or regulations relevant to internal auditing. Also, if applicable, the assessment will include plans to address the internal audit function's deficiencies and opportunities for improvement.

Annually, the CAE will communicate with the Board of Regents via the Audit Committee and senior management about the internal audit function's (QAIP), including the results of internal assessments (ongoing monitoring and periodic self-assessments) and external assessments. External quality assessments will be conducted at least once every three years by a qualified, independent assessor or assessment team from outside TSU; in accordance with the Institute of Internal Auditors' Global Internal Audit Standards and, where applicable, Generally Accepted Government Auditing Standards (GAGAS). The assessment team must include at least one assessor holding an active Certified Internal Auditor (CIA) credential and possess the qualifications to satisfy applicable GAGAS peer-review requirements. The CAE will ensure the assessment process addresses the requirements of both professional frameworks, as applicable.

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X. CHANGES TO THE POLICY AND CHARTER

This charter may be updated as necessary in response to significant changes in professional standards, organizational structure, leadership, risk, or regulatory requirements. All changes require approval by the Board of Regents.

XI. APPROVAL

Approved by the Texas Southern University Board of Regents, at its meeting on November 12, 2026.

Deleted: July 18

Chief Audit Executive: _____

Date:

University President: _____

Date:

Chair, Audit Committee – Board of Regents: _____

Date:

Revision Date: October 30, 2026

Last Date of Review: October 30, 2026

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6. Follow up on engagement findings and confirm the implementation of recommendations or action plans and communicate the results of internal audit services to the Board of Regents via the Audit Committee and senior management at each Board meeting and for each engagement as appropriate.
7. Ensure the internal audit function collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Global Internal Audit Standards and fulfill the internal audit mandate.
8. Identify and consider trends and emerging issues that could impact TSU and communicate to the Board of Regents via the Audit Committee and senior management as appropriate.
9. Consider emerging trends and successful practices in internal auditing.
10. Establish and ensure adherence to methodologies designed to guide the internal audit function.
11. Ensure adherence to TSU's relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Global Internal Audit Standards. Any such conflicts will be resolved or documented and communicated to the Audit Committee, the Board of Regents, and senior management.
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13. Ensure coordination with external auditors, regulators, and the State Auditor's Office.
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4. Significant revisions to the internal audit plan and budget.
5. Potential impairments to independence, including relevant disclosures as applicable.
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A. Scope

The scope of internal audit services encompasses all TSU activities, programs, functions, assets, and personnel. Internal Audit uses a risk-based approach to evaluate internal controls, governance processes, risk management practices, and achievement of strategic objectives. The scope of internal audit activities also encompasses, but is not limited to, objective examinations of evidence to provide independent assurance and advisory services to the Board of Regents and management on the adequacy and effectiveness of governance, risk management, and control processes for TSU.

B. Types of Services

Internal Audit may provide assurance and advisory services, provided advisory engagements do not result in the assumption of management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management. Services may include evaluating whether:

1. Risks relating to the achievement of TSU's strategic objectives are appropriately identified and managed.

2. The actions of TSU's officers, directors, management, employees, and contractors or other relevant parties comply with TSU's policies, procedures, and applicable laws, regulations, and governance standards.
3. The results of operations and programs are consistent with established goals and objectives.
4. Operations and programs are being carried out effectively, efficiently, ethically, and equitably.
5. Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact TSU.
6. The integrity of information and the means used to identify, measure, analyze, classify, and report such information is reliable.
7. Resources and assets are acquired economically, used efficiently and sustainably, and protected adequately.
8. Internal control systems adequately mitigate risk and are operating effectively.
9. Allegations of fraud, waste, or abuse merit further investigation, in coordination with appropriate institutional offices. All such allegations shall follow established reporting and escalation protocols.

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X. CHANGES TO THE POLICY AND CHARTER

This charter may be updated as necessary in response to significant changes in professional standards, organizational structure, leadership, risk, or regulatory requirements. All changes require approval by the Board of Regents.

XI. APPROVAL

Approved by the Texas Southern University Board of Regents, at its meeting on November 12, 2026.

Chief Audit Executive: _____

Date:

University President: _____

Date:

Chair, Audit Committee – Board of Regents: _____

Date:

Revision Date: October 30, 2026

Last Date of Review: October 30, 2026

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit and Compliance

ITEM: Internal Audit Plan Update and Fiscal Year 2026 Annual Internal Audit Report

DATE PREVIOUSLY SUBMITTED: 9/10/26

SUMMARY:
The Office of Internal Audit will present the FY 2026 Annual Internal Audit Report for Board review. The report summarizes the status of the FY 2026 Internal Audit Plan, the approved FY 2027 Internal Audit Plan, and other activities required under the Texas Internal Auditing Act.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Texas Southern University Fiscal Year 2026 Annual Internal Audit Report.

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 09.01.01-Internal Audit

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/23/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

	10/23/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 23, 2026 20:51:34 CDT)	10/23/2026
PRESIDENT	**DATE**

Texas Southern University

Fiscal Year 2026 Annual Internal Audit Report

For the Year Ended August 31, 2026

TSU

TEXAS SOUTHERN UNIVERSITY

Office of Internal Audit

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VII. REPORTING SUSPECTED FRAUD AND ABUSE 11

I. Compliance with Texas Government Code, Section 2102.015: Posting the Internal Audit Plan, Internal Audit Annual Report, and Other Audit information on Internet Web site

Texas Government Code, Section 2102.015 requires state agencies and higher education institutions, as defined in the statute, to post their Internal Audit Plan, Internal Audit Annual Report, and Other Audit Information on the Internet.

Texas Southern University (the University) will post this report which includes the Fiscal Year 2027 Internal Audit Plan on its website at Annual Report - Internal Audit. The University's Board of Regents will review the Annual Internal Audit Report at its regularly scheduled meeting on November 12, 2026.

In accordance with Texas Government Code, Sections 2102.009 and 2102.015, the University will submit its Fiscal Year 2026 Annual Internal Audit Report to the required oversight entities before November 1, 2026, and post the report on its website in accordance with the State Auditor's Office requirements. The report is scheduled to be presented to the Board of Regents Audit Committee for review on October 30, 2026, and subsequently to the full Board of Regents on November 12, 2026.

II. Internal Audit Plan for Fiscal Year 2026

The internal audits included in the Fiscal Year 2026 Internal Audit Plan were selected based on the University's risk assessment and emerging risks. The table below summarizes the audits included in the FY 2026 Internal Audit Plan, their report issuance dates, where applicable, and their status as of October 23, 2026.

Certain audits initiated during FY 2026 were completed and reports issued subsequent to the August 31, 2026 fiscal year-end. Audits that remain in progress will be completed and reported during FY 2027.

Texas Southern University
Fiscal Year 2026 Annual Internal Audit Report
For the Year Ended August 31, 2026

Internal Audit Title	Report Date	Status
Invoice Prompt Payment	August 5, 2026	The audit is complete. Follow-up Procedures to address the open findings are included in the FY 2027 Internal Audit Plan.
Procurement Cards	October 21, 2026	The audit is complete. Follow-up Procedures to address the open findings are included in the FY 2027 Internal Audit Plan.
Procurement Compliance	TBD	The audit is ongoing. Fieldwork and reporting will be completed in FY 2027.
Asset Management	TBD	The audit is ongoing. Fieldwork and reporting will be completed in FY 2027.
Financial Close and Reporting	October 21, 2026	The audit is complete. Follow-up Procedures to address the open findings are included in the FY 2027 Internal Audit Plan.
Remediation of IT findings from the Texas State Auditor's Report regarding the University not effectively restricting user access to Banner for 9 of 303 users reviewed.	July 8, 2026	The audit is complete. All findings have been remediated.
Logical Access to Key Financial Systems	October 21, 2026	The audit is complete. Follow-up Procedures to address the open findings are included in the FY 2027 Internal Audit Plan.
Follow-ups over Prior Year's Audit Findings	TBD	The audit is ongoing. Fieldwork and reporting will be completed in FY 2027.

III. Consulting Services and Non-audit Services Completed

During fiscal year 2026, the Texas Southern University Internal Audit Department did not complete any consulting engagements or other separately reportable activities as contemplated by Texas Government Code, Chapter 2102, and the State Auditor's Office Annual Internal Audit Report guidelines.
Accordingly, there are no additional engagements, observations, results, or recommendations to report under this section.

IV. External Audit Services Procured in FY 2026

The University engaged Whitley Penn LLP, a certified public accounting firm, to provide external audit services for FY 2026. Additionally, the University engaged Weaver and Tidwell, L.L.P. (Weaver) to provide co-sourced internal audit services, including audit planning, execution, and reporting in support of the University's internal audit function.

V. External Quality Assurance Review

The University's most recent documented external quality assessment of its internal audit function was completed in June 2022. The assessment evaluated conformance with The Institute of Internal Auditors' (IIA) professional standards, Generally Accepted Government Auditing Standards (GAGAS), and the Texas Internal Auditing Act. The assessment identified areas of nonconformance with the applicable professional standards and statutory requirements. The results were communicated to the University's Audit Committee and leadership.

In November 2022, the University transitioned to a fully outsourced internal audit model. Effective August 18, 2026, the University appointed a Chief Audit Executive (CAE) and transitioned to a University-led internal audit function supported by external professional services.

The University's external internal audit service provider, Weaver, received a passing AICPA peer review in November 2025.

As part of the transition from an outsourced internal audit model to having internal audit being led by a University CAE, the University is establishing procedures to meet the quality assurance review requirements in GAGAS as well as the IIA standards. The plan will be communicated to the Board of Regents Audit Committee and will consider the requirements of the Texas Internal Auditing Act, the IIA Global Internal Audit Standards, and GAGAS.



Report on the Firm's System of Quality Control

November 19, 2025

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the Firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

VI. Internal Audit Plan

The Internal Audit Plan was submitted to the Audit Committee of the University's Board of Regents. The purpose of the plan is to identify where the University's most significant inherent risks reside and then use that information to prioritize our audit resources over the next three years. A high-risk designation does not mean that something is wrong in that area. It means the potential likelihood and impact warrant greater attention from management and Internal Audit.

The Audit Committee approved the plan on August 28, 2026, and the Board of Regents subsequently approved the plan on September 10, 2026. Below is the Fiscal Year 2027 Internal Audit Plan submitted to the University's Board of Regents based on the results of the 2026 Internal Audit Risk Assessment. The approved internal audit plan was submitted to the State Auditor's Office upon approval from the University's Board of Regents.

Fiscal Year 2027 Internal Audit Plan		
Audit Area	**2026 Risk Rating**	**Estimated Hours**
Information Security	**High**	290
Information Technology Services	**High**	260
Contract Administration	**High**	260
Public Funds Investment Act	**NA (Compliance)**	150
Construction Management	**Moderate**	290
Grant Management	**Moderate**	260
Senate Bill 17 Compliance	**NA (Compliance)**	150
House Bill 127 Compliance	**NA (Compliance)**	200
Purchasing Compliance	**High**	45

Planned follow-up procedures for fiscal year 2027 to verify and communicate with Management the remediation efforts of prior Internal Audit Recommendations.

Fiscal Year 2027 Internal Audit Plan Follow-ups		
Audit Area	**2026 Risk Rating**	**Estimated Hours**
Continued Follow-ups over Prior Year's Internal Audit Findings	**NA**	350

As part of the risk assessment, the University assesses the probability and impact of the following risk categories across all significant activities of the agency, which include the information technology risks and considerations related to Title 1, Texas Administrative Code, Chapter 202:

- financial and fraud risk
- information technology risk
- students and programs risk
- human capital and operational risk
- reputational risk

Taking into consideration the input from university management, all significant activities are assigned a risk score for probability and impact related to each risk category. The overall risk rating (High, Moderate, or Low) is assigned to each significant activity based on the activity's average risk rating. The internal audit plan is developed by considering risk ratings for each significant activity and prioritizing "High" risk activities as well as areas of emerging risk and required compliance audits.

The 2026 Internal Audit Risk Assessment Update resulted in 17 Significant Activities as "High" risk. Thirteen of the 17 Significant Activities are not included in the Fiscal Year 2027 Internal Audit Plan. Those activities are as follows:

1. Disaster Recovery/Business Continuity Planning
2. Campus Operations
3. Institutional Research and Reporting
4. Financial Aid
5. Law Enforcement and Security
6. Budget and Planning
7. Accreditation Standards
8. Environmental Health and Safety
9. Admissions
10. Investments
11. Accounts Payable and Disbursement
12. Registrar
13. Athletics

In preparing the audit plan for fiscal year 2027, we included contract management and procurement as audits to ensure the University is in compliance with contract processes as required by Texas Government Code, Section 2102.005(b). We also considered including an audit of benefits proportionality for the audit plan. An internal audit of benefits proportionality was performed in FY 2025. Due to the audit being completed recently, it was not selected as an audit for the 2027 fiscal year.

VII. Reporting Suspected Fraud, Waste and Abuse

- The University contracts with EthicsPoint to provide a confidential hotline for reporting fraud, waste and abuse. The agency has a dedicated page to fraud prevention and reporting on its website at Office of Compliance. The fraud prevention web page includes the phone number for the University's fraud, waste and abuse hotline as well as the fraud hotline for the Texas State Auditor's Office.

- The University's Chief Audit Executive is the designated staff member within the University to receive written or verbal allegations of suspected fraud, waste, and abuse. The Chief Audit Executive has the authority to examine and investigate those allegations and turn over information of verified instances of fraud, waste, or abuse to the State Auditor's Office.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit and Compliance

ITEM: Internal Audit Report on Purchasing Cards (P-Card), Travel Cards (T-Card), and One Cards

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Office of Internal Audit conducted a review of Texas Southern University's Purchasing Card (P-Card), Travel Card (T-Card), and One Card programs to evaluate the adequacy and effectiveness of internal controls, compliance with University policies and procedures, and oversight of cardholder activities and expenditures.

The review identified seven findings and two observations involving opportunities to strengthen internal controls, including timely card cancellation, transaction monitoring, expenditure reconciliation, documentation retention, compliance reporting, and adherence to travel administration requirements.

Internal Audit provided recommendations to strengthen accountability, improve monitoring and compliance, and reduce financial and operational risks. Management will be responsible for implementing corrective actions.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

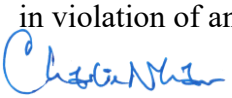
Internal Audit Report - Purchasing Card (P-Card), Travel Card (T-Card), and One Cards

RELATED BOARD BYLAW, POLICY AND/OR MAPP:

MAPP Policy: 03.02.01- Purchasing Guidelines
MAPP Policy: 03.02.09- Procurement Card
MAPP Policy: 03.02.12- Individual Travel Card
MAPP Policy: 03.02.13- Departmental and Multi User Travel Card
MAPP Policy: 03.02.14- Centrally Billed Travel Cards
MAPP Policy: 03.02.15- Travel Card

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



GENERAL COUNSEL

10/26/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

10/26/2026

CHIEF FINANCIAL OFFICER | **DATE**

James Crawford (Oct 26, 2026 21:49:47 CDT)

10/26/2026

PRESIDENT | **DATE**

Texas Southern University

Internal Audit of Procurement Cards

October 21, 2026

weaver

Assurance • Tax • Advisory

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Appendix 18

Board of Regents
Texas Southern University
3100 Cleburne St.
Houston, TX 77004

This report presents the results of the internal audit procedures performed for Texas Southern University (the University) during the period March 1, 2025, through October 6, 2026, relating to the Procurement Card processes of the University.

The objectives of the internal audit were to evaluate the design and effectiveness of Texas Southern University's Procurement Card processes as follows:

A. Determine whether internal controls over P-Cards, T-Cards, and One-Cards are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.
B. Ensure that controls over selected high-risk processes within the P-Card, T-Card, and One-Card processes are operating efficiently and effectively.

To accomplish these objectives, we conducted interviews and walkthroughs with key personnel within the Procurement Department. We also examined existing documentation, evaluated internal controls over the processes, and performed specific testing procedures to assess controls. Our coverage period was March 1, 2025, through February 28, 2026. Procedures were performed in-person and remotely and an exit meeting was conducted on October 6, 2026.

The following report summarizes the findings identified, risks to the organization, recommendations for improvement and management responses.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
October 21, 2026

Texas Southern University

Internal Audit of Procurement Cards

October 21, 2026

Background

Texas Southern University's Procurement Services Department administers and oversees the University's Procurement Card (P-Card), Travel Card (T-Card), and One-Card programs, which are designed to facilitate the efficient purchase of goods and services and the timely payment of approved travel-related expenditures. Procurement Services is responsible for issuing cards to authorized employees, establishing and monitoring spending limits, ensuring compliance with University policies and procedures, and maintaining effective oversight of card usage. The department also oversees transaction review and reconciliation activities, including ensuring that supporting documentation is maintained, expenses are appropriately approved, transactions are accurately coded and recorded, and card activity is reviewed for compliance with applicable requirements. Additionally, Procurement Services is responsible for monitoring card activity, investigating potential policy violations, enforcing merchant category restrictions, and reporting compliance matters to management. Through these processes, the University seeks to promote operational efficiency while maintaining accountability and safeguarding institutional resources.

Given the decentralized nature of card usage and the risks associated with unauthorized purchases, inadequate documentation, untimely reconciliations, policy noncompliance, and inappropriate system access, effective controls are critical to ensuring the integrity of the University's card programs. In addition, increasing scrutiny over payment card transactions and regulatory expectations regarding the use of payment cards highlight the importance of maintaining strong governance and oversight processes. As a result, an internal audit was conducted to assess the adequacy of existing controls, identify opportunities for process improvement, and provide assurance that card-related activities are conducted in accordance with University policies, applicable regulations, and sound internal control practices.

Audit Objective and Scope

This audit focused on the design and effectiveness of Texas Southern University Procurement Card processes in place. The scope of the engagement included Procurement Cards (P-Cards), Travel Cards (T-Cards), and One-Cards. The audit included an evaluation of the Procurement Card processes and internal controls currently in practice covering the activities within key process areas including:

- Governance and Utilization
- Transaction Review and Reconciliation
- Monitoring and Compliance Oversight

Our procedures were designed to ensure relevant risks were covered and verify the following:

<u>Governance and Utilization</u>

- Cards were issued only to authorized employees based on documented business need.
- Card spending limits were established, approved, and aligned with employee roles and responsibilities.
- Cards were used only for allowable purchases in accordance with University policy.
- Prohibited purchases (e.g., personal, split transactions, restricted merchant categories) were prevented or detected.
- Card usage was limited to low-dollar, low-risk transactions and did not circumvent procurement or bidding requirements.
- Card activity was suspended or revoked timely for terminated, transferred, or inactive cardholders.
- Card training and policy acknowledgements were completed prior to card issuance and periodically thereafter.

Transaction Review and Reconciliation

- "Authority to Travel" Forms were completed appropriately and timely before any travel costs were incurred.
- Card transactions were reconciled timely in accordance with University policy.
- Supporting documentation was complete, accurate, and retained for all P-card, T-card, and One-card transactions.
- Transactions were reviewed and approved by an independent supervisor with appropriate authority.
- Actual expenses were reconciled to approved travel expenses per the "Authority to Travel' Form following the completion of the trip.
- Business purpose and account coding were documented and reviewed for appropriateness.
- Sales tax was appropriately reviewed and corrected when improperly charged.
- Disputed or questionable transactions were identified, documented, and resolved timely.
- Reconciled transactions were accurately posted to the general ledger.

Monitoring and Compliance Oversight

- Card activity was periodically monitored for unusual, high-risk, or noncompliant spending.
- Split transactions and serial purchases were identified and evaluated.
- Merchant category code (MCC) restrictions were established and enforced.
- Exception reports were reviewed and followed up on a timely basis.
- Repeated or significant policy violations were escalated and addressed through corrective action.
- Card compliance metrics and trends were reported to management periodically.

Our procedures included interviewing key personnel within Procurement Services to gain an understanding of the current processes in place, examining existing documentation, performing walkthroughs, and evaluating the internal controls over the process. We evaluated the existing policies, procedures and processes in their current state. Our coverage period was March 1, 2025, through February 28, 2026.

The objectives of this internal audit were as follows:

A. Determine whether internal controls over P-Cards, T-Cards, and One-Cards are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.
B. Ensure that controls over selected high-risk processes within the P-Card, T-Card, and One-Card processes are operating efficiently and effectively.

Texas Southern University

Internal Audit of Procurement Cards

October 21, 2026

Executive Summary

Through our interviews, evaluation of internal control design and testing of transactions, we identified seven findings. The listing of findings includes those items that have been identified and are considered to be non-compliance issues with documented Texas Southern University policies and procedures, rules and regulations required by law, or where there is a lack of procedures or internal controls in place to cover risks to the University. These issues could have significant financial or operational implications.

A summary of our results, by audit objective, is provided in the table below. *See the Appendix for an overview of the Assessment and Risk Ratings*.

OVERALL ASSESSMENT	Satisfactory

SCOPE AREA	RESULT	RATING
Objective A: Determine whether internal controls over P-Cards, T-Cards, and One-Cards are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.	Controls are generally in place; however, we identified that: • The University relies on decentralized and largely manual communication processes to identify employees requiring purchasing card deactivation. • The post-travel reconciliation process has not been documented in University policy or procedures. • Management has not established monitoring procedures or data analytic reviews to identify potential split transactions and serial purchases. • Management has not established formal procedures requiring the collection, analysis, and reporting of purchasing card compliance metrics and spending trends.	**Satisfactory**
Objective B: Ensure that controls over selected high-risk processes within the P-Card, T-Card, and One-Card processes are operating efficiently and effectively.	Controls are generally operating effectively; however, we identified that: • Required approvals for entertainment privileges were not consistently obtained prior to incurring entertainment expenses. • Management has not established sufficient monitoring procedures to ensure reconciliations are completed and approved by required deadlines. • Cardholders and approvers did not consistently identify or correct instances where sales tax was charged on otherwise eligible purchases.	**Satisfactory**

Conclusion

Based on our evaluation, Procurement Services has procedures and controls in place designed to mitigate risks within the significant processes. Additionally, our testing did not reveal any misuse or abuse of P-cards, T-Cards or One-Cards. However, we identified opportunities to strengthen the P-Card, T-Card, and One-Card process and effectiveness of controls within the Department.

Most significantly, management should strengthen purchasing card administration controls by establishing procedures for timely card cancellation, implementing a standardized notification process between Human Resources and Procurement Services, and performing periodic reconciliations of active cardholders.

The University should strengthen travel expense controls by implementing standardized post-travel reconciliation procedures, including review of actual expenditures against approved travel amounts, documentation of significant variances, and retention of evidence supporting reconciliation and approval activities.

Management should strengthen controls over split transactions and serial purchases by implementing monitoring procedures and periodic data analytics to identify potentially noncompliant purchasing activity. Management should also strengthen oversight of purchasing card activity by implementing a monitoring program with periodic analysis of cardholder transactions and compliance metrics.

The University should strengthen supervisory review procedures over procurement card transactions to ensure entertainment-related expenditures are evaluated for compliance with University requirements prior to approval and payment. Additionally, we recommend strengthening purchasing card reconciliation compliance by reinforcing approval requirements, implementing monitoring procedures for overdue reconciliations, and establishing escalation processes for recurring noncompliance.

Lastly, management should strengthen compliance with the University's tax-exempt purchasing requirements by enhancing cardholder training, reconciliation procedures, and monitoring activities.

Follow-up procedures will be performed in Fiscal Year 2027 to evaluate the effectiveness of remediation efforts taken to address the findings identified.

Detailed Procedures Performed, Findings, Recommendations and Management Response

Detailed Procedures Performed, Findings, Recommendations and Management Response

Our procedures included interviewing key personnel within the University's Procurement Services Department to gain an understanding of the current processes in place, examining existing documentation, performing walkthroughs, and evaluating the internal controls over the process. We evaluated the existing policies, procedures and processes in their current state.

Objective A: Design of Internal Controls

Determine whether internal controls over P-Cards, T-Cards, and One-Cards are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.

Procedures Performed: We gained an understanding of the current Procurement Card processes by conducting interviews and walkthroughs with key personnel within Procurement Services and examined existing documentation. We documented our understanding of the processes and identified controls over the following critical processes:

- Governance and Utilization
- Transaction Review and Reconciliation
- Monitoring and Compliance Oversight

We evaluated whether the identified internal controls are sufficiently designed to comply with University policies and procedures and mitigate critical risks associated with the P-Card, T-Card, and One-Card processes. We identified any unacceptable risk exposures due to control design inadequacy and any opportunities to strengthen the effectiveness of the existing control design.

Governance and Utilization

Finding 1 – High – Card Cancellation for Terminated Employees:
The University relies on decentralized and largely manual communication processes to identify employees requiring purchasing card deactivation. Management has not established service-level expectations, monitoring controls, reconciliation procedures, or documentation retention requirements to ensure purchasing cards are cancelled timely and that evidence of the process is retained.

The University's Payment Card Manual requires the Cardholder/Department Business Administrator (C/DBA) to notify the Purchasing Card Coordinator when a purchasing card should be cancelled due to employee separation, transfer, leave of absence, loss of business need, inappropriate card use, or other qualifying circumstances. The manual also requires cardholders to relinquish their purchasing cards when employment is terminated, suspended, transferred, or when their job responsibilities no longer require purchasing card privileges.

Although the Payment Card Manual assigns notification responsibilities to personnel in that employee's department, the actual process for identifying employees requiring card cancellation varies depending on the nature of the personnel action. For example, Human Resources is generally responsible for notifying the Purchasing Card Coordinator when an employee separates from the University, while other departments may be responsible for communicating employee transfers or other status changes. Upon receiving notification, the Purchasing Card Coordinator determines whether the individual is an active cardholder and, if applicable, deactivates the card. However, notifications are not always provided timely or consistently.

Additionally, the University relies on manual communication to identify employees requiring card deactivation and has not established:

- A timeframe for cancelling purchasing cards following employee separation, transfer, or other qualifying events;
- Independent monitoring procedures to identify active purchasing cards assigned to terminated or transferred employees; or
- Documentation retention requirements sufficient to demonstrate timely notification and card cancellation.

To evaluate compliance with card cancellation requirements, we reviewed 25 cardholder records associated with terminated employees, transferred employees, or other qualifying events requiring card deactivation. During testing, we identified the following:

- For 3 of 25 samples (12%), the University could not provide sufficient documentation to demonstrate when notification of the employee's separation, transfer, or other qualifying event was provided to the Purchasing Card Coordinator. Although card deactivation dates were available, we were unable to determine whether card cancellations occurred timely because supporting notification records were not maintained.
- For 10 of 25 samples (40%), purchasing cards were not cancelled timely following an employee's separation or transfer. Specifically:
    - Three instances lacked evidence that the Purchasing Card Coordinator was notified of the personnel action.
    - Four instances involved notifications that were provided after the employee's separation date, resulting in delayed card cancellation. One of these involved a cardholder who maintained both a Travel Card and Purchasing Card.
    - One instance involved a cardholder who maintained both a Travel Card and Purchasing Card. Although the Purchasing Card Coordinator received timely notification before the employee's termination, the cards were not cancelled until five days after the employee's separation date due to delays in processing the cancellation.

As a result, the University cannot consistently demonstrate that purchasing card privileges are removed promptly when employees separate from or transfer within the University.

Recommendation: We recommend management:

- Establish requirements defining the timeframe for cancelling purchasing cards following employee separation, transfer, or other qualifying events.
- Develop a standardized notification process between Human Resources, departmental administrators, and Procurement Services.
- Implement periodic reconciliations between active cardholder listings and Human Resources personnel records to identify cardholders who have separated, transferred, or otherwise no longer require card privileges.
- Implement monitoring controls and escalation procedures for overdue card cancellations.
- Establish documentation retention requirements for notification and cancellation records.
- Maintain evidence of notification dates, card deactivation dates, and management review activities to support compliance monitoring.

Management Response: Management agrees that the process for identifying and deactivating purchasing cards associated with separated, transferred, or otherwise ineligible employees should be strengthened.

Human Resources, Procurement Services, Finance and Business Administration, and applicable departments will establish a standardized notification and card-deactivation process. The revised process will define required notification and cancellation timeframes, identify responsible parties for separations and transfers, and establish documentation-retention requirements.

Procurement Services will also implement a periodic reconciliation of active cardholders against Human Resources personnel records to identify cards associated with terminated, transferred, or otherwise ineligible employees. Exceptions will be documented, investigated, and escalated when cancellation requirements are not met.

Management will retain evidence of the personnel notification date, card-deactivation date, reconciliation, exceptions identified, and management follow-up.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer; Interim Chief HR Officer
Implementation Date: February 28, 2027

Transaction Review and Reconciliation

Finding 2 – Low – Post Travel ATF Expense Reconciliation:
While department Business Administrators perform post-travel reconciliations, the process has not been documented in University policy or procedures. Furthermore, management has not established requirements for documenting travel cost variances, obtaining additional approvals for expenditures that exceed approved amounts, or retaining evidence of management review.

The University requires employees to complete an Authority to Travel Form (ATF) prior to travel that documents the business purpose of the trip and estimated travel costs. Department Business Administrators (DBAs) are expected to reconcile actual travel expenses to the approved amounts on the Authority to Travel Form following the completion of travel. However, this reconciliation process, including procedures for reviewing and approving travel cost variances, has not been documented in University policy or procedures.

To assess compliance with approved travel budgets, we reviewed 25 travel-related purchasing card transactions and compared actual travel expenditures to the amounts approved on the corresponding Authority to Travel Forms. We identified one exception (4%) where actual travel expenses exceeded the approved travel amount. In these instances, supporting documentation was not available to demonstrate that the increased costs were reviewed, justified, or approved by appropriate management personnel.

As a result, management may not have sufficient assurance that travel expenditures exceeding approved budgets are reasonable, necessary, and consistent with University expectations.

Recommendation: We recommend management:

- Document the post-travel reconciliation process within University travel policies and procedures.
- Require DBAs to compare actual travel expenditures to approved Authority to Travel amounts following completion of travel.
- Establish variance thresholds and require documented explanations for material differences between approved and actual expenditures.
- Require supervisory or departmental approval when actual travel expenditures exceed approved amounts.
- Maintain documentation evidencing reconciliation, variance review, and approval activities.
- Periodically monitor travel expenditures to identify recurring travel budget overruns and opportunities for strengthening spending controls.

Management Response: Management agrees that the post-travel reconciliation process should be formally documented and consistently applied.

Finance and Business Administration, in coordination with Procurement Services, will document procedures requiring Department Business Administrators to compare actual travel expenditures to the approved Authority to Travel amount following completion of travel.

The revised process will establish requirements for documenting variances, identifying the circumstances requiring additional approval, retaining supporting documentation, and escalating expenditures that exceed approved amounts without adequate justification.

Management will also establish periodic monitoring to identify recurring travel budget variances and areas requiring additional training or corrective action.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer
Implementation Date: March 31, 2027

Monitoring and Compliance Oversight

Finding 3 – Moderate – Split Transactions and Serial Purchases Monitoring:
Management has not established monitoring procedures or data analytic reviews to identify potential split transactions and serial purchases. Current oversight primarily relies on decentralized departmental review processes, which may not detect patterns occurring across multiple transactions, vendors, or reporting periods.

The University's Purchasing Card Program prohibits cardholders from attempting to make purchases that exceed their delegated purchasing authority or from making multiple purchases from the same vendor to circumvent purchasing limits and procurement requirements. Specifically, cardholders are prohibited from splitting a purchase into multiple transactions or making serial purchases intended to avoid established purchasing thresholds. Purchasing card transactions are reviewed as part of the normal statement reconciliation and approval process. However, the University has not implemented a monitoring process or analytic review designed to identify potential split transactions or serial purchases across cardholders, vendors, or reporting periods. As a result, the University relies primarily on manual reviews, which may not consistently detect transactions structured to circumvent purchasing requirements.

Without a monitoring process, management's ability to identify and investigate potential purchasing policy violations is limited.

Recommendation: We recommend management:

- Develop and implement a monitoring process to identify potential split transactions and serial purchases.
- Utilize periodic data analytics to identify:
  - Multiple purchases from the same vendor occurring on the same day or within a defined period;
  - Transactions occurring immediately below established purchasing thresholds;
  - Sequential purchases that cumulatively exceed delegated purchasing limits; and
  - Unusual purchasing patterns warranting further review.
- Establish procedures for investigating and documenting identified exceptions.
- Require corrective action and retraining for cardholders who violate purchasing card requirements.
- Periodically report monitoring results to procurement management to support oversight and accountability.

Management Response: Management agrees that enhanced monitoring and data analytics are necessary to identify potential split transactions and serial purchases.

Procurement Services will establish a recurring monitoring process using purchasing-card transaction data to identify potential exceptions, including multiple purchases from the same vendor within defined periods, purchases immediately below applicable thresholds, sequential transactions that cumulatively exceed delegated limits, and other unusual purchasing patterns.

Potential exceptions will be reviewed to distinguish legitimate transactions from policy violations. Confirmed violations will be documented and addressed through appropriate corrective action, which may include cardholder retraining, suspension or restriction of card privileges, and escalation to management.

Results will be periodically reported to Procurement and Finance and Business Administration leadership.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer
Implementation Date: April 30, 2027

Finding 4 – Moderate – Card Compliance Metrics and Trends Reporting:
Management has not established procedures requiring the collection, analysis, and reporting of purchasing card compliance metrics and spending trends. Oversight activities are primarily focused on individual transaction reviews rather than program-level monitoring and analytics.

The University has established policies and procedures governing purchasing card use, including requirements related to transaction limits, supporting documentation, approvals, prohibited purchases, and cardholder responsibilities. Effective oversight of a purchasing card program requires management to monitor compliance with these requirements and periodically evaluate spending trends to identify areas of elevated risk.

Purchasing card activity is reviewed on a transactional basis through departmental reconciliation and approval processes. However, the University has not established procedures to track and analyze purchasing card compliance metrics or spending trends, nor does it periodically report this information to management. As a result, management is not routinely provided with information regarding program performance, compliance issues, policy violations, card usage trends, or other indicators that may warrant further review.

Without monitoring and reporting processes, the University may be unable to identify emerging risks, recurring compliance issues, or unusual purchasing patterns in a timely manner.

Recommendation: We recommend management:

- Develop and implement a purchasing card monitoring program that includes periodic analysis of purchasing card activity.
- Establish key compliance and performance metrics, such as:
  - Late reconciliations and approvals;
  - Missing supporting documentation;
  - Transactions exceeding established thresholds;
  - Split transaction and serial purchase exceptions;
  - Cardholder training completion rates;
  - Active cards assigned to separated employees;
  - Spending trends by department, cardholder, and vendor.
- Prepare periodic management reports summarizing compliance metrics, spending activity, identified exceptions, and corrective actions.
- Review reported trends to identify areas requiring additional oversight, training, or policy enhancements.
- Maintain documentation supporting management's review and follow-up of identified exceptions.

Management Response: Management agrees that opportunities exist to strengthen monitoring of purchasing card compliance and spending trends.

Procurement Services, in coordination with Finance and Business Administration, will evaluate existing reporting and monitoring practices and identify appropriate opportunities to enhance management visibility into purchasing card activity, compliance concerns, and emerging risk areas.

As part of this effort, management will consider relevant compliance indicators, exception trends, and spending patterns that may support more effective oversight and inform future training, policy, or process improvements.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer
Implementation Date: April 30,2027

Objective B: Effectiveness of Internal Controls

Ensure that controls over selected high-risk processes within the P-Card, T-Card, and One-Card processes are operating efficiently and effectively.

<u>Governance and Utilization</u>

1. **Procedures Performed:** We selected a sample of 30 P-Card, T-Card, and One-Card holders during the period March 1, 2025, through February 28, 2026, and verified the following:
   - The selected cardholder was appropriate based on job title, position, and card type and had been an active employee of the University for greater than four months.

- The selected cardholder completed the Cardholder Application / Approval Form prior to the date of card issuance and acquired appropriate approvals.
- The credit limits for the selected P-card and One-card cardholder were appropriate based on card type and overrides were appropriately approved.
- The cardholder completed the Vector training appropriate for their card type prior to card issuance, or within the past year.

Results: No findings identified

2. **Procedures Performed:** For all 25 cancelled cards during the period March 1, 2025, through February 28, 2026, we verified that the card issued to the terminated employee was cancelled timely upon termination.

   Finding 1 – High – Card Cancellation for Terminated Employees

3. **Procedures Performed:** For all active cardholders, we performed an analysis over the listing of cardholders and verified all were included on the listing of active employees received from HR.

   Results: No findings identified

Transaction Review and Reconciliation

1. **Procedures Performed:** We selected a sample of 25 P-Card expenses during the period March 1, 2025, through February 28, 2026, and verified the following:
   - The purchase was in compliance with established purchasing guidelines (under $5,000), State of Texas Comptroller's office regulations, Texas Southern University procedures, and applicable state statutes.
   - The P-card was not used for personal or inappropriate purchases or professional services.
   - The Account Expense Report including the purchase was supported by itemized receipts and includes a description, purpose, and benefit for each transaction.
   - The Account Expense Report including the purchase was signed by the cardholder and approved by someone other than the cardholder.
   - The related reconciliation was completed in the system no later than the 10th of each month.
   - No sales tax was collected for the purchase and if it was collected, ensure it was refunded.

2. **Procedures Performed:** We selected a sample of 25 T-Card and One-Card expenses during the period March 1, 2025, through February 28, 2026, and verified the following:
   - Pre-approval was obtained for the expense via the Authority to Travel Form prior to the expense being incurred.
   - The expense amount did not exceed pre-approval amount.
   - The purchase was less than $5,000 and is not required to be competitively procured (quotes, RFP, RFQ, etc.).
   - The purchase is in compliance with established purchasing guidelines, State of Texas Comptroller's office regulations, Texas Southern University procedures, and applicable state statutes.
   - The P-card was not used for personal or inappropriate purchases or professional services.

- The Account Expense Report including the purchase was supported by itemized receipts and included a description, purpose, and benefit for each transaction.
- The Account Expense Report including the purchase was signed by the cardholder and approved by someone other than the cardholder.
- The related reconciliation was completed in the system no later than the 10th of each month.
- No sales tax was collected for the purchase and if it was collected, ensure it was refunded.

Finding 2 – Low – Post Travel ATF Expense Reconciliation

Finding 5 – Moderate – Entertainment Expense Authorization:
Required approvals for entertainment privileges were not consistently obtained prior to incurring entertainment expenses. We reviewed 25 procurement card transactions and identified one transaction (4%) involving an entertainment-related expenditure that was processed, approved, and paid by the University. For this transaction, the cardholder's procurement card application did not contain evidence of the required approval for entertainment privileges.

Although management provided the cardholder's procurement card application, the application did not include documentation demonstrating that the requisite authorization had been obtained prior to the cardholder incurring entertainment-related expenditures. Additionally, management was unable to provide alternative supporting documentation to substantiate that the required approval had been granted. As a result, Internal Audit was unable to verify that the cardholder had been appropriately authorized to incur entertainment expenses in accordance with University procurement card requirements.

Recommendation: Management should strengthen supervisory review procedures over procurement card transactions to ensure entertainment-related expenditures are evaluated for compliance with University requirements prior to approval and payment. As part of the expense report review process, reviewers should verify that cardholders have the required entertainment privileges on file before approving entertainment-related transactions. Transactions lacking evidence of the required authorization should be escalated for further review and resolved before payment is processed.

Management Response: Management agrees that existing review procedures should be reinforced to ensure entertainment-related expenditures are appropriately authorized.

Procurement Services will review current approval practices and provide additional guidance to cardholders and approvers regarding documentation requirements for entertainment privileges. Where appropriate, Procurement will incorporate verification of required authorization into the existing transaction review process and address identified exceptions through established review and escalation procedures.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer
Implementation Date: April 30,2027

Finding 6 – Moderate – Timely Reconciliation:
Management has not established sufficient monitoring procedures to ensure reconciliations are completed and approved by required deadlines. In addition, documentation practices do not consistently capture review and approval dates necessary to demonstrate timely completion of reconciliation activities. Existing oversight processes also do not consistently identify and address situations where cardholders or approvers fail to complete their responsibilities within established timeframes.

The University's Purchasing Card Program requires cardholders to reconcile purchasing card transactions and submit supporting documentation by the 10th day of each month. Following submission, the reconciliation package must be reviewed and approved by the appropriate supervisor and College/Department Business Administrator before being provided to Procurement Services. Timely reconciliation serves as a key internal control designed to identify errors, unauthorized transactions, unsupported expenditures, and other discrepancies before financial records are finalized.

To evaluate compliance with reconciliation requirements, we reviewed 25 purchasing card transactions and 25 travel-related purchasing card transactions to determine whether reconciliations were completed and approved by the required deadline.

For general purchasing card transactions, we identified five exceptions (20%). Specifically:

- For 2 of 25 samples, evidence of review and approval was present; however, supporting documentation did not include a review or approval date, preventing verification that the reconciliation was completed by the required deadline.
- For 2 of 25 samples, reconciliations were submitted by the cardholder after the required deadline and, as a result, were approved after the deadline.
- For 1 of 25 samples, the reconciliation was submitted two days before the deadline but was not approved until five days after the deadline, indicating delays in the review and approval process despite timely submission by the cardholder.

For travel-related purchasing card transactions, we identified seven exceptions (28%) where reconciliations were submitted by the cardholder on or after the required deadline and, as a result, were approved after the required deadline.

Overall, 13 of 50 transactions tested (26%) were either not reconciled timely or lacked sufficient documentation to demonstrate timely completion. As a result, the University did not consistently comply with established reconciliation requirements and lacked assurance that purchasing card transactions were reviewed and approved in a timely manner.

Recommendation: We recommend management:

- Reinforce reconciliation and approval requirements with cardholders, supervisors, and Department Business Administrators.
- Implement monitoring procedures to identify overdue reconciliations and approvals before monthly deadlines pass.
- Establish escalation procedures for delinquent reconciliations and recurring noncompliance.
- Require reconciliation packages to include documented submission, review, and approval dates.

- Periodically report reconciliation compliance metrics and aging of outstanding reconciliations to Procurement management.
- Consider implementing automated reminders and workflow controls to notify cardholders and approvers of upcoming deadlines and outstanding actions.

Management Response: Procurement Services will reinforce existing reconciliation deadlines and clarify expectations for cardholders, supervisors, and Department Business Administrators regarding timely submission, review, and approval. Current reconciliation practices will be reviewed to identify opportunities to better track outstanding items and improve visibility into transactions that have not been reconciled or approved within established timeframes.

Procurement Services will also reinforce the requirement to maintain sufficient documentation demonstrating when reconciliations were submitted, reviewed, and approved. Where recurring delays or incomplete documentation are identified, Procurement will follow up with the responsible individuals or departments and escalate repeated instances of noncompliance as appropriate.

Management will periodically review reconciliation exceptions and recurring delays to determine whether additional training, process changes, or other corrective actions are warranted.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer
Implementation Date: February 28,2027

Finding 7 – Low – Sales Tax Collection:
Cardholders and approvers did not consistently identify or correct instances where sales tax was charged on otherwise eligible purchases. In addition, reconciliation and review procedures were not sufficiently effective to detect improperly charged sales tax and ensure refunds were requested and received when appropriate.

As a tax-exempt institution, the University is generally exempt from paying Texas sales tax on qualifying purchases. The Payment Card Manual designates cardholders as responsible for utilizing the University's tax-exempt status when making purchases and obtaining refunds when sales tax is charged in error. Departments and approvers are also responsible for reviewing transactions during the reconciliation process to ensure sales tax is not paid unnecessarily and that any incorrectly charged taxes are recovered.

To evaluate compliance with tax-exempt purchasing requirements, we reviewed 25 purchasing card transactions. During testing, we identified three exceptions (12%) where sales tax was charged on purchases and was not subsequently refunded to the University. As a result, the University incurred avoidable costs and did not fully realize available tax-exempt purchasing benefits.

These exceptions indicate that cardholders and reviewers did not consistently verify whether sales tax was appropriately applied or pursue refunds when tax was charged in error.

Recommendation: We recommend management:

- Reinforce tax-exempt purchasing requirements with cardholders, travelers, and approvers.
- Require cardholders to present tax-exempt documentation for all eligible purchases.
- Enhance reconciliation procedures to specifically review transactions for improperly charged sales tax.
- Require cardholders and departments to pursue vendor refunds when sales tax is charged in error.
- Provide periodic training regarding the University's tax-exempt status, including circumstances in which exemptions may or may not apply.
- Periodically monitor transactions for sales tax exceptions and communicate recurring issues to departments for corrective action.

Management Response: Management agrees that controls should be reinforced to reduce the occurrence of unnecessary Texas sales tax charges on qualifying purchases and improve follow-up when Texas sales tax is charged in error.

Procurement Services will reinforce the University's Texas sales tax-exempt purchasing requirements with cardholders, Department Business Administrators, and approvers. Cardholders will be reminded to use the University's tax-exempt documentation for qualifying purchases made within the State of Texas, as applicable.

As part of the existing reconciliation and review process, cardholders and approvers will be expected to identify Texas sales tax charges, determine whether the purchase qualifies for the University's exemption, and pursue a refund when Texas sales tax was incorrectly assessed.

Purchases made outside the State of Texas will remain subject to the applicable tax requirements of the jurisdiction in which the transaction occurs.

Procurement Services will provide appropriate guidance and review regarding Texas sales tax exceptions to determine whether additional training or corrective action is warranted.

Responsible Party: Interim SAVP Procurement and Chief Procurement Integrity Officer
Implementation Date: March 31,2027

Appendix

The appendix defines the approach and classifications utilized by Internal Audit to assess the residual risk of the area under review, the priority of the findings identified, and the overall assessment of the procedures performed.

Report Ratings

The report rating encompasses the entire scope of the engagement and expresses the aggregate impact of the exceptions identified during our test work on one or more of the following objectives:

- Operating or program objectives and goals conform with those of the University
- University objectives and goals are being met
- The activity under review is functioning in a manner which ensures:
    - Reliability and integrity of financial and operational information
    - Effectiveness and efficiency of operations and programs
    - Safeguarding of assets
    - Compliance with laws, regulations, policies, procedures and contracts

The following ratings are used to articulate the overall magnitude of the impact on the established criteria:

Strong	The area under review meets the expected level. No high risk rated findings and only a few moderate or low findings were identified.
Satisfactory	The area under review does not consistently meet the expected level. Several findings were identified and require routine efforts to correct, but do not significantly impair the control environment.
Unsatisfactory	The area under review is weak and frequently falls below expected levels. Numerous findings were identified that require substantial effort to correct.

Risk Ratings

Residual risk is the risk derived from the environment after considering the mitigating effect of internal controls. The area under audit has been assessed from a residual risk level utilizing the following risk management classification system.

High High risk findings have qualitative factors that include, but are not limited to:

- Events that threaten the University's achievement of strategic objectives or continued existence
- Impact of the finding could be felt outside of the University or beyond a single function or department
- Potential material impact to operations or the University's finances
- Remediation requires significant involvement from senior University management

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Moderate Moderate risk findings have qualitative factors that include, but are not limited to:

- Events that could threaten financial or operational objectives of the University
- Impact could be felt outside of the University or across more than one function of the University
- Noticeable and possibly material impact to the operations or finances of the University
- Remediation efforts that will require the direct involvement of functional leader(s)
- May require senior University management to be updated

Low Low risk findings have qualitative factors that include, but are not limited to:

- Events that do not directly threaten the University's strategic priorities
- Impact is limited to a single function within the University
- Minimal financial or operational impact to the University
- Require functional leader(s) to be kept updated, or have other controls that help to mitigate the related risk

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit and Compliance

ITEM: Internal Audit Report on Key Financial Systems Logical Access

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Internal Audit completed a review of logical access controls within the University's Ellucian Banner environment. The audit evaluated whether user access was appropriately provisioned and monitored, including user access reviews and logging and monitoring controls.

The audit identified seven opportunities for strengthening internal controls. Areas identified for improvement include access administration, permissions, system monitoring, periodic access reviews, and segregation of duties.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Key Systems Logical Access - Internal Audit Draft Report - Under Separate Cover

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 04.06.04-Account Management
MAPP Policy: 04.06.06-Adm Special Access
MAPP Policy: 04.06.14-Network Access Security
MAPP Policy: 04.06.21-Security Monitoring
MAPP Policy: 04.06.22-Security Standards

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.1 Improve student experience — streamline processes/technology
4.1 Update and optimize technology platforms and data governance

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

10/24/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb 10/25/2026

CHIEF FINANCIAL OFFICER **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Audit Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

Clyde McNeil
Clyde McNeil (Oct 25, 2026 16:06 PDT)

10/25/2026

INTERNAL CHIEF AUDIT EXECUTIVE | **DATE**

James Crawford (Oct 26, 2026 20:33:24 CDT)

10/26/2026

PRESIDENT | **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: Internal Audit Report on Financial Close and Reporting

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Office of Internal Audit presents the results of the Financial Close and Reporting Audit for informational purposes.

The audit identified four areas for improvement.

Management is responsible for implementing corrective actions to strengthen financial reporting controls.

Internal Audit will monitor remediation efforts and conduct follow-up procedures during Fiscal Year 2027.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Internal Audit Report – Financial Close and Reporting

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.01.07- Segregation of Duties
MAPP Policy: 03.07.05- Expenditure Redistribution and Correction
MAPP Policy: 03.07.07- Reconciliation of General Ledger FOAPAL Balances
MAPP Policy: 03.07.09- Bank Account Reconciliation Procedures

ACTION REQUESTED: This item is presented for information and discussion. No Board action is requested.

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



GENERAL COUNSEL

10/28/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

CHIEF FINANCIAL OFFICER

10/28/2026

DATE

James Crawford (Oct 28, 2026 10:46:40 CDT)

PRESIDENT

10/28/2026

DATE

Texas Southern University

Internal Audit of Financial Close and Reporting

Report Date: October 21, 2026

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Assurance • Tax • Advisory

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Appendix 15

Board of Regents
Texas Southern University
3100 Cleburne Street
Houston, TX 77004

Dear Board of Regents:

This report presents the results of the internal audit procedures performed for Texas Southern University (TSU or the University) during the period April 9, 2026, through October 12, 2026, relating to the financial close and reporting processes of the University.

The objectives of the internal audit were to evaluate the design and effectiveness of Texas Southern University's financial close and reporting processes as follows:

A. Determine whether internal controls over Financial Close and Reporting are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.

B. Ensure that controls over selected high-risk processes within the Financial Close and Reporting processes are operating efficiently and effectively.

To accomplish these objectives, we conducted interviews and walkthroughs with personnel responsible for financial close and reporting processes within the University's Finance and Business Administration. We also examined existing documentation, evaluated internal controls over the processes, and performed specific testing procedures to assess controls. Our coverage period was September 1, 2025, through April 30, 2026. Procedures were performed remotely and an exit meeting was conducted on October 12, 2026.

The following report summarizes the findings identified, risks to the organization, recommendations for improvement and management's responses.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
October 21, 2026

Texas Southern University

Internal Audit of Financial Close and Reporting

October 21, 2026

Background

Texas Southern University's Finance and Business Administration administers and oversees the University's Financial Close and Reporting processes, which are designed to produce accurate, complete, and timely financial information and to support the University's annual financial reporting obligations to the State. The department is responsible for performing monthly and year-end account reconciliations, preparing and approving journal entries, coordinating month-end and year-end close activities, and preparing the University's Annual Financial Report (AFR) for submission to the Texas Comptroller of Public Accounts and the Texas Higher Education Coordinating Board. The department also investigates and resolves reconciling items, records adjusting entries in the correct period, and responds to requests from external auditors and state oversight agencies. Additionally, the Finance and Business Administration is responsible for maintaining the close schedule and checklists, monitoring the completion of close activities, and enforcing appropriate review and approval of journal entries before posting. Through these processes, the University seeks to provide reliable financial information to management, governing bodies, and external stakeholders while maintaining accountability and safeguarding institutional resources.

Given the volume of manual activity involved in the close process and the risks associated with untimely reconciliations, unresolved reconciling items, unsupported account balances, inadequate journal entry approval, and inaccurate financial reporting, effective controls are critical to the integrity of the University's financial records. In addition, oversight from external auditors, state oversight agencies, and other stakeholders highlights the importance of maintaining a well-defined and consistently executed financial close process.

Audit Objective and Scope

This audit focused on the design and effectiveness of TSU’s financial close and reporting processes in place. The audit evaluated the internal controls over the University's key processes, focusing on the following areas:

- Monthly Reconciliations
- Audit Preparation
- Financial Close Procedures
- Journal Entries

Our procedures were designed to ensure relevant risks were covered and verify the following:

Monthly Reconciliations

- Monthly balance sheet accounts were reconciled timely, completely, and accurately, with reconciling items identified, supported, reviewed, and resolved in accordance with University policy.
- Monthly adjusting entries, including those affecting revenue, payables, receivables, and grants, were identified through the reconciliation process, supported with appropriate documentation, and posted in the correct period to ensure account balances were complete and accurate.
- Reconciliations were prepared by knowledgeable staff and independently reviewed, ensuring errors, omissions, or unusual balances were detected and corrected prior to financial reporting.
- Reconciliation processes were consistently applied across funds, systems, and subledgers, including auxiliary, restricted, grant, clearing, and fixed asset accounts, to ensure financial information was reliable and complete.
- Aged or unreconciled items were appropriately investigated, resolved, or escalated, reducing the risk of misstated assets, liabilities, or fund balances.

Texas Southern University

Internal Audit of Financial Close and Reporting

October 21, 2026

Audit Preparation

- The University maintained well-documented, organized, and supportable workpapers, enabling timely and accurate responses to external auditors and state oversight requests.
- Roles, responsibilities, and timelines for audit coordination were clearly defined and communicated, reducing the risk of delays, incomplete submissions, or inconsistent information provided to auditors.
- Financial data provided for audit and state reporting purposes was complete, accurate, and reconciled to the general ledger, ensuring consistency across audited and unaudited submissions.
- Management performed quality control reviews over audit schedules and disclosures prior to submission, reducing the risk of post-submission corrections or audit adjustments.

Financial Close Procedures

- The financial close process was formally defined, documented, and executed consistently, including standardized close calendars, checklists, and cutoff procedures.
- Key close activities (accruals, allocations, reclassifications, estimates, and capital asset entries such as additions, disposals, and depreciation) were performed timely and reviewed, ensuring financial results were complete and accurate for each reporting period.
- Financial statement disclosures were identified, drafted, and reviewed as part of the close process, with supporting documentation retained to ensure disclosures were complete, accurate, and consistent with applicable accounting standards and state reporting requirements.
- Close procedures supported compliance with applicable accounting standards and state reporting requirements, including higher-education and governmental reporting expectations.
- System access, dependencies, and handoffs during close were appropriately coordinated, reducing the risk of incomplete postings or last-minute manual adjustments.

Journal Entries

- Journal entries were accurately prepared, adequately supported, and properly authorized prior to posting to the general ledger.
- Manual and non-routine journal entries were subject to heightened review, reducing the risk of error, bias, or inappropriate financial statement adjustments.
- Journal entries were recorded in the correct accounting period, ensuring proper cutoff and accurate financial reporting.

Segregation of duties was appropriately enforced between journal entry preparation, approval, and posting, mitigating the risk of unauthorized or fraudulent entries. Our procedures included interviewing key personnel within the University's Finance and Business Administration to gain an understanding of the current processes in place, examining existing documentation, performing walkthroughs, and evaluating the internal controls over the process. We evaluated the existing policies, procedures and processes in their current state. Our coverage period was September 1, 2025, through April 30, 2026.

The objectives of this internal audit were as follows:

A. Determine whether internal controls over Financial Close and Reporting are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.

B. Ensure that controls over selected high-risk processes within the Financial Close and Reporting processes are operating efficiently and effectively.

Texas Southern University

Internal Audit of Financial Close and Reporting

October 21, 2026

Executive Summary

Through our interviews, evaluation of internal control design and testing of transactions, we identified four findings. The findings include those items that have been identified and are considered to be non-compliance issues with documented Texas Southern University policies and procedures, rules and regulations required by law, or where there is a lack of procedures or internal controls in place to cover risks to the University. These issues could have significant financial or operational implications.

A summary of our results, by audit objective, is provided in the table below. *See the Appendix for an overview of the Assessment and Risk Ratings*.

OVERALL ASSESSMENT	Unsatisfactory

SCOPE AREA	RESULT	RATING
Objective A: Determine whether internal controls over Financial Close and Reporting are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.	Our audit identified significant deficiencies in the design of controls over the financial close and reporting process. Specifically, management had not established: • Monitoring or escalation procedures for overdue reconciliations. • Documented requirements for maintaining the month-end and year-end close checklists. • Procedures for the aging, escalation, and resolution of reconciling items. • Documented journal entry approval authority and monetary thresholds.	**Unsatisfactory**
Objective B: Ensure that controls over selected high-risk processes within the Financial Close and Reporting processes are operating efficiently and effectively.	Controls are not operating effectively. Specifically: • Account reconciliations were completed after established deadlines. • Close checklists were incomplete and inconsistently maintained. • Reconciling items remained unresolved across multiple accounting periods. • Journal entries over $1 million were approved by unauthorized personnel.	**Unsatisfactory**

Conclusion

Based on our evaluation, the financial close and reporting process has significant control deficiencies that require substantial remediation efforts.

Most significantly, we recommend that the University prioritize strengthening its month-end and year-end close monitoring processes. Management should establish formal procedures to ensure all required close activities and account reconciliations are tracked, assigned, completed, reviewed, and documented within established deadlines. These procedures should include monitoring and escalation steps that identify overdue reconciliations and other close activities, track completion status, and give management timely visibility into outstanding items. These enhancements will improve accountability, support timely financial reporting, and provide management with greater assurance that key close activities are performed consistently and completely.

The University should also establish formal procedures governing the resolution of reconciling items, including defined resolution timeframes, assigned ownership, and an aging schedule for outstanding items. Management should periodically review balances older than 30 days to determine whether corrective journal entries or other actions are necessary. These improvements will help ensure discrepancies are investigated and corrected promptly, reducing the risk that errors or misstatements carry forward across multiple reporting periods.

The University should enhance controls over journal entry approvals by documenting approval authority and monetary thresholds within its policies and procedures. Management should implement monitoring controls to verify that journal entries receive the required level of review and evaluate opportunities to automate approval routing based on those thresholds. These actions will strengthen oversight of significant financial transactions and provide greater assurance that high-dollar journal entries are appropriately reviewed and approved prior to posting.

Finally, management should strengthen annual close procedures to ensure year-end reconciliations are completed, reviewed, and approved prior to internal and external reporting deadlines. Formal monitoring and escalation procedures, combined with clear accountability and documentation requirements, will help ensure balances reported in the Annual Financial Report are adequately supported and validated before submission.

Follow-up procedures will be performed in Fiscal Year 2027 to evaluate the effectiveness of remediation efforts taken to address the findings and observation identified during the audit.

Detailed Procedures Performed, Findings, Recommendations and Management Response

Texas Southern University

Internal Audit of Financial Close and Reporting

October 21, 2026

Detailed Procedures Performed, Findings, Recommendations and Management Response

Our procedures included interviewing key personnel within the University's Finance and Business Administration to gain an understanding of the current processes in place, examining existing documentation, performing walkthroughs, and evaluating the internal controls over the process. We evaluated the existing policies, procedures and processes in their current state.

Objective A: Design of Internal Controls

Determine whether internal controls over Financial Close and Reporting are designed to efficiently and effectively address risks within the processes and ensure compliance with applicable standards.

Procedures performed: We gained an understanding of the current financial close and reporting processes by conducting interviews and walkthroughs with key personnel within the Finance and Business Administration and examined existing documentation. We documented our understanding of the processes and identified controls over the following processes:

- Monthly Reconciliations
- Audit Preparation
- Financial Close Procedures
- Journal Entries

We evaluated whether the identified controls are sufficiently designed to comply with University policies and procedures and mitigate critical risks associated with the financial close and reporting processes. We identified any unacceptable risk exposures due to control design inadequacy or any opportunities to strengthen the effectiveness of the existing control design.

Monthly Reconciliations

Finding 1 – High – Monthly Reconciliation Timeliness

The University has established procedures and deadlines for completing monthly account reconciliations through its Month-End Close Checklist; however, management has not established sufficient monitoring procedures to ensure reconciliations are completed and reviewed within the required timeframe. The Checklist establishes a monthly closing schedule that includes due dates for account reconciliations and a hard-close date for each month. Delayed reconciliations are not identified, monitored, or escalated when established deadlines are missed.

We reviewed all account reconciliations prepared for the November 2025, February 2026, and April 2026 month-end close periods to determine whether reconciliations were completed timely with appropriate supporting documentation. A reconciliation was considered late if it was completed after the applicable month's hard-close date. From a population of 72 reconciliations reviewed, we identified that all reconciliations were prepared and reviewed after the hard-close date ranging from 2 to 244 days late.

As a result, delayed reconciliations may lead to the risk that errors, omissions, unauthorized transactions, or other financial reporting discrepancies may remain undetected and uncorrected for extended periods. Additionally, the absence of timely reconciliation and monitoring processes limits management's ability to rely on financial information for decision-making and increases the likelihood that inaccurate account balances could be carried forward into subsequent reporting periods.

Recommendation: We recommend management:

- Evaluate reconciliation deadlines and available staffing to ensure expectations are achievable and consistently applied.
- Implement monitoring procedures to identify overdue reconciliations before the period is closed and report their status to the CFO each month.
- Establish escalation procedures for reconciliations that are not completed by the deadline.
- Require each reconciliation to document the preparer, reviewer, and the date of each sign-off.
- Designate backup preparers and reviewers and cross-train staff on each account.

Management Response: Management acknowledges the finding and has implemented corrective actions to strengthen the timeliness, accountability, and oversight of monthly account reconciliations.

Account reconciliations have been assigned to designated accountants, with independent reviewers responsible for verifying completeness, accuracy, and supporting documentation. Additionally, management has established a formal monthly close certification process that includes monitoring reconciliation completion against established deadlines, review of outstanding items, and escalation of delays.

The certification process requires review and sign-off by the Senior Associate Vice President of Finance Operations and the Chief Financial Officer, providing an additional level of executive oversight and accountability.

These measures are intended to ensure timely completion of reconciliations, prompt resolution of discrepancies, and improved reliability of the University's monthly financial reporting.

Responsible Party: Senior Assistant Vice President of Finance Operations

Implementation Date: September 1, 2026

Finding 2 – Moderate – Unresolved Prior-Period Adjustments

The University identifies reconciling items during the monthly reconciliation process however; management has not established formal procedures governing the timely resolution of those items. Specifically, the University has not documented requirements for clearing aging reconciling items, assigning ownership, tracking resolution status, escalating long-outstanding items, or recording adjustments within a prescribed timeframe. As a result, reconciling items remained unresolved across multiple accounting periods without evidence of consistent follow-up, review, or corrective action.

As part of the monthly reconciliation process, differences identified between account balances recorded in Banner and supporting documentation are recorded as reconciling item until resolution. Reconciling items generally require investigation and, when appropriate, correction through a journal entry or other accounting adjustment. Timely resolution of reconciling items helps ensure financial records are accurate, complete, and supported before each accounting period is closed.

Reconciling items are expected by the University's Finance and Business Administration personnel to be resolved within 30 days; however, this expectation has not been formally incorporated into University policies or procedures. Additionally, management does not maintain a centralized process for aging outstanding items or monitoring their resolution.

To evaluate whether reconciling items were resolved timely, we reviewed the reconciling items included in the November 2025, February 2026, and April 2026 account reconciliations. During testing, we identified the following errors and discrepancies:

The Payroll Account reconciliation carried the same $83,282.63 reconciling balance in all three months reviewed. Management explained that the balance consisted of older items, including payroll tax accrual adjustments, stale-dated check transactions, and a prior-year payroll accrual reversal from FY24. The reconciling items within the carried adjustment balance remained consistent through out all three months evaluated.

- The Revenue Account reconciliation included a reconciling item of $64,246.32 in November 2025 and February 2026, and $54,246.32 in April 2026. The balance consisted of identical reconciling items during November 2025 through February 2026. A transfer credit of $10,000 was removed from the balance during April 2026.

- The Operating Account reconciliation included adjustments of $32,289.53 in November 2025, $27,289.52 in February 2026, and $26,379.52 in April 2026. The adjustment balance variability is primarily driven by a $5,000 correcting entry that was removed from the balance between November 2025 and February 2026. The remaining reconciling items remained virtually unchanged through April 2026.

These items represent prior-period adjustments and accrual reversals that had not yet been recorded. However, these items remained on the reconciliations across multiple close periods, beyond the 30-day expectation for resolution, without documented aging, assigned responsibility, or evidence of follow-up.

Recommendation: We recommend that management:

- Define required timeframes for investigation and resolution.
- Require assignment of responsibility for each outstanding item.
- Maintain an aging schedule of unresolved items.
- Establish escalation requirements for items exceeding defined thresholds.
- Require sufficient supporting documentation to substantiate the nature and status of each reconciling item.
- Periodically review long-outstanding items and determine whether corrective journal entries or other actions are necessary.

Management Response: Management agrees that outstanding reconciling items should be more consistently tracked and resolved. The Controller's Office will establish clearer expectations for documenting, assigning, monitoring, and resolving reconciling items identified through the monthly reconciliation process.

Long-outstanding items will be addressed in our quarterly Balance Sheet Review process, which we conducted during October 2026 for the FY26 annual accounting close. Going forward, the Controller's Office will periodically review to determine the appropriate corrective action, including whether a journal entry or other accounting adjustment is required during our Balance Sheet Review discussions.

Responsible Party: Senior Assistant Vice President of Finance Operations

Implementation Date: March 31, 2027

Financial Close Procedures

Finding 3 – Moderate – Month-End and Annual Close Monitoring

The University uses month-end and year-end close checklists to track required close activities; however, management has not established formal requirements to ensure the checklists are complete and consistently maintained. Specifically, management has not established standard status designations, completion documentation requirements, or a process to verify that every required close activity is listed and tracked. As a result, the checklists do not provide management with a complete and reliable view of the status of the close.

The University's Month End Closing Procedures assign the Controller responsibility for creating the monthly and year-end closing schedule, maintaining the month-end close checklist, assigning tasks to departments, and confirming that items are completed. The checklist is maintained manually and serves as management's primary tool for monitoring whether required close activities are completed before each period is closed. To evaluate the design of controls of the close monitoring process, we reviewed the Month-End Close Checklists for November 2025, February 2026, and April 2026 and the FY25 Year-End Close Checklist. We identified the following:

- For 45 of 72 (63%) account reconciliations, the account was not listed on the Month-End Close Checklist and as a result, the reconciliation did not have an assigned due date or completion status.
- 19 reconciliations lacked documented preparation and/or review dates, preventing verification that the reconciliations were completed and reviewed in a timely manner.
- Checklist items were marked "TBD," left blank, or not marked complete, with no documented explanation of status.
- The FY25 Year-End Close Checklist did not document completion dates. Management indicated that evidence of completion is maintained separately within Comptroller systems, Banner, hard- copy files, reconciliations, journal entries, or email.

Without a complete and consistently maintained checklist, management cannot readily determine whether required close activities are complete, pending, or overdue, and cannot consistently ensure the close is completed before each period is closed.

Recommendation: We recommend that management:

- List every required account reconciliation and close activity on the month-end and year-end checklists, with an assigned owner and due date.
- Establish standard status designations (e.g., Not Started, In Progress, Complete, Not Applicable, Overdue).
- Require documentation of the completion date and reviewer for each activity, or reference where completion evidence is retained.
- Consider implementing automated reminders and workflow controls to assign close activities, notify preparers and reviewers of upcoming deadlines and outstanding actions, and retain evidence of sign-off.

Management Response: Management agrees that the month-end and year-end close checklists should provide a more complete and consistent view of close activities.

The Controller's Office will review and update the close checklists to better identify required activities, responsible parties, due dates, and completion status. Management will also strengthen documentation of completion and review to improve visibility into activities that are complete, pending, or overdue.

Responsible Party: Senior Assistant Vice President of Finance Operations

Implementation Date: March 31, 2027

Journal Entries

Finding 4 – High – Journal Entry Approval Authority

Management has not documented the approval authority and monetary thresholds required for journal entries. Management's journal entry preparation, documentation, and approval procedures establish requirements for preparing, supporting, reviewing, approving, and posting journal entries; however, the procedures do not define monetary approval thresholds or the corresponding approval authority.

Management stated that the Accounting Manager approves journal entries of $1 million or less, and the Controller must review and approve entries over $1 million before posting. However, there is not a system report that shows both the preparer and approver of each journal entry. There are also no monitoring procedures to confirm that the correct person approves each entry. As a result, individuals without the required authority approved journal entries over $1 million.

We analyzed the Journal Voucher Listings provided by management from September 1, 2025, through April 30, 2026, to identify journal entries over $1 million and the individuals who approved each entry. During testing, we identified 33 journal entries over $1 million, totaling $296,655,846.64 from September 1, 2025, through April 30, 2026, that were approved by individuals other than the Controller.

The individuals identified with approvals over $1 million maintained the following titles:

- Senior Accountant
- Manager of Accounting
- Grant Accountant
- Director of Research Financial Services

As a result, the University lacked assurance that high-dollar journal entries received Controller-level review prior to posting. Because the approval threshold exists only through management's verbal description, has not been formally documented, and is not monitored, journal entries with a significant impact on the University's financial statements can be posted without the review management stated is required. This increases the risk that errors, unauthorized entries, or inappropriate adjustments go undetected, and limits management's ability to demonstrate effective oversight of the journal entry process.

Recommendation: We recommend that management:

- Document monetary approval thresholds and the corresponding approval authority in the journal entry procedures.
- Evaluate whether Banner can enforce routing of journal entries over the threshold to the Controller for approval.
- Monthly, perform a quality control review of approved journal entries to confirm approvals align with documented authority.

Management Response: Management agrees that journal entry approval authority and applicable monetary thresholds should be formally documented and consistently applied.

The Controller's Office will update the University's journal entry procedures to define approval authority and monetary thresholds. Management will also evaluate available system and procedural controls to support appropriate routing and approval of higher-dollar journal entries and will periodically review journal entry approvals for compliance with established requirements.

Responsible Party: Senior Assistant Vice President of Finance Operations

Implementation Date: March 31, 2027

Objective B: Effectiveness of Controls

Ensure that controls over selected high-risk processes within the Financial Close and Reporting processes are operating efficiently and effectively.

Monthly Reconciliations

1. **Procedures Performed:** We selected a sample of 3 months across the coverage period and reviewed 72 total account reconciliations. During this review we verified the following:
   - The reconciliation was conducted in a timely manner within the established close timeline.
   - The reconciliation balance agreed to the supporting bank statement and general ledger, and that reconciling items were supported by appropriate documentation.
   - Reconciliation cover sheets contained preparer and reviewer sign-off and that completion of the reconciliation was documented on the month-end close checklist.
   - Reconciliations were prepared using a consistent format and retained with supporting documentation to support management review and financial reporting.

Results: We identified, of the 72 account reconciliations reviewed across the three months, all were completed after the applicable hard-close date, ranging from 2 to 244 days late. We additionally identified multiple reconciling items that remained unresolved across several accounting periods, including recurring balances in payroll, revenue, and operating accounts.

Finding 1 – High – Monthly Reconciliation Timeliness

Finding 2 – Moderate – Unresolved Prior-Period Adjustments

Audit Preparation

2. **Procedures Performed:** We evaluated the design of controls over the audit preparation process to determine whether management maintains complete, accurate, and organized support for external audit and regulatory reporting requirements. Specifically, we verified:
   - Supporting schedules, workpapers, and documentation were maintained and organized to support external audit and state reporting activities.
   - Roles, responsibilities, and timelines for audit coordination were clearly defined and communicated to relevant personnel.
   - Financial data submitted to external auditors and regulatory agencies was verified for completeness, accuracy, and consistency with the general ledger.
   - Management performed quality control reviews of audit schedules, disclosures, and supporting documentation prior to submission.

   Results: No findings identified.

Financial Close Procedures

3. **Procedures Performed:** We reviewed the Month-End Close Checklists for November 2025, February 2026, and April 2026, as well as the FY25 Year-End Close Checklist and verified the following:
   - Required close activities were included on the checklists and assigned completion due dates.
   - Checklist items contained consistent status indicators and evidence of completion.
   - Management maintained sufficient documentation to monitor the status of month-end and year-end close activities.

   Results: We identified 45 instances where reconciliations were not included on the Month-End Close Checklist, reconciliations lacked documented preparation and/or review dates, and checklist items contained incomplete or unclear status information without supporting explanations. In addition, the FY25 Year-End Close Checklist did not document completion dates for close activities.

   Finding 3 – Moderate – Month-End and Annual Close Monitoring

Journal Entries

4. **Procedures Performed:** We reviewed journal entry policies, procedures, and approval practices to evaluate whether journal entries were subject to approval by individuals with appropriate authority based on the nature and monetary value of the transaction. Specifically, we validated the following:
   - Journal entry approval authority and approval thresholds were documented.
   - High-dollar journal entries were approved by personnel with the appropriate level of authority.

   Results: We identified 33 journal entries over $1 million, totaling $296,655,846.64 from September 1, 2025, through April 30, 2026, that were approved by individuals other than the Controller.

   Finding 4 – High – Journal Entry Approval Authority

Appendix

Texas Southern University

Internal Audit of Financial Close and Reporting

October 21, 2026

The appendix defines the approach and classifications utilized by Internal Audit to assess the residual risk of the area under review, the priority of the findings identified, and the overall assessment of the procedures performed.

Report Ratings

The report rating encompasses the entire scope of the engagement and expresses the aggregate impact of the exceptions identified during our test work on one or more of the following objectives:

- Operating or program objectives and goals conform with those of the University
- University objectives and goals are being met
- The activity under review is functioning in a manner which ensures:
    - Reliability and integrity of financial and operational information
    - Effectiveness and efficiency of operations and programs
    - Safeguarding of assets
    - Compliance with laws, regulations, policies, procedures and contracts

The following ratings are used to articulate the overall magnitude of the impact on the established criteria:

Strong	The area under review meets the expected level. No high risk rated findings and only a few moderate or low findings were identified.
Satisfactory	The area under review does not consistently meet the expected level. Several findings were identified and require routine efforts to correct, but do not significantly impair the control environment.
Unsatisfactory	The area under review is weak and frequently falls below expected levels. Numerous findings were identified that require substantial effort to correct.

Texas Southern University

Internal Audit of Financial Close and Reporting

October 21, 2026

Risk Ratings

Residual risk is the risk derived from the environment after considering the mitigating effect of internal controls. The area under audit has been assessed from a residual risk level utilizing the following risk management classification system.

High High risk findings have qualitative factors that include, but are not limited to:

- Events that threaten the University's achievement of strategic objectives or continued existence
- Impact of the finding could be felt outside of the University or beyond a single function or department
- Potential material impact to operations or the University's finances
- Remediation requires significant involvement from senior University management

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Moderate Moderate risk findings have qualitative factors that include, but are not limited to:

- Events that could threaten financial or operational objectives of the University
- Impact could be felt outside of the University or across more than one function of the University
- Noticeable and possibly material impact to the operations or finances of the University
- Remediation efforts that will require the direct involvement of functional leader(s)
- May require senior University management to be updated

Low Low risk findings have qualitative factors that include, but are not limited to:

- Events that do not directly threaten the University's strategic priorities
- Impact is limited to a single function within the University
- Minimal financial or operational impact to the University
- Require functional leader(s) to be kept updated, or have other controls that help to mitigate the related risk

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration & Finance

ITEM: Request Approval for Funding Authority to Acquire Technology Services through Third-Party Sellers

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval of funding authority for the acquisition and renewal of software licenses, subscriptions, and related information technology services through select third-party resellers. This authority will allow the University to efficiently procure technology solutions necessary to support its academic, administrative, cybersecurity, and operational technology environment.

These software products and services support critical University functions, including web content management, systems integration, network and systems monitoring, cybersecurity, infrastructure management, and other enterprise technology capabilities. Continued access to these solutions is necessary to maintain the availability, security, reliability, and effectiveness of the University's technology environment while supporting operational excellence and the digital transformation initiatives outlined in ASCEND: Texas Southern University's Strategic Plan 2025–2030.

Examples of software products and related services that may be acquired under this funding authority include, but are not limited to, Modern Campus Content Manager, SnapLogic, SolarWinds, and other technology solutions required to support the University's mission-critical operations.

The University intends to acquire these products and services through select authorized third-party resellers and other appropriate procurement channels in accordance with applicable University policies and State of Texas procurement requirements. Contracts will be awarded based on best value to the State of Texas and Texas Southern University, consistent with Texas Government Code § 2155.074 and other applicable procurement requirements.

The Administration will provide periodic updates to the Board of Regents identifying software products and services acquired under this authority, including associated expenditures, as procurements are completed.

Procurement Method
In accordance with Texas Education Code § 51.9335, these services are procured through a cooperative purchasing agreement via TIPS, E&I, and DIR, establishing the best value for the University as defined by Texas Government Code§ 2155.074.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):

Contract Term
Contract Renewals:

- Carahsoft: Arctic Wolf: 5/30/27 - 5/29/28 (using 1 of 1-year renewal from BOA0001690) (EI00063~2021MA)
- Carahsoft: Five9: Term: 11/1/27 - 8/11/28 (DIR-CPO-5687)
- Carahsoft: Pantheon: 2/1/27 - 1/31/28 (using 1 of 1-year renewal from BOA0001690) (DIR-CPO-5683)
- Carahsoft: Zoom: 12/2/26 - 12/1/27(using 1 of 1-year renewal from BOA0001690) (DIR-CPO-5687)
- Software House International: Camtasia/Snagit (TIPS 230105)
- Software House International: Microsoft Azure Services: 12/12/26 -12/12/27 (DIR-CPO-5237)
- Software House International: Modern Campus: 7/1/27 -7/1/28 (TIPS 230105)
- Software House International: Modern Campus-Campus Maps: 4/1/27 - 4/1/28 (TIPS 230105)
- Software House International: Smartsheet: 1/21/27 -1/21/28 (TIPS 230105)
- Software House International: Smartsheet Amendment: 9/21/26 -1/21/27 (TIPS 230105)
- Software House International: SnapLogic: 9/1/27 - 8/31/28 (TIPS 230105)

Funding Authority Increase Request:

- Software House International Microsoft Software Licenses: 12/12/24 -12/12/12/27 (TIPS 230105)

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

FISCAL IMPACT: Not-to-Exceed (NTE)| $850,000
1000-31200-7380-50 | Non-State-Appropriated Funds
1000-31200-7395-80| Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Software House International Quotes and Chart, Carahsoft Quotes and Charts, and contracts
(Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.02.03-Purchase of Goods, Materials and Supplies through the Purchasing Department
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
4.1 Update and optimize technology platforms and data governance

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/23/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb	10/23/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 26, 2026 19:55:59 CDT)	10/26/2026
PRESIDENT	**DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Extend the Interim Campus Dining Services Agreement with SodexoMagic Through December 31, 2026

DATE PREVIOUSLY SUBMITTED: July 18, 2026

SUMMARY:

The Administration requests Board of Regents approval to extend the existing Interim Campus Dining Services Agreement with SodexoMagic through December 31, 2026, and increase the authorized not-to-exceed amount by $1.5 million, from $2.5 million to $4.0 million.

The University has finalized a definitive agreement with SodexoMagic, effective January 1, 2027. The extension will ensure continuity of dining services through the fall semester and facilitate an orderly transition to the definitive agreement at the beginning of the spring semester. This timing aligns the implementation of new contractual terms with the University's academic calendar, meal plan administration, billing cycles, and operational requirements.

Board approval is required to authorize the extension beyond the previously approved contractual term and the increase in spending authority. The interim agreement will terminate on December 31, 2026,k with the definitive agreement taking effect January 1, 2027. Board is only approving the extension of the interim agreement under the same terms as the pre-existing agreement.

Contract Term

Contract Amendment: October 1, 2026, through December 31, 2026

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: Not-to-Exceed (NTE) | $4,000,000
1630-41601-7299-60 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Proposed Amendment/Extension to the Interim Campus Dining Services Agreement with SodexoMagic through December 31, 2026

Existing Interim Campus Dining Services Agreement with SodexoMagic

July 18, 2026, Board of Regents Approval Authorizing the Transition to SodexoMagic and Negotiation and Execution of a Definitive Master Services Agreement

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.1 Improve student experience — streamline processes/technology
3.4 Update and expand physical spaces
3.5 Ensure long-term legacy — diversify revenues, grow endowment

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL	**DATE** 10/25/2026

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb **CHIEF FINANCIAL OFFICER**	**DATE** 10/25/2026
James Crawford (Oct 26, 2026 21:33:38 CDT) **PRESIDENT**	**DATE** 10/26/2026

Docusign Envelope ID: FA62D579-CDB7-8CDC-8127-571146320B0D

September 29, 2026

Dr. Rodney D. Smith
Sr. Vice President and Chief Administration Officer
Texas Southern University
3100 Cleburne Street
Houston, Texas 77004

Re: Interim Letter of Agreement

Dear Dr. Smith:

This Interim Letter of Agreement (this "Interim Agreement") is intended to memorialize an interim arrangement between Texas Southern University (**"Client"**) and SodexoMagic, LLC ("**SodexoMagic**") relating to food service management at Texas Southern University, 3100 Cleburne Street, Houston, Texas 77004 (the "**Facility**").

Client and SodexoMagic have agreed to negotiate a certain Management Agreement for the provision of food, catering, and retail sales (collectively referred to herein as the "Services"") at the Client's Facility, which will include at least terms and conditions that are the same, or substantially similar to those listed in paragraphs 1 through 11 below.

The parties agree to negotiate in good faith the terms and conditions of the Management Agreement over an eighteen (18) day period following the date this Interim Agreement is accepted by Client and SodexoMagic. During the pendency of negotiations of the Management Agreement, the relationship shall be governed by this Interim Agreement.

By this Interim Agreement, SodexoMagic is authorized to make the necessary expenditures to prepare for and to commence the above stated Services. Any additional expenditures will be agreed upon by SodexoMagic and Client in advance.

In the event that negotiations in connection with the Management Agreement do not result in a mutually acceptable agreement, which acceptance shall be at each party's sole, absolute and exclusive discretion, either Client or SodexoMagic shall have the right to notify the other party of its intent to terminate this Interim Agreement with ten (10) days' prior written notice; provided, further, that SodexoMagic shall work reasonably with Client to ensure a smooth transition to a replacement service provider. Additionally, any amounts expended by SodexoMagic relating to pre-opening which have been approved by Client shall be reimbursed in full by Client.

Subject to the eventual execution of the Management Agreement, SodexoMagic and Client intend that the Interim Agreement will be governed by the following:

1. Term. The Services will commence on October 1, 2026 and will continue through December 31, 2026. Either party will be permitted to terminate the Interim Agreement, without cause, upon ten (10) days' prior written notice, or such other time as reasonably negotiated between the parties. The Management Agreement will contain termination provisions related to "for cause" terminations reasonably negotiated between the parties.

2. Employees. SodexoMagic shall provide management employees to supervise the Services. All non-management Services employees shall be employees of SodexoMagic.

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3. Financial Arrangement. In consideration of the Services provided by SodexoMagic herein, SodexoMagic shall collect and deposit any Gross Sales from the Services and pay all Operating Expenses. Any Surplus or Deficit from the Services shall be for Client's account. SodexoMagic shall invoice Client for all Operating Expenses in connection with the Services.

A. Operating Expenses. All costs, Charges and expenses incurred in connection with the Services including, but not limited to, the following:

i. The invoiced amounts to SodexoMagic for goods and services, including food, beverages, merchandise, cleaning products, chemicals, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to six tenths percent (6%) of such invoiced amounts. Many of SodexoMagic's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to SodexoMagic based on SodexoMagic 's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by SodexoMagic.

ii. SodexoMagic's labor, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services;

iii. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investment made pursuant to the terms of this Interim Agreement, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, other insurance related to the Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Services, third party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, minor equipment, repair and maintenance of SodexoMagic-supplied equipment, sales, use and other taxes related to the Services (other than taxes collected and remitted by SodexoMagic to a taxing authority), training expenses (including travel) for employees assigned to the Services, criminal background investigations and drug screenings for SodexoMagic's employees assigned to the Services at the Premises, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Net Sales, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Services; and

iv. Travel expenses including airfare, hotel, meals, car rental, mileage and other miscellaneous travel expenses, provided such travel expenses are booked at the most reasonable, economy class bookings.

B. Opening Expenses. SodexoMagic shall invoice Client for expenses incurred by SodexoMagic relating to the commencement of the Services. Payment will be due within fifteen (15) days. Client shall pay interest on amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

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C. Management Fee. Client shall pay SodexoMagic a "Management Fee" equal to fifteen percent (15%) of Net Sales each year. The Management Fee shall be prorated for any partial Accounting Period.

4. Billing Terms. No later than thirty (30) days after the end of each Accounting Period, SodexoMagic shall submit to Client an invoice for amounts due under this Interim Agreement. Client shall pay the invoiced amount within fifteen (15) days after the invoice date. No later than thirty (30) days after the end of each Accounting Period, SodexoMagic shall pay Client any amounts due under this Interim Agreement. In addition, SodexoMagic shall provide weekly invoices to Client for catering services. Such invoices shall be due fifteen (15) days from date of invoice. Client shall pay interest on all overdue invoices at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

5. Definitions. The capitalized terms used herein shall have the following meanings:

Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

Charge. A fee established by SodexoMagic for goods or services provided by SodexoMagic.

Deficit. The excess of the total of Operating Expenses and Management Fee over Net Sales.

General Support Services Allowance. An allowance for SodexoMagic overhead for (i) the supervision of and technical support for SodexoMagic employees by executives not assigned to the Services operation, and (ii) general support provided by SodexoMagic 's accounting, tax and internal audit departments and (iii) training and development, quality review, and research and development.

Gross Sales. All sales of food, beverages, goods, merchandise and services in the Services, including sales taxes.

Net Sales. All sales of food, beverages, goods, merchandise and services in the Services, excluding sales taxes.

Surplus. The excess of Net Sales over the total of Operating Expenses and Management Fee.

6. Agreement Not to Hire. Client acknowledges that SodexoMagic's salaried employees are essential to SodexoMagic's core business of providing management services and are familiar with SodexoMagic's operating procedures and other information proprietary to SodexoMagic. Therefore, Client shall not, without SodexoMagic's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any facility owned or controlled by Client, of any person who is or has been a SodexoMagic salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with SodexoMagic or within one (1) year after termination of this Interim Agreement. If Client hires, makes any agreement with or permits employment of any such employee in any Client operation providing services within the restricted period, it is agreed by Client that SodexoMagic shall suffer damages and Client shall pay SodexoMagic as liquidated

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damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by Client. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Interim Agreement.

7. Indemnification.

7.1 SodexoMagic shall defend, indemnify, and hold harmless the Client, Texas Southern University, the State of Texas, the TSU Board of Regents, and their respective officers, employees, and agents (collectively, "University Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the sole negligence or willful misconduct of SodexoMagic or its employees, agents, or subcontractors in the performance of their obligations under this Agreement.

7.2 Client shall defend, indemnify, and hold harmless SodexoMagic from and against claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the sole negligence or willful misconduct of Client's employees in the performance of their obligations under this Agreement, subject to the limitations and immunities applicable to Texas state agencies under the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code Ch. 101) and without waiver of sovereign immunity.

7.3 Notwithstanding the foregoing, with respect to property damage, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies. This clause shall survive termination of this Interim Agreement.

7.4 Nothing in this Agreement shall be construed as a waiver of the Client's sovereign immunity or any other immunity or limitation on liability afforded to the University under Texas or federal law.

8. Consequential Damages. To the extent permitted by the Constitution and laws of the state of Texas, in no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

9. Insurance. SodexoMagic and Client shall maintain Workers' Compensation Insurance required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering their respective employees who are connected with the Services.

SodexoMagic shall maintain during the term of this Interim Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of SodexoMagic under this Interim Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. Client shall be named as an additional insured under SodexoMagic 's policies of insurance defined in this Section 9 to the

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extent Client is indemnified pursuant to Section 7. Such additional insured status may be granted by blanket additional insured provision.

10. Authority. Each individual executing this Interim Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Interim Agreement on behalf of such party and that this Interim Agreement is binding upon Client and SodexoMagic in accordance with its terms.

11. Electronic Signatures. The parties agree that this Interim Agreement, and subsequent Interim Amendments, may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

This Interim Agreement, the terms hereof, and all information exchanged between the parties relating to this Interim Agreement and the Management Agreement shall be treated as confidential information and may not be disclosed by either party under any circumstances (except with respect to disclosures to their trustees, directors, officers, employees, agents, consultants and attorneys involved in negotiating and approving the Management Agreement which disclosure is necessary for such parties to perform their functions) without the prior written consent of the other party not disclosing the information.

Except as expressly provided in this Interim Agreement, no person or entity is intended or shall be deemed or determined to be a third party beneficiary of this Interim Agreement or the Management Agreement.

The rights and obligations contained in this Interim Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

The parties acknowledge that this Interim Agreement constitutes the binding obligation of each party hereto to negotiate in good faith, the terms and conditions of a Management Agreement, and in consideration of the specific numbered paragraphs of this letter.

Sincerely,

SODEXOMAGIC, LLC

By: Signed by: Charles Johnson 2439FCFA15B645B...
Charles Johnson
President

Acknowledged and Agreed as of this 1.00 day of October 2026, 2026

TEXAS SOUTHERN UNIVERSITY

By: Signed by: Dr. Rodney D. Smith C7D140153F20415...
Dr. Rodney D. Smith
Senior Vice President and Chief Administration Officer

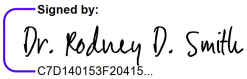
Certificate Of Completion

Envelope Id: FA62D579-CDB7-8CDC-8127-571146320B0D
Status: Completed
Subject: SodexoMagic/Texas Southern University Interim Letter of Agreement
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Terri Divers
915 Meeting St
15 Floor
North Bethesda, MD 20852
terri.divers@sodexo.com
IP Address: 208.87.234.201

Record Tracking

Status: Original
9/30/2026 3:45:51 PM
Holder: Terri Divers
terri.divers@sodexo.com
Location: DocuSign

Signer Events	Signature	Timestamp
Charles Johnson Charles.Johnson@SodexoMagic.com President SodexoMagic Security Level: Email, Account Authentication (None)	Signed by:  2439FCFA15B645B... Signature Adoption: Pre-selected Style Using IP Address: 208.87.236.151	Sent: 9/30/2026 3:59:19 PM Viewed: 9/30/2026 5:41:34 PM Signed: 9/30/2026 5:42:10 PM
Electronic Record and Signature Disclosure: Accepted: 9/30/2026 5:41:34 PM ID: 87dbdaf6-e843-4221-8f92-1d939579635a		
Dr. Rodney D. Smith Rodney.smith@tsu.edu Interim SVP and CAO Security Level: Email, Account Authentication (None)	Signed by:  C7D140153F20415... Signature Adoption: Pre-selected Style Using IP Address: 2601:2c3:cd00:2d60:c5f2:15e:499c:df7e	Sent: 9/30/2026 5:42:12 PM Viewed: 9/30/2026 10:32:21 PM Signed: 9/30/2026 10:34:09 PM
Electronic Record and Signature Disclosure: Accepted: 9/30/2026 10:32:21 PM ID: cb68aded-a7e4-4e61-89e9-35d0855486e8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Charles Diggs, III Charles.DiggsIII@sodexo.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/30/2026 3:51:54 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Jennifer Boyd jennifer.boyd3@sodexo.com Sodexo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/30/2026 3:51:55 PM
Kahlicia Pettus Kahlicia.Pettus@sodexo.com Vice President Finance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/17/2026 3:17:21 PM ID: a5391643-8ae7-4415-a05f-c618b47edd85	COPIED	Sent: 9/30/2026 3:51:56 PM
Kelli Keegan-Moring Kelli.Keegan-Moring@sodexo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/8/2025 9:50:01 AM ID: 2617e900-e320-458c-8b0d-64933970e2d9	COPIED	Sent: 9/30/2026 3:51:56 PM
Murat Bora Murat.bora@sodexo.com District Manager Sodexo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/25/2026 5:54:22 PM ID: 7e9398cf-cb82-4644-baa9-8c8563d968f2	COPIED	Sent: 9/30/2026 3:51:57 PM Viewed: 9/30/2026 4:02:32 PM
Terri Divers terri.divers@sodexo.com Sodexo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/30/2026 3:51:54 PM Resent: 9/30/2026 10:34:16 PM
Yolanda Brent Yolanda.Brent@sodexo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2026 5:00:16 PM ID: bf12673e-7b9e-4346-aae5-7a175c80a1fe	COPIED	Sent: 9/30/2026 3:51:57 PM
Stacey Wrazen Stacey.Wrazen@sodexoMagic.com Chief Financial Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2026 3:58:13 PM ID: 4b67c59e-ab6a-4741-a470-f70fc5680c3c	COPIED	Sent: 9/30/2026 3:59:20 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2026 3:51:57 PM
Certified Delivered	Security Checked	9/30/2026 10:32:21 PM
Signing Complete	Security Checked	9/30/2026 10:34:09 PM
Completed	Security Checked	9/30/2026 10:34:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SODEXO OPERATIONS LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SODEXO OPERATIONS LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: elizabeth.xiong@sodexo.com

To advise SODEXO OPERATIONS LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elizabeth.xiong@sodexo.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SODEXO OPERATIONS LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to elizabeth.xiong@sodexo.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SODEXO OPERATIONS LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to elizabeth.xiong@sodexo.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SODEXO OPERATIONS LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SODEXO OPERATIONS LLC during the course of your relationship with SODEXO OPERATIONS LLC.

Docusign Envelope ID: 18DD4067-7AFE-8535-8358-5DB4D77F65D6

August 5, 2026

Dr. Rodney D. Smith
Sr. Vice President and Chief Administration Officer
Texas Southern University
3100 Cleburne Street
Houston, Texas 77004

Re: Interim Letter of Agreement

Dear Dr. Smith:

This Interim Letter of Agreement (this "Interim Agreement") is intended to memorialize an interim arrangement between Texas Southern University (**"Client"**) and SodexoMagic, LLC ("**SodexoMagic**") relating to food service management at Texas Southern University, 3100 Cleburne Street, Houston, Texas 77004 (the "**Facility**").

Client and SodexoMagic have agreed to negotiate a certain Management Agreement for the provision of food, catering, and retail sales (collectively referred to herein as the "Services"") at the Client's Facility, which will include at least terms and conditions that are the same, or substantially similar to those listed in paragraphs 1 through 11 below.

The parties agree to negotiate in good faith the terms and conditions of the Management Agreement over an eighteen (18) day period following the date this Interim Agreement is accepted by Client and SodexoMagic. During the pendency of negotiations of the Management Agreement, the relationship shall be governed by this Interim Agreement.

By this Interim Agreement, SodexoMagic is authorized to make the necessary expenditures to prepare for and to commence the above stated Services. Any additional expenditures will be agreed upon by SodexoMagic and Client in advance.

In the event that negotiations in connection with the Management Agreement do not result in a mutually acceptable agreement, which acceptance shall be at each party's sole, absolute and exclusive discretion, either Client or SodexoMagic shall have the right to notify the other party of its intent to terminate this Interim Agreement with ten (10) days' prior written notice; provided, further, that SodexoMagic shall work reasonably with Client to ensure a smooth transition to a replacement service provider. Additionally, any amounts expended by SodexoMagic relating to pre-opening which have been approved by Client shall be reimbursed in full by Client.

Subject to the eventual execution of the Management Agreement, SodexoMagic and Client intend that the Interim Agreement will be governed by the following:

1. Term. The Services will commence on August 13, 2026 and will continue through September 4, 2026. Either party will be permitted to terminate the Interim Agreement, without cause, upon ten (10) days' prior written notice, or such other time as reasonably negotiated between the parties. The Management Agreement will contain termination provisions related to "for cause" terminations reasonably negotiated between the parties.

2. Employees. SodexoMagic shall provide management employees to supervise the Services. All non-management Services employees shall be employees of SodexoMagic.

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3. Financial Arrangement. In consideration of the Services provided by SodexoMagic herein, SodexoMagic shall collect and deposit any Gross Sales from the Services and pay all Operating Expenses. Any Surplus or Deficit from the Services shall be for Client's account. SodexoMagic shall invoice Client for all Operating Expenses in connection with the Services.

A. Operating Expenses. All costs, Charges and expenses incurred in connection with the Services including, but not limited to, the following:

i. The invoiced amounts to SodexoMagic for goods and services, including food, beverages, merchandise, cleaning products, chemicals, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to six tenths percent (6%) of such invoiced amounts. Many of SodexoMagic's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to SodexoMagic based on SodexoMagic 's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by SodexoMagic.

ii. SodexoMagic's labor, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services;

iii. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investment made pursuant to the terms of this Interim Agreement, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, other insurance related to the Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Services, third party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, minor equipment, repair and maintenance of SodexoMagic-supplied equipment, sales, use and other taxes related to the Services (other than taxes collected and remitted by SodexoMagic to a taxing authority), training expenses (including travel) for employees assigned to the Services, criminal background investigations and drug screenings for SodexoMagic's employees assigned to the Services at the Premises, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Net Sales, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Services; and

iv. Travel expenses including airfare, hotel, meals, car rental, mileage and other miscellaneous travel expenses, provided such travel expenses are booked at the most reasonable, economy class bookings.

B. Opening Expenses. SodexoMagic shall invoice Client for expenses incurred by SodexoMagic relating to the commencement of the Services. Payment will be due within fifteen (15) days. Client shall pay interest on amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

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C. Management Fee. Client shall pay SodexoMagic a "Management Fee" equal to twelve percent (12%) of Net Sales each year. The Management Fee shall be prorated for any partial Accounting Period.

4. Billing Terms. No later than thirty (30) days after the end of each Accounting Period, SodexoMagic shall submit to Client an invoice for amounts due under this Interim Agreement. Client shall pay the invoiced amount within fifteen (15) days after the invoice date. No later than thirty (30) days after the end of each Accounting Period, SodexoMagic shall pay Client any amounts due under this Interim Agreement. In addition, SodexoMagic shall provide weekly invoices to Client for catering services. Such invoices shall be due fifteen (15) days from date of invoice. Client shall pay interest on all overdue invoices at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

5. Definitions. The capitalized terms used herein shall have the following meanings:

Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

Charge. A fee established by SodexoMagic for goods or services provided by SodexoMagic.

Deficit. The excess of the total of Operating Expenses and Management Fee over Net Sales.

General Support Services Allowance. An allowance for SodexoMagic overhead for (i) the supervision of and technical support for SodexoMagic employees by executives not assigned to the Services operation, and (ii) general support provided by SodexoMagic 's accounting, tax and internal audit departments and (iii) training and development, quality review, and research and development.

Gross Sales. All sales of food, beverages, goods, merchandise and services in the Services, including sales taxes.

Net Sales. All sales of food, beverages, goods, merchandise and services in the Services, excluding sales taxes.

Surplus. The excess of Net Sales over the total of Operating Expenses and Management Fee.

6. Agreement Not to Hire. Client acknowledges that SodexoMagic's salaried employees are essential to SodexoMagic's core business of providing management services and are familiar with SodexoMagic's operating procedures and other information proprietary to SodexoMagic. Therefore, Client shall not, without SodexoMagic's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any facility owned or controlled by Client, of any person who is or has been a SodexoMagic salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with SodexoMagic or within one (1) year after termination of this Interim Agreement. If Client hires, makes any agreement with or permits employment of any such employee in any Client operation providing services within the restricted period, it is agreed by Client that SodexoMagic shall suffer damages and Client shall pay SodexoMagic as liquidated

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damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by Client. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Interim Agreement.

7. Indemnification.

7.1 SodexoMagic shall defend, indemnify, and hold harmless the Client, Texas Southern University, the State of Texas, the TSU Board of Regents, and their respective officers, employees, and agents (collectively, "University Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the sole negligence or willful misconduct of SodexoMagic or its employees, agents, or subcontractors in the performance of their obligations under this Agreement.

7.2 Client shall defend, indemnify, and hold harmless SodexoMagic from and against claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the sole negligence or willful misconduct of Client's employees in the performance of their obligations under this Agreement, subject to the limitations and immunities applicable to Texas state agencies under the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code Ch. 101) and without waiver of sovereign immunity.

7.3 Notwithstanding the foregoing, with respect to property damage, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies. This clause shall survive termination of this Interim Agreement.

7.4 Nothing in this Agreement shall be construed as a waiver of the Client's sovereign immunity or any other immunity or limitation on liability afforded to the University under Texas or federal law.

8. Consequential Damages. To the extent permitted by the Constitution and laws of the state of Texas, in no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

9. Insurance. SodexoMagic and Client shall maintain Workers' Compensation Insurance required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering their respective employees who are connected with the Services.

SodexoMagic shall maintain during the term of this Interim Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of SodexoMagic under this Interim Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. Client shall be named as an additional insured under SodexoMagic 's policies of insurance defined in this Section 9 to the

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extent Client is indemnified pursuant to Section 7. Such additional insured status may be granted by blanket additional insured provision.

10. Authority. Each individual executing this Interim Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Interim Agreement on behalf of such party and that this Interim Agreement is binding upon Client and SodexoMagic in accordance with its terms.

11. Electronic Signatures. The parties agree that this Interim Agreement, and subsequent Interim Amendments, may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

This Interim Agreement, the terms hereof, and all information exchanged between the parties relating to this Interim Agreement and the Management Agreement shall be treated as confidential information and may not be disclosed by either party under any circumstances (except with respect to disclosures to their trustees, directors, officers, employees, agents, consultants and attorneys involved in negotiating and approving the Management Agreement which disclosure is necessary for such parties to perform their functions) without the prior written consent of the other party not disclosing the information.

Except as expressly provided in this Interim Agreement, no person or entity is intended or shall be deemed or determined to be a third party beneficiary of this Interim Agreement or the Management Agreement.

The rights and obligations contained in this Interim Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

The parties acknowledge that this Interim Agreement constitutes the binding obligation of each party hereto to negotiate in good faith, the terms and conditions of a Management Agreement, and in consideration of the specific numbered paragraphs of this letter.

Sincerely,

SODEXOMAGIC, LLC

Signed by:
By: Charles Johnson
2439FCFA15B045B...
Charles Johnson
President

Acknowledged and Agreed as of this 10.00 day of August, 2026

TEXAS SOUTHERN UNIVERSITY

Signed by:
By: Dr. Rodney D. Smith
C7D140153F20415...
Dr. Rodney D. Smith
Senior Vice President and Chief Administration Officer

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Approved by
TSU Board of Regents
July 18, 2026

COMMITTEE: Administration and Finance

ITEM: Request Approval of Actions Concerning Campus Dining Services, Including Authorization to Transition the Contract Award to SodexoMagic, Continue Interim Operations in Excess of the President's Delegated Contracting Authority, and Execute a Master Services Agreement

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to transition the contract award for comprehensive campus dining services to SodexoMagic, the next highest-ranking qualified proposer under Request for Proposal (RFP 717-25-703).

Following the Board's prior authorization on June 12, 2025, approving the dining services award to Chartwells Higher Ed, the University was unable to finalize the terms of a definitive ten-year master services agreement. The University subsequently notified Chartwells that the parties' Letter of Intent would expire by its own terms on April 30, 2026. To support the continuity of campus dining services and maintain strict alignment with the competitive procurement process, the Administration proceeded to the next highest-ranking qualified proposer, SodexoMagic, under RFP 717-25-703.

As part of this transition, the University executed an Interim Letter of Agreement with SodexoMagic on June 10, 2026, with services commencing on June 12, 2026, the effective date.

Because the aggregate value of the interim arrangement may exceed the President's delegated contracting authority, the Administration requests Board authorization for the University, if necessary and pending completion of final negotiations with SodexoMagic, to continue operating under the Interim Letter of Agreement, this interim framework, or substantially similar interim terms for a period not to exceed 3 months and in an aggregate amount not to exceed $2,500,000 while final negotiations are completed for a definitive Master Services Agreement with SodexoMagic.

SodexoMagic brings a proven framework for comprehensive food services that supports the University's vision for elevating the student experience. This engagement is intended to expand and enrich student life on campus while supporting continued enhancements to campus dining facilities and student-facing services.

Through this contract, the University secures a package of support that encompasses:

- The preparation and distribution of student meals in accordance with strict dietary and nutritional standards.
- The management and administration of campus meal plans to accommodate the diverse needs of the University community.
- Comprehensive catering and concession services for University programs, athletic events, and functions.
- The operation, maintenance, and facility revitalization of on-campus dining venues and retail food establishments.

This proposed 10-year contractual arrangement is structured to reinforce the University's commitment to delivering consistent, safe, and high-quality food services that align with the dietary, logistical, and operational needs of the University's diverse stakeholders.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute an Agreement with Ellucian Company L.P. for Banner SaaS Student Information System Modernization

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to negotiate and execute an agreement with Ellucian Company L.P. to modernize the University's existing Banner Student Information System and transition the student system to Ellucian's software-asa-service environment.

The proposed modernization will move the University's core student-information operations to a vendor-managed SaaS platform and establish the related configuration, data migration, integration, reporting, testing, training, cutover, and post-go-live support required for implementation. The statement of work will define the authorized products, services, deliverables, acceptance criteria, service levels, and responsibilities of Ellucian and the University. The initiative is intended to reduce reliance on legacy infrastructure, unsupported Banner components, manual forms, and locally maintained customizations. It will also strengthen system availability, security, process automation and reporting while providing a scalable platform for continued modernization.

The pre- discovery schedule to begin January 1, 2027, contract start, followed by discovery and planning, configuration and sprint delivery, data migration, integration validation, user acceptance testing, cutover completing technology modifications with readiness for Workday. All implementation dates remain subject to final contract execution, formal discovery, confirmed dependencies, University resource availability, and approved phase-gate decisions. The Administration conducted a 20-year total cost of ownership analysis, reflecting the anticipated life cycle of an enterprise resource planning (ERP) system, comparing the projected costs of maintaining the University's current Banner environment with the proposed SaaS solution. The analysis projects total current-state costs of approximately $45.0 million compared with $36.2 million for the proposed solution, representing approximately $8.8 million in long-term cost avoidance, or a 19.5% reduction in total cost of ownership. These projected financial benefits complement the anticipated improvements in system reliability, security, operational efficiency, and scalability.

The Administration requests Board approval to negotiate and execute a proposed 10-year agreement with Ellucian Company, L.P., with a total lifetime contract value not to exceed $18,330,000 and a separate FY2027 funding authorization not to exceed $2,440,000, which is included within the lifetime authorization. These amounts reflect the projected contractual costs. The agreement permits termination for material breach following a 30-day cure period and 10 days' written notice, or for qualifying legislative non-appropriation with 10 business days' written notice, subject to contractual limitations. Prior to execution, Finance will validate the annual payment schedule, confirm funding availability, and ensure contractual obligations remain within the approved lifetime authorization.

Procurement Method

The University proposes to procure Ellucian Banner SaaS SIS through the Texas Connection Consortium (TCC) managed by Lamar Institute under the 2022 Master Software License, Services and Maintenance Agreement, as amended, utilizing pre-negotiated consortium pricing and terms pursuant to Texas Education Code §51.9335(a)(4), subject to the University's documented best-value determination. The master agreement became effective September 1, 2022, bears reference T0006-N/A-062822 and establishes an initial term through August 31, 2027. Texas Southern University is identified as a participating TCC member. The University's final scope, pricing, subscription term, and services will be established in the applicable order form and supporting agreements.

VetHUB Participation, Form 1295, and Vendor Screening: Ellucian's current VetHUB status, Form 1295 filing or applicable exemption under Texas Government Code §2252.908, and completion of mandatory preaward background checks and state compliance verifications remain subject to Procurement confirmation. Prior to contract execution, Procurement shall document these determinations and obtain the completed Form 1295 filed through the Texas Ethics Commission portal.

TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS AGENDA

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 - Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement
Texas Government Code §2252.908 - Disclosure of Interested Parties

Contract
New Contract | Proposed 10-Year Term
10- Year Contract

FISCAL IMPACT: Not-to-Exceed (NTE) | $2,440,000.00 | Lifetime Cost | $18,330,000.00
1000-31205-7262-10 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

2022 TCC Agreement
Managed Service Order Form
Texas Connection Consortium Order Form 1 & 2
Annual Maintenance
Legacy IT Network ERP Modernization
20 year Cost
Value Proposition

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 51.01
Board Policy 61.10
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 03.02.02-Code of Conduct Procurement Responsibilities
MAPP Policy: 03.02.03-Purchase of Goods, Materials and Supplies through the Purchasing Department
MAPP Policy: 04.06.01-Tech Code Ethics
MAPP Policy: 04.06.02-Software License
MAPP Policy: 04.06.05-Acquisition Assessment
MAPP Policy: 04.06.14-Network Access Security
MAPP Policy: 04.06.15-Network Configuration
MAPP Policy: 04.06.21-Security Monitoring
MAPP Policy: 04.06.22-Security Standards
MAPP Policy: 04.06.25-System Development
MAPP Policy: 04.06.27-Vendor Access
MAPP Policy: 04.06.28-Personally Identifiable Info
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.3 Grow total enrollment
1.4 Expand career readiness and career advancement opportunities
3.1 Improve student experience — streamline processes/technology
3.2 Strengthen data analytics
4.1 Update and optimize technology platforms and data governance
4.2 Deploy intelligent automation/AI across student services

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

10 /23/2026

GENERAL COUNSEL **DATE**

TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maina Chubb

CHIEF FINANCIAL OFFICER

10 /23/2026

DATE

James Crawford (Oct 26, 2026 20:32:10 CDT)

PRESIDENT

10/26/2026

DATE

2022 TCC MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

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2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

This 2022 Master Software License, Services and Maintenance Agreement ("2022 Master Agreement") is made by and between the State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company L.P.** ("Ellucian"), and is effective as of September 1, 2022 (the "Effective Date").

BACKGROUND

TAMU-CC and Ellucian are parties to a certain 2016 Master Software License, Services and Maintenance Agreement effective as of June 1, 2016, as amended ("2016 Master Agreement"), pursuant to which TAMU-CC, acting for and on behalf of the TCC, had the right to obtain a license to use certain Licensed Software; to obtain Maintenance, Enhancements for and New Releases of the Baseline version of such Licensed Software, and to obtain certain Professional Services from Ellucian; all for the benefit of the TCC Members.

The parties desire to enter into this 2022 Master Agreement to enable TCC Members to obtain, on a prospective basis, at the fees provided for herein and on the terms hereof: (a) licenses to use Software from Ellucian, including Cloud Software; (b) Professional Services; (c) Maintenance for Software licensed by TCC Members pursuant to this 2022 Master Agreement; and (d) Maintenance for Software that TCC Members have licensed from Ellucian pursuant to the parties' prior master agreements, including the 2016 Master Agreement, a prior 2010 Master Agreement and a prior 2002 Master Agreement (collectively, the "Prior Agreements").

Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Each of the following defined terms has the meaning ascribed to it below whenever such term is used in this 2022 Master Agreement. Additionally, certain other terms are defined within the operative provisions of this 2022 Master Agreement.

"Available Software" means the Software listed on Exhibit D, Attachment D1 that TCC Members may license under this 2022 Master Agreement.

"Avoidance Procedure" means a commercially reasonable change in operating procedures to enable use of the Baseline Software or Customization in question without a material adverse impact on the ability of a TCC Member to use the Licensed Software to conduct the TCC Member's day-to-day business operations.

"Baseline Software" means the general release version of a Software as updated to the particular time in question through both Ellucian's warranty services and Maintenance, but without any other modification whatsoever.

"Centralized Support Services" means the provision by Ellucian through the TCC Center of implementation, Customization, consulting, and/or support services and other Professional Services to the TCC Members related to the Licensed Software.

"Cloud Software" means Software that is listed in Exhibit D, Attachment D1 under the heading "Cloud Software" or notated with the word "SaaS" on an Order Form and that is provided on a software-as-a-service, subscription basis over a term of years, where Ellucian operates the software from a technology environment that is made available to the TCC Member by, and under the auspices and control of Ellucian, as opposed to a deployment of software at facilities that are under the auspices and control of the TCC Member.

"Committed Services" means that quantity of Professional Services identified in the Committed Services matrix of an Order Form that a TCC Member is committing to obtain from Ellucian in any instance.

"Confidential Information" means non-public information of Ellucian or any TCC Member, including any information deemed confidential by law. Confidential Information of Ellucian includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques, and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Contract Administrator" refers to TAMU-CC, a State of Texas institution of higher education acting for and on behalf of the TCC Members and the TCC for purposes of this 2022 Master Agreement.

"Contract Year" means each one (1) year period beginning on September 1 and ending on August 31 of the immediately following calendar year. When used within Ellucian's documentation, the term "Cloud Contract Year" shall be given the same meaning as Contract Year as defined herein except that "Cloud Contract Year" would apply to Cloud Software only.

"Customization" means any Ellucian-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other modification whatsoever.

"Customization Delivery Date" means, for each Customization identified within an Order Form for Customization services, the date Ellucian and the purchasing TCC Member anticipate the commencement of delivery of the Customization services under the applicable Order Form at the Delivery Address (the Order Form will specify the specific Customization Delivery Date as necessary).

"Customization Specification" means that detailed specification contained on an Order Form signed by Ellucian and a TCC Member (if any), from which Ellucian will generate the Source Code and Object Code for such Customization.

"Delivery Address" means the shipping address set forth in the applicable Order Form as the Delivery Address for the applicable TCC Member.

"Delivery Date" means, for each Baseline Software, either: (a) the date Ellucian ships the Baseline Software to the Delivery Address (F.O.B. Ellucian's place of shipment) if the Software is shipped in a tangible medium form, such as a CD; or (ii) the date that Ellucian makes the Baseline Software available to the TCC Member in question for electronic download to the Delivery Address. For the avoidance of doubt, Ellucian will have discharged its obligation of delivery for a Baseline Software when Ellucian has so made the Baseline Software available for electronic download to the Delivery Address.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Ellucian provides for the Baseline Software and that describes the functional and technical capabilities of the Baseline Software.

"Documented Defect" means, alternatively: (a) a material deviation between the Baseline Software and the Ellucian-provided Documentation therefor; or (b) a material deviation between a Customization and its Customization Specification; and in either instance, for which Ellucian has been provided with enough information to enable Ellucian to replicate the deviation on a computer configuration which is both comparable to the Equipment (or, in the case of a Customization, the computer configuration for which Ellucian created such Customization) and is under Ellucian's control.

"Effective Date" means, with respect to this 2022 Master Agreement, the "Effective Date" specified above and, with respect to an Order Form signed on the terms of the 2022 Master Agreement, the latest date of execution shown beneath each party's signature on such Order Form.

"Ellucian Proprietary Software" means, in each instance, an Available Software product identified in Exhibit D, Attachment D1, under the heading of "Ellucian Proprietary Software."

"Enhancements" means general release (as opposed to Customization) changes to a Baseline Software which increase the functionality of the Baseline Software. Enhancements are provided pursuant to the Maintenance Agreement.

"Enrollment" means a TCC Member's student enrollment as provided for in the then-current edition of the Higher Education Directory published by Higher Education Publications, Inc., or some similar, disinterested higher education enrollment source as may then be designated by Ellucian to define Software pricing tiers for its higher education customers and potential customers.

"Equipment" means, in each instance, host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s), with all Ellucian-required third party databases and hardware/software peripherals, which are located within the United States of America (but may be accessed remotely in any location around the world from which such access can be obtained in accordance with U.S. laws, rules, and regulations) and for which Ellucian supports the Licensed Software.

"Exhibit" means, in each instance, a document which is marked as an "Exhibit" (including any Attachments thereto) and attached to this 2022 Master Agreement. Each Exhibit is incorporated herein by reference.

"Expiration Date" means, with respect to Baseline Software, the date upon which the initial Maintenance term ends for such Baseline Software as provided for in the applicable Order Form. With respect to Cloud Software, "Expiration Date" means the date upon which the Cloud Software term ends as provided for in the applicable Order Form.

"Fixed Fee Services" means Professional Services performed for a fixed price or on a milestone basis (as opposed to services performed on a per-hour basis at a specific hourly rate) that will be identified as such within an applicable Order Form with the purchasing TCC Member.

"Full-Time Allocated" or "FTA" means one (1) or more Ellucian personnel that, in the aggregate, provide Professional Services pursuant to this 2022 Master Agreement, in an amount equal to or exceeding 1,600 person-hours per Contract Year.

"Full-Time Equivalent" or "FTE" is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

"Improvements" means, collectively, Enhancements and New Releases provided pursuant to the Maintenance Agreement.

"Information Resources Technology (Technologies)" is defined in Texas Government Code §2054.003.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks.

"Licensed Software" means the Software for which a right of use has been granted under a given Order Form in the aggregate.

"List Price" means Ellucian's then-current, internally-maintained and confidential list at which Ellucian makes its products and services generally available to institutions of higher education in the United States. TAMU-CC in its performance as Contract Administrator can request a copy of the Ellucian List Price.

"Maintenance Agreement" means that certain document attached to this 2022 Master Agreement and marked as Exhibit A, pursuant to which Ellucian will provide Maintenance as specified in an Order Form.

"Maintenance" means the provision of Improvements by Ellucian to TCC Members, under the terms and conditions of the Maintenance Agreement.

"Managed Cloud Services" means those services, including application hosting, remote database administration, application management, and other services that are identified as "Managed Cloud Services" or "Cloud Services" in an Order Form.

"Modification Maintenance Services" means providing a TCC Member with corrections of Documented Defects found during production use of Ellucian Proprietary Software that has been customized at the request of the TCC Member, as well as compliance upgrades that are reasonably necessitated by any subsequent general release version of the applicable Banner Baseline Software for which the custom solution in question was created by Ellucian, for the Term.

"New Releases" means new editions of a Baseline Software.

"Object Code" means low level code which is understandable by machine, generated from Source Code after going through compiler or other translator. Object Code cannot be modified from its executable machine code (binary) format and contains a sequence of machine-understandable instructions which a central processing unit understands and executes.

"Order Form" means a document, substantially in the form of Exhibit H to this 2022 Master Agreement, and executed by (a) Ellucian, TCC Member, and/or TAMU-CC in its capacity as Contract Administrator through which Contract Administrator receives order confirmation from the TCC Member, (b) Ellucian and TAMU-CC in its capacity as an individual TCC Member, or (c) Ellucian and TCC Member(s); and specifying in each instance, as applicable, the Software to be licensed, the Professional Services to be provided, the term of the Maintenance to be provided by Ellucian (if applicable), and the TCC Member to which Ellucian is to provide the same in each instance. Each Order Form is subject to the terms and conditions of this 2022 Master Agreement unless an exception is agreed to in writing on the Order Form and signed by all parties. The sample Order Forms attached collectively as Exhibit H may be modified to include Software Supplements, additional notes, or terms related to specific Software and/or to remove terms that do not apply to the specific transaction memorialized in the Order Form. Ellucian will use reasonable efforts to notify the Contract Administrator of any other modifications to the layout and content of the Order Form prior to use. For Cloud Software Order Forms, an applicable service level agreement may be included. An Order Form may specify that the Term applicable to Software (including Cloud Software and Term License Software), Software Support Services, Managed Cloud Services, or Professional Services licensed under such Order Form may be for a period of time longer than the Term of this 2022 Master Agreement provided that the terms and conditions of this 2022 Master Agreement shall continue to apply throughout the applicable Term of such Order Form notwithstanding the expiration of the Term of this 2022 Master Agreement. For the avoidance of doubt, the Term of an Order Form need not be coterminous with the Term of this 2022 Master Agreement but shall, absent specific approval from TCC to the contrary, align to a Contract Year or Term ending on August 31 of a given year.

"Partial Year" means any period specified in an Order Form as "Partial Year," and consisting of prorated

Maintenance in a portion of a Contract Year. In the event that an Order Form is executed in the middle of a Contract Year, the initial Contract Year will be aligned to the August 31 end date applicable to such partial Contract Year with the fees payable for such partial Contract Year prorated accordingly.

"Personal Data" means information that alone or in conjunction with other information identifies an individual, including, but not limited to, education records and personally identifiable information as such terms are defined in the Family Educational Rights and Privacy Act ("FERPA").

"Premises" means data processing facility(s) located in the State of Texas and agreed upon in writing by the parties as locations at which or from which Ellucian will provide Professional Services to any TCC Member.

"Professional Services" means in each instance, the implementation, training, Customization, consulting information technology services and/or managed services that Ellucian is to provide pursuant to an Order Form and for the remuneration otherwise provided for in such Order Form.

"Professional Services Agreement" means that certain document attached to this 2022 Master Agreement and marked as Exhibit B, pursuant to which Ellucian will provide Professional Services.

"Project Plan" means, in each instance, a detailed plan describing the specific Professional Services to be performed by Ellucian and the associated activities to be handled by the particular TCC Member in connection therewith. Upon its creation and approval by the TCC Member and Ellucian, the Project Plan will be deemed incorporated into the Professional Services Agreement pursuant to an Order Form.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software" means a computer software program which is identified in Exhibit D, Attachment D1, including all copies of Source Code (if provided), Object Code and all related specifications, Documentation and all corrections, modifications, additions, Improvements and Enhancements to, and all Intellectual Property Rights for, such Software.

"Software Supplement" means, with respect to a Software, the addendum provided as part of the applicable Order Form that contains additional terms, conditions, limitations, and/or other information pertaining to that Software. Software Supplements will be attached to and made a part of individual Order Forms as appropriate.

"Software Support Services" means the provision of Maintenance.

"Source Code" means a set of high level instructions/commands and statements which is written by a (human) programmer in plain text by using a computer programming language (e.g., C, C++, Java, Python, or Assembly language) which is not directly understandable by a central processing unit.

"Staffing FTA Year" means, for the Term of this 2022 Master Agreement and for the work performed under Attachment G1, each one (1) year period beginning on September 1 and ending on August 31 of the immediately following calendar year.

"Term" means, with respect to this 2022 Master Agreement, the period of time defined in Section 10 below, and means, with respect to an Order Form issued on the terms of this 2022 Master Agreement, the period of time identified as the "term" of the applicable Order Form.

"Term License Software" means any of the Software solutions that are identified within Exhibit D, Attachment D1 which Ellucian may offer for licensing on a term of years or subscription basis to a TCC Member, with Software Support Services for such Software included within the annual fees payable by the TCC Member, where (a) the beginning and ending dates of the TCC Member's right to use such Software

shall be specified within a Term License Software Order Form and (b) TCC Member's right to use the Software expires automatically at the end of the subscription term defined in the Term License Software Order Form.

"Texas A&M University Affiliate" or "TAMU Affiliate" means each of the following: Texas A&M University; Texas A&M University at Galveston; Texas A&M University at Qatar; Prairie View A&M University; Tarleton State University; Texas A&M University-Kingsville; Texas A&M University-Corpus Christi; Texas A&M International University; Texas A&M University-Texarkana; Texas A&M University-San Antonio; Texas A&M University-Central Texas; Texas A&M AgriLife Research; Texas A&M Forest Service; Texas A&M AgriLife Extension Service; Texas A&M Veterinary Medical Diagnostic Laboratory; Texas A&M Engineering Experiment Station; Texas A&M Engineering Extension Service; Texas A&M Transportation Institute; The Texas A&M University System Offices; Texas A&M University Health Science Center; West Texas A&M University; Texas A&M University-Commerce; Texas Division of Emergency Management; Association of Former Students; Texas A&M Foundation; 12th Man Foundation; Texas A&M Research Foundation; and any other college, university or agency that, subsequent to the Effective Date, becomes part of The Texas A&M University System in accordance with the applicable requirements and law and established procedures for such joiner (a "Future Institution"), provided that TAMU-CC must first provide Ellucian with notice that a Future Institution has become part of The Texas A&M University System before such Future Institution will be deemed a TAMU Affiliate for purposes of this 2022 Master Agreement.

"Texas Connection Consortium" or "TCC" means the organization and community of Institutions of Higher Education (as defined in Section 61.003(8) of the *Texas Education Code*) joined together through consolidation of resources to deliver Texas-specific software through modification, enhancements and State reporting solutions.

"TCC Member" means, in each instance, either (i) an entity meeting the criteria specified in Exhibit C of this 2022 Master Agreement that has completed, executed and delivered an Order Form or may hereafter complete, execute and deliver an Order Form during the Term, or (ii) TAMU-CC acting for and on behalf of itself as an individual institution. Exhibit C, Attachment C1, contains a complete list of the TCC Members as of the Effective Date of this 2022 Master Agreement.

"TCC Member Data" means all electronic data or information submitted by TCC Member to the Software or in conjunction with Managed Cloud Services, Professional Services, and/or Software Support Services.

"TCC Member Personal Data" means certain Personal Data of a TCC Member's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations and which is provided to Ellucian by a TCC Member to affect the purposes of an Order Form.

"TCC Center" means a facility which is maintained and staffed by Ellucian in accordance with Exhibit G, for the provision of the Centralized Support Services to include software modifications, enhancements and reports, and from where Ellucian will provide warranty and Maintenance to TCC Members, all as otherwise provided for in Exhibit G. The TCC Center shall be located at Ellucian's regional business offices in Frisco, Texas or at another location as may be determined by Ellucian in its sole discretion. Certain personnel may access the TCC Center remotely to perform Centralized Support Services from another location. The TCC advisory board (as defined in Attachment E1 of Exhibit E) will advise the TCC Director on the desired goals or other service related results needed for the benefit of the TCC Members. The TCC advisory board will do so by appointing two or more liaison representatives that will monitor the plans and service actions being performed by the TCC Center against the TCC advisory board and the TCC Members' requests for services. The TCC Director (as defined in Exhibit G) will be expected to participate in meetings called by the liaisons and provide reports to the TCC advisory board. The TCC advisory board will provide to the Ellucian Representative (as defined below) an assessment of the effectiveness of the TCC Center and of the TCC Director's effectiveness in delivery of services to the membership. Ellucian may use the assessment for performance evaluations, as well as promotions and salary increases.

"Third Party Software" means, in each instance, an Available Software product identified in Exhibit D, Attachment D1 under the heading of "Third Party Software." Third Party Software products listed in Exhibit D, Attachment D1 include integration between Ellucian and the applicable product in order to 1) maintain compatibility, or 2) provide Customization to work with Ellucian Proprietary Software. When licensed from Ellucian, Ellucian provides first tier support for the Third Party Software listed in Attachment D1.

"User" means (i) an employee of a TCC Member who is authorized by the TCC Member to use the Licensed Software or (ii) a third party contractor engaged by a TCC Member who is authorized by the TCC Member to use the Licensed Software and, prior to obtaining access to the Licensed Software, has executed a Ellucian-approved non-disclosure agreement substantially in the form of the document attached to this 2022 Master Agreement as Exhibit J.

"2022 Master Agreement" means this 2022 Master Agreement, including each of the Exhibits.

2. Right to Grant License and Ownership. Ellucian has all rights to grant the license and rights of usage for the Licensed Software provided for in this 2022 Master Agreement. Except as otherwise indicated in an applicable Software Supplement, Ellucian owns the Licensed Software.

3. License. Subject to the terms and conditions of this 2022 Master Agreement, upon the parties' execution of an Order Form in each instance, Ellucian will grant the appropriate TCC Member, a non-exclusive, non-transferable license to use and copy for use, each Software specified in the Order Form in question, on the Equipment (when applicable), and only for the TCC Member's own computing operations. This license grant is perpetual, subject to compliance with the terms of this 2022 Master Agreement for perpetual licenses to Software, except that license(s) for Cloud Software or on-premises Term License Software are granted only for the term of years specified in the applicable Order Form. Such licensing rights are also extended to the TCC Member for the Documentation for each such Software (subject, without limitation, to any copying restrictions provided for in an applicable Software Supplement, as otherwise specified in Section 3(c) of this 2022 Master Agreement), and for any other materials made available to the TCC Member during the provision of Professional Services, such as training materials, fit gap summaries, Project Plans, and data conversion tools ("Related Materials"). Unless otherwise specified in a Software Supplement or an Order Form, the TCC Member shall also have the right to make additional copies of the Software, subject to the terms, conditions and restrictions otherwise provided for in this 2022 Master Agreement. Use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties (such as, but without limitation, to retrieve, view and input data from and in the Licensed Software by the TCC Member's students, alumni, vendors, and other affiliated organizations through Web-enabled capabilities existing in the Licensed Software, in the course of and as reasonably required by such third parties' respective roles and relationships with the TCC Member, including, subject to applicable US laws and restrictions, through the internet from outside of the United States) are permitted. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Software for which a TCC Member is not granted a right for use. The TCC Member may not make any use of any Source Code and/or Object Code for any such Software for which a license has not so been expressly granted. Any rights not expressly granted in this 2022 Master Agreement are expressly reserved.

(a) Source Code. If the Order Form in question does not otherwise provide that the TCC Member named therein has a right to use Source Code for a particular Software, then such TCC Member has no rights in or to the Source Code for that Software. Only with respect to the Software for which the Source Code is so licensed, a TCC Member has the right to compile, modify, improve and enhance the Licensed Software specified in the Order Form in question. No TCC Member may disclose all or any part of the Source Code for the Licensed Software to any person except Users who, before obtaining access to the Source Code, have been informed by the TCC Member of the non- disclosure obligations imposed on the applicable TCC Member, and if applicable, such Users have executed an Ellucian approved non-disclosure agreement substantially in the form of the document attached to this 2022 Master Agreement as Exhibit J.

(b) Object Code. A TCC Member has the right to use the Licensed Software licensed to that TCC Member pursuant to the applicable Order Form (i) in Object Code form and (ii) in Object Code form temporarily on another Ellucian-supported configuration, for disaster recovery of the TCC Member's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, a TCC Member can make a reasonable number of copies of the Documentation for each Software listed on its respective Order Form for its use in accordance with the terms of this 2022 Master Agreement.

(d) Restrictions on Use of the Licensed Software.

(i) Reverse engineering, disassembly or decompilation of the Licensed Software is strictly prohibited. Use of the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties (including any TCC Member other than that for which the Licensed Software has been so licensed) is strictly prohibited except as otherwise permitted in this Section 3. The Licensed Software may not be used by, or disclosed to, any person except Users. Without limiting the foregoing, use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties on a strict "need to know" basis, will not be deemed a non-permitted disclosure of the Licensed Software. The Licensed Software, in whole or in part, may not be exported outside of the continental United States of America, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate governmental authorities.

(ii) All Order Forms under this 2022 Master Agreement are subject to United States laws and regulations controlling the export of computer hardware, technical data, computer software, laboratory prototypes and other commodities, or derivatives of any of the foregoing. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by the TCC Member that the TCC Member will not export data or commodities to certain countries without advance approval of that agency. Ellucian neither represents that a license will not be required nor that, if required, it will be issued. Each TCC Member shall comply with all applicable export laws and regulations and may not (i) directly or indirectly export or allow the export of Software, in whole or in part, outside of the United States in violation of those laws or regulations, or (ii) provide access to the Software to anyone on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons List, List of Specially Designated Terrorists, or the United States Commerce Department's Denied Persons List.

(e) Intellectual Property Rights Notices. The Intellectual Property Rights notice(s) embedded in or that Ellucian otherwise provides with the Licensed Software may not be altered or removed. The unaltered Intellectual Property Rights notice(s) must be reproduced in any full or partial copies of the Licensed Software.

(f) Cloud Software. The Cloud Software is subject to the terms and conditions of the Ellucian Cloud Software Standards attached hereto as Exhibit L (the "Cloud Standards"). In the event of any conflict or inconsistency between the terms and conditions of this 2022 Master Agreement and the Cloud Standards, this 2022 Master Agreement will control.

4. Professional Services. Ellucian will provide the TCC Members or TAMU-CC, in its capacity as Contract Administrator for the needs of all TCC Members, with Professional Services pursuant to an Order Form, and for the remuneration otherwise provided for in such Order Form, in accordance with the terms of the Professional Services Agreement attached hereto as Exhibit B.

5. Delivery. In each instance, Ellucian will deliver or otherwise make available electronically the Baseline Software identified in an Order Form to the TCC Member(s) specified in such Order Form at the Delivery Address specified in such Order Form (for on-premise Software) within thirty (30) days after such Order Form has been signed by all parties.

6. Invoicing, Payment and Taxes.

(a) Software and Maintenance Invoicing. In each instance, an Order Form, after execution by either TAMU-CC acting in its capacity as Contract Administrator or the TCC Member, and the assignment of a TAMU-CC control number, may be used as the basis for Ellucian to develop an invoice for payment. Ellucian shall not bundle invoices, but rather create one (1) invoice per Order Form. Each invoice must contain the TAMU-CC control number and the appropriate TCC Member's name. For the annual Maintenance billing, Ellucian will submit a spreadsheet to Contract Administrator by July 15th of the applicable Contract Year for review and approval by all appropriate TCC Members. Payment for annual Maintenance shall occur the earlier of thirty (30) calendar days after: (i) October 1, or (ii) thirty (30) calendar days after the date the spreadsheet has received final approval from the TCC Members, such approval which will not be unreasonably withheld, delayed or conditioned in any instance.

(b) Software and Maintenance Invoicing for TAMU Affiliates. In each instance, an Order Form after execution by a TAMU Affiliate and Ellucian, may be used as the basis for Ellucian to develop an invoice for payment. Ellucian shall not bundle invoices, but rather create one (1) invoice per the applicable Order Form. Each invoice must contain the appropriate TAMU Affiliate's name. Ellucian will provide a copy of the executed Order Form to Contract Administrator. Further, Ellucian will remit to Contract Administrator, as outlined in Exhibit F, the appropriate retained license and Maintenance fees.

(c) Professional Services Invoicing. In each instance, an Order Form processed by a TCC Member after execution by Ellucian may be used as the basis for Ellucian to develop an invoice for payment. In instances when Professional Services are requested for a particular TCC Member, Ellucian shall develop an invoice for payment directly by the TCC Member who processed the Order Form. In instances when Professional Services are requested by the Contract Administrator for the needs of all TCC Members, Ellucian shall develop an invoice for payment by the Contract Administrator.

(d) Payment, Generally. For the Licensed Software, Maintenance, and Professional Services, the TCC Members will pay the fees identified in the applicable Order Form which shall be consistent with the terms and conditions stated in Exhibit E. Without limiting the foregoing, however, in consideration of TAMU-CC's expenses in connection with the ongoing administration of this 2022 Master Agreement as the Contract Administrator, the net amounts that TAMU-CC will remit to Ellucian for the Software and Maintenance that Ellucian provides to the TCC Members are set forth in Exhibit E, Attachment E1 and Exhibit F. Contract Administrator shall forward to Ellucian all payments based on Ellucian's invoices after it receives payment from TCC Members. TCC Members shall remit payment to Contract Administrator by not later than thirty (30) calendar days after the date the TCC Member received the interagency transfer voucher or invoice from Contract Administrator. Late payments shall be subject to additional charges to be determined by statute, except for those amounts properly disputed under Chapter 2251, *Texas Government Code*, provided, however, the payment due date will not be extended beyond what is provided in Chapter 2251, *Texas Government Code*, and late fees and/or interest may apply.

(e) Expenses. Except as may otherwise be provided for in any specific Order Form, expenses incurred by Ellucian for travel in providing any Software, Maintenance and/or Professional Services shall be additional and shall be billed at the rates where applicable and only for the categories of expense as allowed in the State of Texas Travel Allowance Guide (the "Texas Travel Guide") in effect at the time the expenses are incurred. It is the responsibility of the TCC Member that processed the Order Form related to the expenses to fund the payment of allowable expenses. Travel time of Ellucian personnel staffing the TCC Center who

are traveling within the Frisco, Texas metropolitan area shall not be billed by Ellucian.

(f) Payment of Invoices. All payments by TAMU-CC in its capacity as Contract Administrator or TCC Members under this 2022 Master Agreement shall be made in accordance with Chapter 2251, *Texas Government Code*.

(g) Taxes. TAMU-CC represents that it and the TCC Members and TAMU Affiliates are tax-exempt entities under local, state and federal law and are currently not liable for payment of taxes in connection with this 2022 Master Agreement.

(h) License Adjustments. License fees, associated maintenance fees (if applicable), and/or annual subscriptions fees will increase for any Software licensed on a User, "seat" or other pricing metric if the number of a TCC Member's Users, "seats" or other licensing metric increases beyond the licensed metric ordered (e.g., CRM Users, reports, address cleanses, or bulk email sends) during the Term of the Order Form(s). Ellucian will prepare a subsequent Order Form to increase the licensed metric, the license fees and associated Maintenance fees; upon execution of that subsequent Order Form, the TCC Member's license will thereafter reflect the increased licensed quantity during the remainder of the applicable Term.

(i) Good Faith Dispute (as to payment of invoices). A "Good Faith Dispute" means a good faith dispute by a TCC Member of certain amounts invoiced under this Agreement. Only to the extent consistent with Chapter 2251, *Texas Government Code*, a Good Faith Dispute will be deemed to exist only if (i) a TCC Member has given written notice of the dispute to Ellucian promptly after receiving the invoice and (ii) the notice explains the TCC Member's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed, and TCC shall, to the extent permitted by Chapter 2251, *Texas Government Code*, pay Ellucian for any amounts not subject to a Good Faith Dispute.

7. Limited Warranties, Disclaimer of Warranties and Election of Remedies.

(a) Limited Baseline Software Warranty by Ellucian and Remedy For Breach. For each Software, Ellucian warrants to the appropriate TCC Member that, for a period of twelve (12) months after the Delivery Date, the Baseline Software, as used on the Equipment for the non-commercial computing operations of the TCC Member, will operate without Documented Defects. For each Documented Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide the appropriate TCC Member with an Avoidance Procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, Ellucian is unable to provide an Avoidance Procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this 2022 Master Agreement, the appropriate TCC Member may pursue a remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Limited Customizations Warranty by Ellucian and Remedy For Breach. For each Customization, Ellucian warrants to the appropriate TCC Member that, for a period of ninety (90) days after Ellucian first delivers such Customization to a TCC Member, as applicable, the Customization, as used on the computer configuration for which Ellucian developed the Customization for the non-commercial computing operations of the TCC Member, will operate without Documented Defects. For each Documented Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide the appropriate TCC Member with an Avoidance Procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, Ellucian is unable to provide an Avoidance Procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this 2022 Master Agreement, the appropriate TCC Member may pursue a remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies for

breach of this limited warranty, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 7(b).

(c) Ellucian will render all Professional Services in a professional and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Professional Services that such Ellucian personnel have been assigned to perform ("Service Standards"). Ellucian will promptly replace any Ellucian personnel that are rendering Professional Services on-site at the Premises if the appropriate TCC Member reasonably determines that such personnel do not so exhibit the requisite skills and provides Ellucian with written notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. To the extent Ellucian fails to provide any Professional Services in accordance with these Service Standards and is notified promptly by the TCC Member in writing of such failing, Ellucian shall re-perform the services at issue at no additional cost. This remedy is exclusive and is in lieu of all other remedies for breach of this limited warranty, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 7(c).

(d) Disclaimer of Warranty and Conditions. The limited warranties in Sections 7(a), 7(b) and 7(c) are made to the appropriate TCC Member exclusively and are in lieu of all other warranties. **ELLUCIAN MAKES NO OTHER WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER OR PURSUANT TO THIS 2022 MASTER AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

(e) Abrogation of Limited Warranty. The limited warranties in Section 7(a), 7(b) and 7(c) will be null and void if: (i) anyone (including TAMU-CC) other than Ellucian modifies the Baseline Software or Customization, as applicable; or (ii) the TCC Member in question does not implement changes that Ellucian provides to correct or improve the Baseline Software or Customization, as applicable. If despite any modification of the Software or Customization, Ellucian can replicate the reported problem as if the problem were a Documented Defect, then Ellucian will nonetheless provide the TCC Member in question with an Avoidance Procedure for or a correction of that reported problem as though the reported problem were a Documented Defect.

(f) Warranty and Maintenance Obligations Inure To The Appropriate TCC Member. Ellucian, TAMU-CC and each TCC Member, through its execution of an Order Form, hereby acknowledge and agree that Ellucian's obligations of warranty and support pursuant to this 2022 Master Agreement, and to provide Maintenance under the Maintenance Agreement, inure only to the appropriate TCC Member, and only at the TCC Center.

8. Confidential Information.

(a) Except as otherwise permitted under this 2022 Master Agreement, the Recipient will not knowingly disclose to any third party or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this 2022 Master Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, the obligations of the TCC Members to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

(b) Without limiting the foregoing, neither TAMU-CC acting in its capacity as Contract Administrator nor a TCC Member shall be deemed to have breached its obligations under Section 8(a) if Contract Administrator or a TCC Member receives a request pursuant to Texas Public Information Act (as defined below) for copies of Ellucian Confidential Information, and Contract Administrator or a TCC Member complies with applicable provisions of the Texas Public Information Act, which includes providing Ellucian notice of and an opportunity to challenge or seek an order limiting the scope of such request. Nothing in this Section 8(b) shall be deemed to permit Contract Administrator or a TCC Member to disclose any Confidential Information of Ellucian, pursuant to a request under the Texas Public Information Act, which Contract Administrator or a TCC Member is not required by applicable law to disclose.

(c) Public Information. Subject to the requirements referenced in Section 8(b) above,

(i) Ellucian acknowledges that TAMU-CC acting in its capacity as Contract Administrator and each TCC Member is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* (the "Texas Public Information Act"), in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(ii) Upon Contract Administrator's or a TCC Member's written request, Ellucian will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under the Texas Public Information Act to Contract Administrator or the TCC Member in a non-proprietary format acceptable to Contract Administrator or such TCC Member. As used in this provision, "public information" has the meaning assigned in Section 552.002 of the Texas Public Information Act, but only includes information to which Contract Administrator or the TCC Member has a right of access.

(iii) Ellucian acknowledges that Contract Administrator and the TCC Members may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*, provided that Ellucian commercial and financial information will be redacted or removed prior to posting as provided under Section 552.110 of the Texas Public Information Act.

(iv) The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this 2022 Master Agreement and Ellucian agrees that the 2022 Master Agreement can be terminated if Ellucian knowingly or intentionally fails to comply with a requirement of that subchapter.

(d) TCC Member Personal Data. Ellucian agrees that for so long as it processes TCC Member Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the privacy and security of TCC Member Personal Data set forth in the Data Processing Addendum attached hereto as Exhibit K. Ellucian shall store TCC Member Personal Data only on devices located within the United States.

9. Intellectual Property Indemnity by Ellucian.

(a) Defense of Claim and Conditions of Defense. Ellucian is the owner or legal licensor of the Licensed Software and has the right to grant the TCC Members the license to use the Licensed Software without violating any Intellectual Property Rights of any third party. To the best of Ellucian's knowledge, there are no actual or threatened suits by any such third party based on an alleged violation of such right by Ellucian as of the Effective Date. Ellucian will indemnify and hold Contract Administrator and each TCC Member harmless from and against any loss, cost, and expense that Contract Administrator or that TCC Member incurs because of a claim that use of a Baseline Software or Customization infringes any third party's Intellectual Property Rights. Ellucian's obligations under this provision are expressly conditioned on the following: (i) Ellucian must be notified promptly of any such claim; (ii) to the extent authorized by the State

of Texas Attorney General, Ellucian must be granted sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that Contract Administrator and TCC Members may choose to represent their own interests in any such action, at their expense, but such representation must not prejudice Ellucian's right to control the defense of the claim and negotiate its settlement or compromise; (iii) Contract Administrator and each affected TCC Member must cooperate with Ellucian to facilitate the settlement or defense of the claim; and (iv) the claim must not arise from modifications or (with the express exception of the other Software or Customizations, and third party hardware and software specified by Ellucian in writing as necessary for use with the Licensed Software) from the use or combination of products provided by Ellucian with items provided by any TCC Member, or others.

(b) Remedies For Infringement. If any Software or Customization is, or in Ellucian's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Ellucian, at its sole option and expense, will either: (A) obtain for the affected TCC Member the right to continue using the Software or Customization under the terms of this 2022 Master Agreement; or (B) replace the Software or Customization with products that are substantially equivalent in function, or modify the Software or Customization, as applicable, so that it becomes non- infringing and substantially equivalent in function. If, despite the exertion of its good faith, diligent efforts, Ellucian is unable to provide the remedies described in either (A) or (B) above, then Ellucian will refund to Contract Administrator, for distribution to the affected TCC Member, as applicable, the license fee paid to Ellucian for the Software(s) giving rise to the infringement claim, or the Professional Services fees paid by Contract Administrator, on behalf of a TCC Member, for the creation of the Customization(s) giving rise to the infringement claim, as applicable; and in either instance, less a charge for use based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ELLUCIAN'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Term. TCC Members' rights to license Software and to obtain Maintenance and Professional Services pursuant to this 2022 Master Agreement will remain in full force and effect as of the Effective Date through August 31, 2027 ("Initial Term"). All perpetual Software licenses for the Software that Ellucian has granted prior to the expiration of the Term will remain in full force and effect in accordance with the terms of this 2022 Master Agreement.

(b) Renewal Option. TAMU-CC acting in its capacity as Contract Administrator will have the unilateral right (the "Renewal Option") to renew this 2022 Master Agreement for one or more additional terms (each, a "Renewal Term", and collectively with the Initial Term, the "Term"), subject to execution of a written agreement signed by authorized representatives of TAMU-CC and Ellucian and provided that the maximum Term of this 2022 Master Agreement may not exceed ten (10) years. TAMU-CC can exercise the Renewal Option by providing Ellucian with notice of intent, to be received by Ellucian by no later than August 31, 2026, advising Ellucian that TAMU-CC is so exercising the Renewal Option. Provided that TAMU-CC has given notice of its intent to exercise the Renewal Option, Ellucian will prepare a written amendment extending the Term through the end of the Renewal Term, which amendment must be signed by both parties to be of any force or effect. Absent TAMU-CC's timely notice of exercise of the Renewal Option and/or absent full execution of the amendment memorializing the extension, the Term will expire on August 31, 2027.

(c) Right of Termination For Cause.

(i) Termination of Agreement in its Entirety. TAMU-CC acting in its capacity as Contract Administrator and Ellucian will each have the right to terminate this 2022 Master Agreement in its entirety if the other party breaches a material provision of this 2022 Master Agreement.

Either Contract Administrator or Ellucian has the right to terminate this 2022 Master Agreement

in its entirety at any time while an event or condition giving rise to the right of termination exists. To terminate this 2022 Master Agreement, the party seeking termination of this 2022 Master Agreement in its entirety must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this 2022 Master Agreement will be deemed terminated at the end of that period, effective immediately upon receipt of written notice to that effect. However, notice to Ellucian of a suspected Documented Defect will not constitute a notice of termination of this 2022 Master Agreement.

(ii) Termination of Individual Order Form. Contract Administrator, on behalf of a TCC Member, or a TCC Member, in its own right, as one party; and Ellucian, as the other party, will each have the right to terminate an individual Order Form for cause if the other party (that is, Ellucian or the applicable TCC Member under such Order Form) breaches a material obligation under or pursuant to that Order Form. Either party has the right to terminate the applicable Order Form at any time while an event or condition giving rise to the right of termination exists. To terminate an Order Form, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination, unless such breach is not capable of cure, in which case the Order Form will be deemed terminated upon the date the other party receives such notice of termination. If the event or condition giving rise to the right of termination is not cured within that period, the Order Form in question may be terminated by the non-breaching party at the end of that period upon ten (10) days written notice. However, notice to Ellucian of a suspected Documented Defect will not constitute a notice of termination of an Order Form.

(d) Termination For Cause Without Prejudice to Other Rights and Remedies. Termination of this 2022 Master Agreement for cause will be without prejudice to the terminating party's other rights and remedies pursuant to and as limited by this 2022 Master Agreement.

(e) Limited Right of Termination for Non-Appropriation. TCC Members may terminate Order Forms and TAMU-CC acting in its capacity as Contract Administrator may terminate this 2022 Master Agreement, without recourse, if funds sufficient to pay obligations hereunder are not appropriated by the Texas Legislature. In the event of non-appropriation, Ellucian will be provided ten (10) business days written notice of intent to terminate. Termination for non-appropriation shall be effective as of the end of the last fiscal year in which the TCC Member or Contract Administrator had appropriated funding on August 31. It is each TCC Members' intent, to the extent allowable by Texas law, to make all payments due pursuant to this 2022 Master Agreement if funds are legally available therefor, and in that regard TAMU-CC in its capacity as Contract Administrator represents and warrants to Ellucian that Maintenance and Professional Services to be provided by Ellucian pursuant to this 2022 Master Agreement, are important to the proper, efficient and economic operation of TAMU-CC in its capacity as Contract Administrator and each TCC Member. For the avoidance of doubt, this limited right of termination for non-appropriation is limited to (i) Professional Services Order Forms and (ii) each Contract Year after the initial one under an applicable Order Form for a multi-year term with respect to Term License Software, Managed Cloud Services, and/or Software Support Services. Fees specified in an Order form, including without limitation, license fees are non-cancelable and nonrefundable, unless specifically provided in an Order Form or this 2022 Master Agreement.

(f) Limited Right of Termination Upon Termination of Interagency Agreement. Notwithstanding any other provision of this 2022 Master Agreement, TAMU-CC acting in its capacity as Contract Administrator will have the right to terminate this 2022 Master Agreement by providing Ellucian with not less than thirty (30) days prior written notice of such termination, upon the termination of the Interagency and Interlocal

Agreement between Contract Administrator and TCC. Outstanding Order Forms for Professional Services to be performed by Ellucian and payments to be made by TCC Members thereunder shall survive termination of this 2022 Master Agreement under this clause and remain in effect in accordance with their respective terms and conditions.

(g) Effect of Termination. Upon termination of this 2022 Master Agreement by either party, each TCC Member will promptly return to Ellucian or (at Ellucian's request) will destroy all copies of the Licensed Software, and will certify to Ellucian in a writing signed by a duly authorized representative of the appropriate TCC Member that it has done so. In the event of any such termination, Ellucian will work in good faith with each TCC Member to retain from the Licensed Software such information as is reasonably necessary to enable the TCC Member to comply with applicable records retention laws.

(h) Extended Obligations. This Agreement does not require that the period for any Cloud Software or Term License Software (as opposed to a perpetual license), Maintenance or Professional Services be co-terminus with the Term. For the avoidance of doubt, an Order Form can provide for Cloud Software, Term License Software, Maintenance or Professional Services for a period which extends beyond the Term of this 2022 Master Agreement. In such instances, the terms and conditions of this 2022 Master Agreement shall be incorporated within and continue to apply through the expiration of the Term of the applicable Order Form, and this 2022 Master Agreement will be deemed continuing and in full force and effect, notwithstanding the expiration of the Term, only for the purposes of the applicable Order Form(s).

(i) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this 2022 Master Agreement.

(j) Breach of Order Form Obligation. Notwithstanding any other term or condition of this 2022 Master Agreement, Ellucian's breach of any of its obligations pursuant to any Order Form will constitute a breach of that Order Form only, and will not, in and of itself, give rise to a right of termination of this 2022 Master Agreement *in toto*.

11. Notices. All notices and other communications required or permitted pursuant to this 2022 Master Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; or transmitted by facsimile or email with read receipt. Notices must be sent to a party at its address shown on the first page of this 2022 Master Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Each party must promptly send copies of any notice of material breach and/or termination of this 2022 Master Agreement to the Office of General Counsel of the other party at the following addresses:

If to TAMU-CC
Attn: Contracts Administration
Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412
E-Mail: contracts@tamucc.edu

With copy to:
Attn: Ed Evans, Sr. Associate VP & CIO
6300 Ocean Drive
Corpus Christi, Texas 78412
Email: ed.evans@tamucc.edu

If to Ellucian:
General Counsel
4 Country View Road

Malvern, PA 19355
FAX number (610) 578-7457
E-Mail: jim.bennett@ellucian.com with a copy to ask.legal@ellucian.com

12. Force Majeure. Neither party will be in breach of its obligations under this 2022 Master Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred. "Force Majeure Event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure Event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure Event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure Event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to a Force Majeure Event must be given within a reasonable time after its occurrence and must describe the Force Majeure Event(s) and the actions taken to minimize the impact of such Force Majeure Event(s). For the avoidance of doubt, the COVID-19 (or variant) pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure Events, even to the extent reasonably foreseeable by either party as of the Effective Date.

13. Assignment. Except as otherwise provided for below, neither party may assign any of its rights or obligations pursuant to this 2022 Master Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. Notwithstanding the foregoing, (a) Ellucian's assignment of this 2022 Master Agreement or of any of Ellucian's rights pursuant to this 2022 Master Agreement to Ellucian's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets, or Ellucian's assignment of this 2022 Master Agreement to any entity which now or in the future is controlled by, controlling or under common control with Ellucian will not be considered "prohibited assignments" for purposes of this 2022 Master Agreement so long as prompt written notice of the merger, consolidation or sale is provided to Contract Administrator; and (b) TAMU-CC acting in its capacity as Contract Administrator may assign this 2022 Master Agreement to any Texas governmental or quasi-governmental entity that is TAMU-CC's successor in interest as may hereafter be designated as such by the Legislature of the State of Texas, or any designee of Contract Administrator. The parties agree to cooperate in the development and execution of necessary contractual documentation to update this 2022 Master Agreement as may be required upon an assignment.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this 2022 Master Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This 2022 Master Agreement will be construed pursuant to the laws of the State of Texas without regard to conflicts of laws provisions thereof. If any provision of this 2022 Master Agreement is illegal or unenforceable, it will be deemed stricken from this 2022 Master Agreement and the remaining provisions of this 2022 Master Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY; EXCLUSION OF DAMAGES.

(a) LIMITATIONS OF LIABILITY. EXCEPT FOR LIABILITY ARISING FROM (I) OBLIGATIONS TO INDEMNIFY

UNDER SECTION 9; (II) CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY ELLUCIAN WHILE ON THE PREMISES OF A TCC MEMBER; (III) AS OTHERWISE EXPLICITLY SET FORTH IN THIS SECTION 16; OR (IV) AS OTHERWISE EXPLICITLY SET FORTH IN SECTION 18(cc) BELOW, ELLUCIAN'S AGGREGATE LIABILITY TO TCC AND/OR EACH TCC MEMBER, COLLECTIVELY AND/OR INDIVIDUALLY WILL NOT EXCEED THE FOLLOWING AMOUNTS:

(1) FOR SOFTWARE LICENSED PURSUANT TO A PERPETUAL LICENSE ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE LICENSE FEE ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM;

(2) ELLUCIAN'S CUMULATIVE LIABILITY IN CONNECTION WITH MAINTENANCE WILL NOT EXCEED (A) FOR THE FIRST THREE (3) YEARS OF THE MAINTENANCE TERM, TWO (2) TIMES THE MAINTENANCE FEES ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE, AND (B) THEREAFTER THE MAINTENANCE FEES ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE;

(3) FOR ANY CLOUD SOFTWARE OR TERM LICENSE SOFTWARE, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLUCIAN FOR SUCH SOFTWARE OR SERVICES UNDER THE APPLICABLE ORDER FORM FOR THE YEAR DURING WHICH SUCH LIABILITY FIRST AROSE; and

(4) ELLUCIAN'S CUMULATIVE LIABILITY IN CONNECTION WITH PROFESSIONAL SERVICES WILL NOT EXCEED THE PROFESSIONAL SERVICES FEES ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM PURSUANT TO WHICH THE PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY WERE ACQUIRED.

(b) EXCEPT FOR LIABILITY ARISING FROM (I) A BREACH OF THE LICENSING USE RESTRICTIONS AND LIMITATIONS IMPOSED ON EACH TCC MEMBER WITH REGARD TO THE SOFTWARE AND CUSTOMIZATIONS; (II) CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY A TCC MEMBER WHILE ON THE PREMISES OF ELLUCIAN; OR (III) AS OTHERWISE EXPLICITLY SET FORTH IN THIS SECTION 16, EACH TCC MEMBER'S AGGREGATE LIABILITY TO ELLUCIAN:

(1) FOR SOFTWARE LICENSED PURSUANT TO A PERPETUAL LICENSE ORDER FORM, EACH TCC MEMBER'S CUMULATIVE LIABILITY WILL NOT EXCEED THE LICENSE FEE DUE UNDER THAT ORDER FORM;

(2) EACH TCC MEMBER'S CUMULATIVE LIABILITY IN CONNECTION WITH MAINTENANCE UNDER A SOFTWARE SUPPORT SERVICES OR MAINTENANCE ORDER FORM WILL NOT EXCEED THE MAINTENANCE FEES DUE UNDER THAT ORDER FORM FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE;

(3) FOR ANY CLOUD SOFTWARE OR TERM LICENSE SOFTWARE, EACH TCC MEMBER'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES DUE UNDER THE APPLICABLE ORDER FORM FOR THE YEAR DURING WHICH SUCH LIABILITY FIRST AROSE; and

(4) EACH TCC MEMBER'S CUMULATIVE LIABILITY IN CONNECTION WITH PROFESSIONAL SERVICES WILL NOT EXCEED THE PROFESSIONAL SERVICES FEES DUE UNDER THE ORDER FORM PURSUANT TO WHICH THE PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY WERE ACQUIRED.

(c) EXCLUSIONS OF DAMAGES. IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND

WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN SECTION 16 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS 2022 MASTER AGREEMENT.

17. Cause of Action. Subject to the other limitations set forth in this 2022 Master Agreement, each TCC Member that is a signatory to an Order Form under this 2022 Master Agreement shall have an independent cause of action against Ellucian for any breach by Ellucian of its obligations to that TCC Member under this 2022 Master Agreement.

18. Certain Additional Provisions.

(a) Order Forms Subject To This 2022 Master Agreement. Each Order Form under this 2022 Master Agreement that is accepted by Ellucian will be subject to this 2022 Master Agreement. Notwithstanding any provision to the contrary contained in this 2022 Master Agreement, the terms and conditions of this 2022 Master Agreement will supersede any provision on an Order Form unless the Order Form specifies in any instance that terms and conditions in that Order Form will be superseding and controlling with regard only to that particular Order Form and the particular TCC Member identified in that Order Form. Any Order Form must be executed by the Contract Administrator and Ellucian, and when applicable, by the individual TCC Member; provided, however, that Order Forms for Professional Services need only be executed by both Ellucian and the TCC Member in question.

(b) No Quantity Guarantees. This 2022 Master Agreement is not exclusive. TCC Members may obtain Information Resources Technologies from other sources during the Term of this 2022 Master Agreement. Except as may otherwise be expressly provided for in this 2022 Master Agreement, TCC Members make no express or implied warranties whatsoever that any particular number of Order Forms will be issued or that any particular quantity or dollar amount of Information Resources Technologies will be procured.

(c) Records and Audits. Ellucian shall maintain adequate records to establish compliance with this 2022 Master Agreement until the later of a period of four (4) years after termination of this 2022 Master Agreement or until full, final and unappealable resolution of all audit or litigation issues that arise under this 2022 Master Agreement. Such records shall include documentation of the Effective Date of each Order Form, identification of the ordering TCC Member, the product and quantity ordered, including the name of the product and the publisher or manufacturer of the product, the price quoted for such order, the Order Form number, the order date, ship date, shipping address, the invoice sent relating to the order, the record of payment and such other documentation as Contract Administrator may reasonably request.

Pursuant to Section 552.372, *Texas Government Code*, Ellucian must (1) preserve all contracting information, as defined under Section 552.003 (7), *Texas Government Code*, related to this Agreement for the duration of this Agreement as provided by the Contract Administrator's and TCC Members' records retention requirements; (2) promptly provide Contract Administrator or a TCC Member with any contracting information related to this Agreement that is in the custody or possession of Ellucian on request of the Contract Administrator or such TCC Member; and (3) on completion of this Agreement, either (a) provide at no cost to Contract Administrator or the TCC Member all contracting information related to this Agreement that is in the custody or possession of Ellucian, or (b) preserve the contracting information related to this Agreement for seven (7) years after the conclusion of this Agreement as provided by the Contract Administrator's or TCC Member's records retention requirements.

Ellucian shall grant reasonable access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this 2022 Master Agreement to the TCC Member(s), the auditors designated by the Contract Administrator or the TCC Member(s), including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by the Contract Administrator, including the TCC advisory board, for the purposes of inspecting, auditing and/or copying such books and records. Reasonable access thereto shall

be provided by Ellucian without charge. Contract Administrator shall provide Ellucian ten (10) business days' notice prior to inspecting, auditing and/or copying Ellucian's records. Ellucian's records, whether paper or electronic, shall be made available during regular office hours. Ellucian personnel familiar with Ellucian's books and records shall be available to TCC staff and designees as needed during regular Ellucian business hours to explain the books and records to the extent necessary for the audit or inspection to be performed. Ellucian shall provide adequate office space to TCC staff during the performance of an audit.

(d) Ellucian Use of Subcontractors. If and when applicable, Ellucian may subcontract the provision of Professional Services and/or Maintenance under this 2022 Master Agreement. However, Ellucian shall remain solely responsible for the performance of its obligations under this 2022 Master Agreement. All Contract Administrator payments for Maintenance and TCC Member payment for Professional Services shall be made directly to Ellucian. Without limiting the foregoing, attached to this 2022 Master Agreement as Exhibit I is a form HUB Subcontracting Plan Statement of Intent (Form 5) that applies to Professional Services performed in the United States. Should performance of Professional Services in the United States for TCC or any TCC Member under this 2022 Master Agreement involve subcontracting, Ellucian agrees to make a good faith effort to comply with TAMU-CC's Policy on Utilization of Historically Underutilized Businesses (HUB) pursuant to a document substantially in the form of Exhibit I.

(e) Equal Opportunity Compliance. Ellucian agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Ellucian agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Ellucian under this 2022 Master Agreement.

(f) Change in Ellucian Representative. Ellucian shall appoint a primary representative to work with the Contract Administrator to maintain, support and market this 2022 Master Agreement (the "Ellucian Representative"). Contract Administrator reserves the right to request a change in Ellucian's then-current Ellucian Representative if the assigned Ellucian Representative is not, in the opinion of the TCC, serving the needs of the State of Texas and the TCC Members adequately.

(g) Contract Administrator. The TCC advisory board has appointed the Contract Administrator, whose duties shall include but not be limited to the following:

- Facilitating dispute resolution between Ellucian and the TCC Members;
- Advising the TCC advisory board regarding Ellucian's performance under the terms and conditions of this 2022 Master Agreement;
- Receiving and paying invoices and the administrative fee payments;
- Delivering financial reports to the TCC advisory board; and
- Receiving, approving, reconciling, and sending Order Forms to Ellucian.

(h) Certifications. Ellucian certifies that, to the best of its reasonable knowledge and belief, based upon reasonable investigation: (A) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this 2022 Master Agreement; (B) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the *Texas Family Code* and acknowledges this 2022 Master Agreement may be terminated and payment withheld if this certification is inaccurate; (C) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (D) it has not received payment from TAMU-CC or any of its employees for participating in the preparation of this 2022 Master Agreement or in fulfilling the terms of

this 2022 Master Agreement; and (E) there are no suits or proceedings pending or threatened against or affecting Ellucian, which if determined adversely to Ellucian will have a material effect on the ability of Ellucian to fulfill its obligations under this 2022 Master Agreement.

(i) Ability To Conduct Business In Texas. Ellucian is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas or any of its political subdivisions.

(j) Binding Agreement. This 2022 Master Agreement has been duly authorized, executed and delivered by both parties, and constitutes a valid, legal, and binding agreement, enforceable in accordance with its terms.

(k) Relationship of the Parties. This 2022 Master Agreement does not create a partnership or joint venture between any of the parties. No party may bind any of the others or otherwise act in any way as the representative of any of the others, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one party are not employees of any other party nor are they entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by any other party to its employees.

(l) Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Contract Administrator and Ellucian, as well as by Ellucian and any individual TCC Member (to the extent that the dispute involves an Order Form involving that TCC Member) to attempt to resolve any claim for breach of contract made by Ellucian that cannot be resolved in the ordinary course of business. Ellucian shall submit written notice of a claim of breach of contract under this Chapter to Contract Administrator, who shall examine Ellucian's claim and any counterclaim and negotiate with Ellucian in an effort to resolve the claim.

(m) Confidentiality of TCC Members' User Information. TCC Members may provide Ellucian with contact information of its Users during the course of this 2022 Master Agreement. Ellucian shall not sell, re-sell or otherwise distribute or release to any party in any manner any such information. Ellucian shall only use such User information for the purpose of fulfilling its obligations under this Agreement.

(n) FERPA. For purposes of FERPA, TCC Members designate Ellucian as a school official with a legitimate educational interest in any education records to the extent Ellucian is required to create, access, receive or maintain those records to fulfill its obligations under this 2022 Master Agreement. Ellucian shall comply with FERPA as to any such education records and is only permitted to use such records for the purpose of fulfilling Ellucian's obligations under this Agreement. Ellucian is prohibited from re-disclosure of such education records except as provided for in this 2022 Master Agreement or otherwise authorized by FERPA or the relevant TCC Member in writing. Notwithstanding the foregoing, the parties acknowledge that Ellucian does not accept, and shall not be subject to, any additional duties or obligations other than those which would otherwise be required under FERPA.

(o) Access by Individuals with Disabilities. Ellucian recognizes the need to develop products and services that are accessible and usable by all people, including those with disabilities and special needs, and acknowledges each TCC Member's commitment to comply with the accessibility rules assigned by the State of Texas in accordance with the *Texas Administrative Code*, Title 1, Chapters 206 and 213. To that end, Ellucian is committed to incorporating accessibility standards into Ellucian Proprietary Software. Such efforts by Ellucian include ongoing assessment of product accessibility using the standards set forth in Federal Rehabilitation Act Section 508. Ellucian's current Global Assistive Technology Policy (regarding incorporating accessibility standards) is available for review by TCC Members at: https://ellucian.force.com/clients/s/article/Ellucian-Global-Assistive-Technology-Policy.

Both parties recognize the difficulty in establishing proper limits regarding compliance with *Texas Administrative Code*, Title 1, Chapters 206 and 213, and acknowledge that individual TCC Members may have differing policies, procedures and guidelines designed to address the issue of accessibility. Further, the parties acknowledge that all Ellucian Proprietary Software may not meet the most current TCC Member, Texas State or Federal guidelines with regard to accessibility as of the Effective Date of this 2022 Master Agreement.

However, in a good faith effort to assist each TCC Member to address the *Texas Administrative Code*, Title 1, Chapters 206 and 213, upon reasonable request, Ellucian shall provide a Voluntary Product Accessibility Template ("VPAT") form as developed by the Information Technology Industry Council, to demonstrate how a particular Ellucian Proprietary Software meets key accessibility regulations. Both parties acknowledge that after any such VPAT analysis: (a) additional Professional Services may be necessary in order for a Baseline Software to meet the guidelines of a particular TCC Member; (b) that such Professional Services are not being provided by Ellucian as part of any Baseline Software; (c) as of the Effective Date of this 2022 Master Agreement no TCC Member has commissioned such Professional Services; and (d) that any such Professional Services would only be performed pursuant to a duly executed Order Form, for the additional remuneration that would be provided for in such duly executed Order Form. Further, both parties acknowledge that an "Exception" (as that term is defined as of the Effective Date of this 2022 Master Agreement under *Texas Administrative Code*, Title 1, Chapters 206 and 213) may be required for a TCC Member to obtain Software or Professional Services under this 2022 Master Agreement.

(p) Debts and Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to Ellucian under this 2022 Master Agreement may be applied directly toward certain debts or delinquencies that Ellucian owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

(q) Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

(r) Products and Materials Produced in Texas. Ellucian agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this 2022 Master Agreement, Ellucian shall purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

(s) Survival of the Prior Agreements. Notwithstanding the expiration or termination of the Prior Agreements, the parties agree that (i) all terms that, by their express language, survive any expiration or earlier termination of the Prior Agreements do and will survive the expiration or termination of the Prior Agreements; and (ii) all obligations of the parties (including, for these purposes, each TCC Member that is a signatory to the Order Form in question), including payment and performance obligations related to the Software, Maintenance and Professional Services, survive the expiration or termination of the Prior Agreements.

(t) 2006 TAMU Agreement. For purposes of clarity, this 2022 Master Agreement does not impact the 2006 Master Software License, Services and Maintenance Agreement between Texas A&M University and Ellucian effective October 27, 2006 (the "2006 TAMU Agreement") which remains in effect according to

its terms.

(u) Prohibition on Contracts with Companies Boycotting Israel. To the extent that *Texas Government Code*, Chapter 2270 applies to the 2022 Master Agreement, Ellucian certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of the 2022 Master Agreement. Ellucian acknowledges that the 2022 Master Agreement may be terminated, and payment withheld, if this certification is inaccurate. This clause need not be inserted into each Order Form on the basis that all Order Forms issued pursuant to the 2022 Master Agreement incorporate this language by express reference to the 2022 Master Agreement.

(v) Ellucian's Use of Confidential Information: Ellucian will use Confidential Information only for the purpose of fulfilling its duties under this 2022 Master Agreement and for the TCC Member's benefit and will not share such Confidential Information with or disclose it to any third party without the prior written consent of the TCC Member except as provided in this 2022 Master Agreement or as otherwise required by law. Ellucian will not use such Confidential Information or TCC Member Personal Data for Ellucian's own benefit and, in particular, will not engage in "data mining" of Confidential Information or TCC Member Personal Data, except as specifically and expressly required by law or authorized in writing by the TCC Member.

(w) Use of TCC Member Personal Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, TCC Member Personal Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) use and otherwise process TCC Member Data for Ellucian's internal business purposes, including development, analysis and corrective purposes, in connection with Ellucian's provision of the Software and services to TCC Members; and (c) use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and services. "Aggregated Data" means data derived from TCC Member data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual, (ii) does not contain TCC Member Personal Data, and (iii) is not attributed or attributable to a specific TCC Member. By entering into an Order Form, each TCC Member represents that it has the right to provide Ellucian with the use of TCC Member Personal Data in accordance with this 2022 Master Agreement.

(x) Data Security Controls. Pursuant to Section 2054.138, *Texas Government Code* (as applicable to Ellucian), Ellucian will maintain appropriate administrative, technical, and physical security controls, including without limitation, the provisions for the privacy and security of TCC Member Personal Data set forth in Exhibit 6, to safeguard TCC Member data (including TCC Member Personal Data) from unauthorized access, modification, disclosure, or destruction, or becoming inaccessible to authorized users (the "Security Controls"). The Security Controls will include, but are not limited to, restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups, and securely returning data to the TCC Member, or disposing or destroying data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization"). Ellucian shall periodically provide TCC Member evidence of its compliance with Security Controls as required under Texas law.

(y) Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Ellucian employees, officers, and subcontractors who have access to a TCC Member's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by the TCC Member. The cybersecurity training program must be completed by Ellucian's employees, officers, and subcontractors during the Term and any Renewal Term. Ellucian shall verify completion of the program in writing, upon request of a TCC Member, by no later than December 31, 2022 and within one hundred twenty (120) days of the commencement of any Renewal Term. Ellucian acknowledges and agrees that its failure to comply with the requirements of this Section may be

grounds for the TCC Member to terminate this Agreement for cause in accordance with the provisions of Section 10(c) of this Agreement.

(z) Response to Legal Order. If the Recipient receives a subpoena, warrant, or other legal order, demand, or request seeking Discloser's Confidential Information, the Recipient will promptly provide a copy of such subpoena, warrant, or other legal order, demand, or request to the Discloser, unless prohibited by law, and Discloser will cooperate with the Recipient's reasonable requests in connection with its response.

(aa) Deletion or Return. Upon termination or expiration of the Term specified in an Order Form, TCC Member's access to and use of the Cloud Software and/or Term License Software will immediately cease, and TCC Member will have no further access to or use of the Cloud Software and/or Term License Software (as applicable). Provided that TCC Member has provided Ellucian with a written request at least five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to TCC Member, promptly provide TCC Member with a copy of all TCC Member data then in Ellucian's possession, in a commercially reasonable format. Such TCC Member data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies, provided that, for as long as Ellucian retains TCC Member data, it shall continue to extend the protections of this 2022 Master Agreement to the TCC Member data and restrict the processing of such TCC Member data to only those purposes necessary to store and delete it.

(bb) General Indemnity. Ellucian will indemnify and hold each TCC Member harmless from and against any and all liability, claims, losses and damages for death, or bodily injury, or damage to tangible physical property, to the extent proximately caused by the negligent acts or omissions of Ellucian. Ellucian's obligations under this provision are expressly conditioned on the following: (i) TCC Member must promptly notify Ellucian of any such claim; (ii) TCC Member must in writing grant Ellucian sole control of the defense, to the extent authorized by the State of Texas Attorney General, of any such claim and of all negotiations for its settlement or compromise (if TCC Member chooses to represent its own interests in any such action, TCC Member may do so at its own expense, but such representation must not prejudice Ellucian's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) TCC Member must cooperate with Ellucian in a manner that is reasonably acceptable to TCC Member's counsel to facilitate the settlement or defense of the claim.

(cc) Security Breach. In connection with Cloud Software licensed under the terms of this 2022 Master Agreement by a TCC Member, with respect to TCC Member Personal Data, in the event of a "Security Breach" as defined by applicable state or federal law, to the extent caused by Ellucian's negligence or willful misconduct, Ellucian shall be responsible to pay for, or reimburse the applicable TCC Member(s) for, the following, to the extent applicable, up to the Separate Cap specified below: (1) reasonable attorneys' fees incurred by the TCC Member(s) in furtherance of TCC Member's obligations with respect to the Security Breach; (2) the cost of notifying appropriate law enforcement agencies, government regulatory authorities and affected customers/students; and (3) two (2) years of credit monitoring services for TCC Members' affected customers/students/faculty members/employees, provided by a reputable credit monitoring services provider. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS 2022 MASTER AGREEMENT SHALL NOT APPLY TO DAMAGES INCURRED BY A TCC MEMBER AS A RESULT OF A SECURITY BREACH CAUSED BY ELLUCIAN'S BREACH OR FAILURE TO COMPLY WITH TERMS AND CONDITIONS REGARDING ELLUCIAN'S DATA PROTECTION OBLIGATIONS WITH RESPECT TO CLOUD SOFTWARE, WHICH DAMAGES WILL INSTEAD NOT EXCEED A CUMULATIVE TOTAL OF THE FEES THAT THE TCC MEMBER ACTUALLY PAID TO ELLUCIAN UNDER THE APPLICABLE CLOUD SOFTWARE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO ELLUCIAN'S LIABILITY FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE (THE "SEPARATE CAP"). THE SEPARATE CAP IS: (I) IN LIEU OF, AND NOT IN ADDITION TO, THE MONETARY CAP OTHERWISE PROVIDED IN THIS 2022 MASTER AGREEMENT, AND (II) A CUMULATIVE, AND NOT A "PER OCCURRENCE" LIMITATION.

(dd) TCC Member Workplace Policies. Unless otherwise agreed in writing, to the extent any Ellucian personnel are performing Professional Services on or accessing a TCC Member's premises or campus location(s), Ellucian agrees that such personnel will comply with the TCC Member's rules, regulations, and policies normally applicable to onsite activities (collectively, the "TCC Member Policies"), provided that such TCC Member Policies will be communicated to Ellucian prior to entering the workplace and that the TCC Member provides a copy of such policy upon Ellucian's written request in advance of the commencement of the applicable Professional Services. Notwithstanding the preceding, Ellucian will not be required to comply with any TCC Member Policies that are not applicable to other TCC Member suppliers having similar access to TCC Member's workplace, systems, facilities, and personnel as Ellucian hereunder, and, in respect of such TCC Member Policies, Ellucian will be treated in a manner that it consistent with such other of TCC Member's suppliers.

(ee) Certification Regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Ellucian certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Ellucian acknowledges this 2022 Master Agreement may be terminated if this certification is inaccurate.

(ff) Prohibition on Contracts Related to Persons Involved in Human Trafficking: Under Section 2155.0061, *Texas Government Code*, Ellucian certifies that Ellucian is not ineligible to receive this 2022 Master Agreement and acknowledges that this 2022 Master Agreement may be terminated, and payment withheld if this certification is inaccurate.

(gg) Not Eligible for Rehire: Ellucian is responsible for ensuring that its employees involved in any work being performed for TAMU-CC or any TAMU Affiliate under this 2022 Master Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event TAMU-CC or any TAMU Affiliate becomes aware that Ellucian has a NEFR Employee involved in any work being performed under this 2022 Master Agreement, TAMU-CC or the TAMU Affiliate will have the right to demand removal of such NEFR Employee from work being performed under this 2022 Master Agreement. Non-conformance to this requirement may be grounds for termination of this 2022 Master Agreement.

(hh) Prior Employment. In accordance with Section 2252.901, *Texas Government Code*, Ellucian represents and warrants that if a former or retired employee of any TCC Member was employed by Ellucian within one (1) year of the employee's leaving the TCC Member, then such employee will not perform services on projects with Ellucian that the employee worked on while employed by the TCC Member.

(ii) Disaster Related Contracts. TAMU-CC cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, *Texas Government Code*, Ellucian certifies that the individual or business entity named in this 2022 Master Agreement is not ineligible to receive the specified contract and acknowledges that this 2022 Master Agreement may be terminated and payment withheld if this certification is inaccurate.

(jj) Verification Regarding Boycotting Energy Companies: Ellucian agrees that in accordance with Section 2274.002, *Texas Government Code*, Ellucian (1) does not boycott energy companies and (2) will not boycott energy companies during the Term of this 2022 Master Agreement.

(kk) Verification Regarding Discrimination Against Firearm Entities and Trade Associations: Ellucian agrees that in accordance with Section 2274.002, *Texas Government Code*, Ellucian (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2)

will not discriminate against a firearm entity or firearm trade association during the Term of this 2022 Master Agreement.

(ll) Cloud Computing Services: As of the Effective Date, Ellucian represents and warrants that it has obtained provisional status and complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, *Texas Government Code*, Ellucian shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any Renewal Term. Ellucian shall provide a TCC Member with evidence of such compliance and certification within thirty (30) days of such TCC Member's request and at least thirty (30) days prior to the start of any Renewal Term.

(mm) Insurance:

a. Ellucian shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC.

Coverage	**Limit**
1. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 Disease/Policy Limit

2. Automobile Liability

Business Auto Liability Insurance covering all non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

3. Commercial General Liability	
Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products / Completed Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to rented Premises	$300,000
Medical Payments	$5,000

4. Professional Liability (Errors & Omissions) Insurance with limits of not less than $2,000,000 each claim and in the aggregate. Such insurance will cover all professional services rendered by or on behalf of Ellucian and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Ellucian agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

5. Cyber Liability – Ellucian shall procure and maintain a Cyber Liability policy with limits not less than $2,000,000 each claim and in the aggregate, for the duration of this Agreement. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Ellucian in this Agreement and shall include, but not limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information,

extortion and network security. The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties and credit monitoring expenses, with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of this Agreement and for a period of two (2) years thereafter for services completed during the term of this Agreement. Ellucian will endeavor to provide TAMU-CC with at least thirty (30) days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

6. Umbrella Liability **$5,000,000 Limit**

b. All coverage must be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC.
c. Ellucian acknowledges that TAMU-CC has not, by requiring such minimum insurance, assessed the risk that may be applicable to Ellucian under this 2022 Master Agreement. Ellucian shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Ellucian is not relieved of any liability or other obligations assumed pursuant to this 2022 Master Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least thirty (30) days' notice before the effective date of cancellation.
d. Ellucian shall deliver to TAMU-CC evidence of insurance on an ACORD 25 verifying the existence and actual limits of all insurance after the execution and delivery of this 2022 Master Agreement and prior to the performance of any services by Ellucian under this 2022 Master Agreement. Ellucian shall provide additional evidence of insurance on an ACORD 25 verifying the continued existence of all required insurance as soon as practicable after each annual insurance policy renewal.
e. Certificate(s) of Insurance shall be transmitted electronically to TAMU-CC Contracts Administration / contracts@tamucc.edu.

(nn) Limitations: Ellucian is aware that there are constitutional and statutory limitations on the authority of TAMU-CC and each TCC Member (each a public institution of higher education) to enter into certain terms and conditions that may be part of this 2022 Master Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC's or a TCC Member's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAMU-CC or any TCC Member except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of this 2022 Master Agreement nor any conduct, action, or inaction of any representative of TAMU-CC or a TCC Member relating to this 2022 Master Agreement constitutes or is intended to constitute a waiver of TAMU-CC's or a TCC Member's or the State's sovereign immunity to suit.

(oo) Conflict of Interest: By executing this 2022 Master Agreement, Ellucian and each person signing on behalf of Ellucian certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has a direct or indirect financial interest in the award of this 2022 Master Agreement, or in the services to which this 2022 Master Agreement relates, or in any of the profits, real or potential, thereof.

(pp) Survival: The restrictions and obligations under the 2022 Master Agreement that reasonably should survive expiration or termination of the 2022 Master Agreement will survive expiration or termination of

the Agreement. For the avoidance of doubt, because an Order Form may specify that the Term applicable to products and services licensed thereunder may be for a period of time longer than the Term of this 2022 Master Agreement, the terms and conditions of this 2022 Master Agreement shall continue to apply throughout the applicable Term of such Order Form notwithstanding the expiration of the Term of this 2022 Master Agreement.

(qq) Right to Receive a Limited License for New Software that Incorporates Functionality from Previously Licensed Software. At any time when a TCC Member is a current, paid-up subscriber to Software Support Services for Unsupported Software (as defined below), if Ellucian: (i) eliminates functionality from a subsequent New Release of such Software licensed by Client (the "Unsupported Software") and (ii) includes the functionality eliminated from the Unsupported Software in another Software offering (the "New Software"), a TCC Member shall have the right to receive a limited license to use only that functionality of the New Software that was previously contained in, and eliminated from, the Unsupported Software, but not to any other functionality contained in the New Software. The limited license granted to a TCC Member for the New Software will: (i) be pursuant to the terms, conditions, use limitations and restrictions of the applicable Order Form under which the license to the Unsupported Software was granted; (ii) be granted without the payment of additional license fees; (iii) be subject to the TCC Member's agreement to any additional or supplemental terms which may be associated with the license of the New Software; (iv) apply only with respect to Ellucian Proprietary Software; and (v) not include the provision by/through Ellucian of any implementation, training or other Professional Services associated with the New Software or any components thereof. A TCC Member will not be granted full access and functionality to the New Software unless purchased by the TCC Member through a separate Order Form; for the avoidance of doubt, pricing for any future Order Form for the New Software between the parties will be based upon Ellucian's then current rates.

(rr) Compliance With Laws. In performing its obligations under the terms of this 2022 Master Agreement, each party will comply with all applicable federal and state statutes, rules, and regulations, (collectively, "Laws"). Ellucian will perform its Professional Services, Managed Cloud Services, and Maintenance obligations in a manner that complies with such Laws, including those applicable Laws of any country or jurisdiction from which or through which Ellucian provides such services or obtains resources or personnel to do so, to the extent that the same apply to Ellucian in the course of rendering Professional Services, Managed Cloud Services, and/or Maintenance.

(ss) Audit Logging.

Ellucian Banner supports the recordation of the following system events to one or more audit logs in real time:

i. All logins (including standard user, admin user, and service accounts);
ii. Account administration: account create, delete, modify permissions, change password, etc.; and
iii. Supervisor/Administrator changes to system parameters including security settings and audit logging parameters.

The audit logs can be configured to capture the following details regarding each audit log event:

i. Date;
ii. Time, down to resolution of at least one second;
iii. IP and/or username;
iv. Activity description; and
v. Success or failure.

Audit logs can also be configured for retention of up to one year, subject to a TCC Member's retention

policy.

19. Entire Agreement. The terms of the 2016 Master Agreement shall continue to apply through the end of any outstanding Subscription Services Terms or through the completion of Services under any outstanding Order Form that was signed under the 2016 Master Agreement. This 2022 Master Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order (other than an Order Form) or similar document, which may be issued in connection with this 2022 Master Agreement, does not modify this 2022 Master Agreement. No modification of this 2022 Master Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this 2022 Master Agreement.

THE PARTIES have executed this 2022 Master Agreement through the signatures of their respective authorized representatives.

ELLUCIAN		**Texas A&M University – Corpus Christi**	
By:	DocuSigned by: AD1F3EB47B464CE... *Authorized Signature*	**By:**	Kelly M. Miller Digitally signed by Kelly M. Miller Date: 2022.06.30 10:01:38 -05'00' Mahlmann, Jaclyn Digitally signed by Mahlmann, Jaclyn Date: 2022.06.29 22:01:59 -05'00' *Authorized Signature*
Name:	Zeesuon Grace park *Printed*	**Name:**	Kelly M. Miller *Printed*
Title:	Chief Accounting Officer	**Title:**	President / CEO
Date:	6/29/2022	**Date:**	

The last date of signature above is the "Execution Date" of this 2022 Master Agreement.

DZ Digitally signed by DZ Date: 2022.06.29 12:37:48 -05'00'

EXHIBIT A

SOFTWARE MAINTENANCE AGREEMENT

This Maintenance Agreement sets forth the terms and conditions on which a TCC Member will so obtain, and Ellucian will so provide, Maintenance. Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Incorporation By Reference. The terms and conditions of the 2022 Master Agreement are incorporated into this Maintenance Agreement as fully as if written out below in this Maintenance Agreement. Each capitalized term used in this Maintenance Agreement and not otherwise defined has the meaning ascribed to such term in the 2022 Master Agreement. Further, certain other terms may be defined in the operative provisions of this Maintenance Agreement.

2. Maintenance Provided.

(a) Generally. For the Contract Year specified in an Order Form, Ellucian will provide the TCC Member with Maintenance for, including Enhancements of and New Releases of, each Baseline Software identified in an Order Form, for each TCC Member identified in such Order Form, and for such fees as are specified in such Order Form pursuant to either the "Advantage Maintenance Level" as specified in Attachment A1 of this Maintenance Agreement or the "Advantage Plus Maintenance Level" as specified in Attachment A2 of this Maintenance Agreement.

(b) Limitations. All Improvements will be part of the applicable Baseline Software and will be subject to all of the terms and conditions of the 2022 Master Agreement. Ellucian's obligation to provide Improvements for Baseline Software owned by parties other than Ellucian is limited to providing the Improvements that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the Expiration Date, then Ellucian's obligation to provide Improvements for that Baseline Software, and Contract Administrator's obligation to pay Ellucian for such Improvements, will automatically terminate simultaneously with the termination or expiration of the relevant agreement. The Contract Administrator and the TCC Members must provide Ellucian with such facilities, equipment, and support as are reasonably necessary for Ellucian to perform its obligations under this Maintenance Agreement, including remote access to the Equipment.

(c) Cancellation Right. A TCC Member may terminate the provision of Maintenance for particular Software pursuant to the applicable Order Form prior to the Order Form Expiration Date (the "Cancellation Right"). To exercise the Cancellation Right for a Software pursuant to the applicable Order Form, the TCC Member must provide written notice to Contract Administrator on or before May 31 in any given Contract Year, who in turn must provide immediate written notice to Ellucian that TCC Member is exercising the Cancellation Right. Upon exercising the Cancellation Right, a TCC Member will be obligated to pay applicable Maintenance fees for the remainder of the Contract Year in which such Cancellation Right was exercised, plus applicable Maintenance fees for the immediately subsequent Contract Year. Absent Ellucian's receipt of written notice in accordance with the above, Contract Administrator/TCC Member's Maintenance payment obligations for the Baseline Software identified in the applicable eligible Order Form will remain in full force and effect in accordance with its terms. A TCC Member may withdraw such termination of Maintenance within twelve (12) months of the date of the original written notice of cancellation without incurring reinstatement fees as described in Section 2(d) below. In the event of such a withdrawal of termination, the TCC Member will be responsible to pay maintenance charges for the time during which Maintenance was inactive ("Back Maintenance").

(d) Reinstatement of Maintenance. If a TCC Member has exercised its Cancellation Right as described in Section 2(c) above, and subsequently the TCC Member wishes to begin receiving Maintenance again, TCC

Member may reinstate Maintenance on the applicable Software upon payment of Back Maintenance as well as a reinstatement fee that will not exceed fifty percent (50%) of the Back Maintenance amount.

(e) Discontinuing Maintenance. If Ellucian announces that it will discontinue Maintenance for a Baseline Software (including, for purposes of this Section, an announcement that Ellucian will continue only to provide corrections of and Avoidance Procedures for Documented Defects, but NOT any other updates, enhancements to or new releases of that Baseline Software in question), and does not offer a program to migrate the licensee of that Baseline Software to a replacement offering, then each TCC Member holding a license for that Baseline Software can elect to drop Maintenance on that Baseline Software at the end of the Contract Year in which Ellucian will discontinue Maintenance for that Baseline Software. Ellucian agrees in each instance that it will provide each TCC Member/licensee with written notice of Ellucian's plan to so discontinue Maintenance, so the TCC Member, through the Contract Administrator, can provide Ellucian with written notice, at least sixty (60) days in advance of the end of the Contract Year in question, of that TCC Member's election to so discontinue Maintenance as of the beginning of the immediately following Contract Year. If the TCC Member terminates its Maintenance commitment in this manner, the TCC Member will not be under any obligation to pay the subsequent Contract Year's Maintenance fee for the Baseline Software in question.

(f) Cloud Software. For Cloud Software, Maintenance is included in the annual fee, and is not charged separately. The maintenance standard for Cloud Software shall be as described in the applicable Order Form and as provided in Ellucian's Contracts and Documentation webpage: https://www.ellucian.com/contracts-and-documentation.

ATTACHMENT A1

Maintenance Standards – Advantage Level

I. Defined Terms:

"**Notification**" means a communication to Ellucian's ActionLine by means of: (i) Ellucian's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

"**Priority One Call**" means a Notification that TCC Member believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents TCC Member from performing data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Two Call**" means a Notification that TCC Member believes that a Documented Defect has caused a partial failure of TCC Member's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Three Call**" means a Notification that TCC Member believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in TCC Member's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to TCC Member's operations.

"**Priority Four Call**" means a Notification that TCC Member believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian's "ActionLine" Telephone Support Will be Available to TCC Members in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and Ellucian-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

III. Targeted Response Times: With respect to Ellucian's Maintenance obligations, Ellucian will use reasonable efforts to respond to Notifications from TCC Members relating to the Licensed Software in accordance with the following guidelines, with the time period to be measured beginning with the first Ellucian ActionLine business hour occurring after Ellucian's receipt of the Notification:

Priority One Calls – two (2) hours or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Ellucian representative to TCC Member to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian's obligation to respond to TCC Member, TCC Member must follow the policies and procedures of Ellucian's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

ATTACHMENT A2

Maintenance Standards – Advantage Plus Level

I. Defined Terms:

"**Notification**" means a communication to Ellucian's ActionLine by means of: (i) Ellucian's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

"**Priority One Call**" means a Notification that TCC Member believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents TCC Member from performing data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Two Call**" means a Notification that TCC Member believes that a Documented Defect has caused a partial failure of TCC Member's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Three Call**" means a Notification that TCC Member believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in TCC Member's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to TCC Member's operations.

"**Priority Four Call**" means a Notification that TCC Member believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian's "ActionLine" Telephone Support Will be Available to TCC Members in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: Ellucian's ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via Ellucian's Customer Support Center and e-mail. This system allows Ellucian's ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client's telephone call.

III. Targeted Response Times: With respect to Ellucian's Maintenance obligations, Ellucian will use reasonable efforts to respond to Notifications from TCC Members relating to the Licensed Software in accordance with the following guidelines, with the time period to be measured beginning with the first Ellucian ActionLine business hour occurring after Ellucian's receipt of the Notification:

Priority One Calls – one (1) hour or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Ellucian representative to TCC Member to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian's obligation to respond to TCC Member, TCC Member must follow the policies and procedures of Ellucian's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

EXHIBIT B

ELLUCIAN PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement sets forth the terms and conditions on which a TCC Member will so obtain, and Ellucian will so provide, Professional Services. Accordingly, and intending to be legally bound, the parties agree as follows:

1. Incorporation By Reference. The terms and conditions of the 2022 Master Agreement are incorporated into this Professional Services Agreement as fully as if written out below in this Professional Services Agreement. Each capitalized term used herein and not otherwise defined has the meaning ascribed to such term in the 2022 Master Agreement. Further, certain other terms may be defined in the operative provisions of this Professional Services Agreement.

2. Professional Services Provided. In each instance in which Ellucian is to provide Professional Services, the parties will develop a Project Plan (which may also be referred to as a Statement of Work and/or a Scope of Work) that details the Professional Services to be provided, identifies each party's responsibilities for such Professional Services, and sets a schedule for the provision of such Professional Services.

(a) Generally. For the period specified in an Order Form or a Project Plan attached to an Order Form, Ellucian will provide the TCC Member with the Professional Services specified in the Order Form or a Project Plan attached to an Order Form for such fees as are specified in such Order Form or Project Plan.

(b)(1) Committed Services and Fixed Fee Services. Without limiting any other term or condition of this Professional Services Agreement, in each instance, Ellucian will provide the TCC Member with Committed Services or Fixed Fee Services within the time period and for the fees specified in the applicable Order Form. The TCC Member must provide Ellucian with the ability to deliver such Professional Services within the time period specified in the applicable Order Form. As long as Ellucian is ready, willing and able to provide the Committed Services or Fixed Fee Services in the time period specified in the applicable Order Form, then the TCC Member's failure to use the Committed Services or Fixed Fee Services within that time period will not excuse the TCC Member's obligation to pay Ellucian the total fee specified in the Order Form for the Committed Services or Fixed Fee Services, but will excuse Ellucian's obligation to provide any unused Committed Services or Fixed Fee Services upon the expiration of the time period specified in the Order Form. Ellucian may provide Fixed Fee Services within the time period and for the fee specified in applicable Order Form for the TCC Center on behalf of TCC Members as a collective body.

(b)(2) Professional Services on a Time and Material Basis. Without limiting any other term or condition of this Professional Services Agreement, in each instance, Ellucian can also provide the TCC Member with Professional Services on a time and material basis within the time period and for the fees specified in the applicable Order Form.

(b)(3) Optional Professional Services. An Order Form may provide, in any instance, that a TCC Member has an option to obtain additional, optional Professional Services at rates specified in that Order Form, and provided that the TCC Member in question exercises its option to so acquire such optional Professional Services within the option exercise period specified in the Order Form in question. Without limiting any other term or condition of this Professional Services Agreement, in each instance, Ellucian can also provide the TCC Member with optional Professional Services on a time and material basis and/or Committed Services and/or Fixed Fee Services within the time period for the fees specified in the applicable Order Form. The terms of exercising the optional Professional Services will be designated in the Order Form.

(c) Service Rates: Ellucian's standard (list) Professional Services rates applicable under this 2022 Master

Agreement during the Contract Year ending August 31, 2023 include the following:

- $85 per hour – applicable to training Professional Services (non-discountable);
- $95 per hour – applicable to off-shore Professional Services (non-discountable);
- $125 per hour – applicable to Ellucian Degree Works Scribing Professional Services (non-discountable);
- $230 per hour – applicable to Banner ERP Professional Services; and
- $259 per hour – applicable to all other Professional Services.

The applicable discount extended to TCC shall be as provided in Exhibit C. The rates set forth above are exclusive of travel expenses and living expenses, which may be applicable to Ellucian's delivery of Professional Services, as indicated on a Professional Services Order Form. TCC Member will reimburse Ellucian in accordance with the rates provided by the Texas Comptroller of Public Accounts (https://fmx.cpa.state.tx.us/fmx/travel/index.php) or the US General Services Administration per Diem rates site (http://www.gsa.gov/portal/content/104877) and only for the categories of expenses as allowed in the State of Texas Travel Allowance Guide (the "Texas Travel Guide") in effect at the time the expenses are incurred.

Ellucian also offers certain Professional Services under either a fixed fee basis or a subscription basis (e.g., Advisory Services or Services Flex Package and Services Flex Plus Package), which may be inclusive of travel expenses and which do not involve estimating work effort (person-hours) using an hourly rate. Because the parties hereto acknowledge that it is not possible to list each and every fixed fee service that might be or become available to TCC, nothing provided herein shall prevent Ellucian and TCC, on behalf of a TCC Member, from negotiating fixed fee service rates when offered by Ellucian, provided such Professional Services are within the scope of the 2022 Master Agreement. Ellucian agrees to hold the Professional Services rates shown in this Section 2(c) without increase through August 31, 2027 for purposes of a Professional Services Order Form with a TCC Member.

3. Certain Obligations of the TCC Member.

(a) Access. The TCC Member will grant or will obtain for Ellucian personnel access to the Premises specified in each Order Form or Project Plan and other facilities (including, with regard to the Centralized Support Services, the TCC Center), information, data, data communication services, and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit Ellucian to render Professional Services.

(b) Availability of TCC Member Personnel. Upon Ellucian's reasonable request, the TCC Member will make personnel, including appropriate professional personnel, administrative personnel, and other employees, reasonably available for consultation to the extent reasonably necessary in order to facilitate Ellucian's performance of the Professional Services.

4. Personnel.

(a) Assignment of Ellucian Personnel and Replacement of Ellucian Premises-Based Personnel. The TCC Member will have the right to request that Ellucian remove and replace any Ellucian personnel providing Professional Services at the Premises if, in the reasonable opinion of the TCC Member, such Ellucian personnel do not possess the skills and experience necessary to render the Professional Services for which Ellucian has provided such personnel. Promptly after receipt of a request therefor (which right of request will not be unreasonably exercise), Ellucian will replace such personnel, at no additional cost to the TCC Member therefor.

(b) TCC Member Project Manager. For each Order Form or Project Plan, TCC Member will designate a

project director who will be responsible for communicating with Ellucian with regard to the Professional Services in question.

5. Professional Services Term. The term during which Ellucian will provide TCC Member with Professional Services under any particular engagement may be specified in the Order Form pursuant to which such Professional Services are to be provided.

6. Source Code and Software License For Customizations; Work Product Ownership.

(a) License To Use Customizations. Except to the extent that any Customization constitutes a "derivative work" of underlying copyrighted Software within the meaning of the definition set forth in Section 101 of the U.S. Copyright Act (in which event TCC Member's right to use such derivative Customization will, in each instance, be governed by the license agreement governing TCC Member's right to use the underlying copyrighted Software from which such Customization is derived), then subject to the terms and conditions of the 2022 Master Agreement, Ellucian grants TCC Member a perpetual, non-exclusive, non-transferable license to use, execute and copy the Customization specified in the Order From in question, on the Equipment, and only for the TCC Member's own computing operations. Such licensing rights are also extended to the TCC Member for the Documentation for each such Customization (subject, without limitation, to any copying restrictions provided for in an applicable Software Supplement, as otherwise specified in Section 6(a) (iii) below), and for any Related Materials. The TCC Member shall also have the right to make additional copies of the Customization, subject to the terms, conditions and restrictions otherwise provided for in the 2022 Master Agreement. Use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties (such as, but without limitation, to retrieve, view and input data from and in the Licensed Software by licensee students, alumni, vendors and other affiliated organizations through Web-enabled capabilities existing in the Licensed Software, in the course of and as reasonably required by such third parties' respective roles and relationships with the TCC Member, including, subject to applicable US laws and restrictions, through the World Wide Web from outside of the United States) are permitted.

(i) Source Code. The TCC Member will not disclose all or any part of the Source Code for any Customization to any person except to its Users.

(ii) Object Code. The TCC Member has the right to use such Customization in Object Code form, in a test, production and/or disaster recovery mode.

(iii) Right To Reproduce Customization Specifications. The TCC Member can make copies of the Customization Specification for the Customization as reasonably required for its use in accordance with the terms of this Agreement.

(iv) Restrictions on Use of Customizations. Customizations shall be subject to the same restrictions on use as those placed upon the underlying Software of the Licensed Software for which the Customization was created. For the avoidance of doubt, this includes without limitation, the restrictions on use set forth in Sections 3(d)(i) and 3(d)(ii) of the 2022 Master Agreement.

(v) Right To Modify Customization. The TCC Member has the right to modify, improve, enhance and compile the Customization, utilizing the Source Code delivered by Ellucian pursuant to this Professional Services Agreement.

(vi) Intellectual Property Rights Notices. The TCC Member is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Ellucian otherwise provides with the Customization. The TCC Member must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that the TCC Member makes of the Customization.

(vii) Survival. The provisions of this Section 6, including the license to be granted hereunder and all related rights and obligations, will survive the term or termination of this Professional Services Agreement; provided, however, that in the event of termination of the license to the Licensed Software granted to TCC Member pursuant to the 2022 Master Agreement and/or any other agreement between a TCC Member and Ellucian, the rights to utilize the Licensed Software would terminate, and accordingly, the rights of any TCC Member and/or TCC to use any Customizations that are derivative works of the Licensed Software, in whole or in part, will terminate.

(b) Ownership of Work Product. Without limitation or prejudice to: (i) TCC Member's rights under this Professional Services Agreement; and (ii) Ellucian's rights, including without limitation Ellucian's exclusive ownership right in and to derivative works of the Licensed Software, and except to the extent that any of the same constitute derivative works incorporating property of any other third party, Ellucian, for itself and others as it deems appropriate, will have all ownership rights in all Customizations, whether completed or partially completed, and all documents and other work product developed under or pursuant to the provision of the Professional Services, whether completed or partially completed.

7. Cancellation of Scheduled Professional Services. The parties agree that once a TCC Member and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and the TCC Member will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If the TCC Member desires to cancel or postpone scheduled Professional Services, the TCC Member must provide Ellucian with notice of such cancellation or postponement (a "Services Cancellation Notice"). For the purposes of this Section, Services Cancellation Notices must be provided by sending an email to: services@ellucian.com. When cancelling scheduled Professional Services, Client will be subject to the following cancellation fees:

(a) If Ellucian receives the Services Cancellation Notice more than thirty (30) calendar days prior to the date on which Professional Services are scheduled to commence, Client will not be assessed a services cancellation fee;

(b) If Ellucian receives the Services Cancellation Notice less than thirty-one (31) calendar days, but more than fourteen (14) calendar days, prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to fifty percent (50%) of the total anticipated fee for the scheduled Professional Services; and

(c) If Ellucian receives the Services Cancellation Notice less than fifteen (15) calendar days prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to one hundred percent (100%) of the total anticipated fee for the scheduled Professional Services.

In addition to cancellation fees due under this Section, Client will be assessed the full amount of any airline- or hotel-imposed cancellation charges associated with previously purchased non-refundable fares or reservations (as applicable) incurred by Ellucian as a result of the cancellation. For the avoidance of doubt, the cancellation fee payable for cancellation or postponement of scheduled Professional Services does not include fees payable for Professional Services which (i) have not been scheduled between the parties; (ii) have already been completed; or (iii) are not subject to the cancellation or postponement notice from Client (i.e., Client is not cancelling or postponing such other services).

Notwithstanding the foregoing, no services cancellation fees will be assessed by Ellucian if Client's cancellation or postponement was necessitated by circumstances beyond Client's reasonable control, including Force Majeure Events.

EXHIBIT C

MEMBERSHIP IN THE TEXAS CONNECTION CONSORTIUM

In order for a State of Texas Higher Education Institution ("Institution") to participate in the benefits of the 2022 Master Agreement, the Institution must be an Institution of Higher Education as defined by *Texas Education Code* Section 61.003. Each Institution must have a valid inter-agency agreement with TAMU-CC acting in its capacity as Contract Administrator and agree to the terms and conditions of the 2022 Master Agreement between Ellucian and TAMU-CC. Each Institution must be a member of the TCC, defined as a TCC Member under the 2022 Master Agreement and pay the TCC membership fees to join the TCC. The membership fee for new members is 5% of the Ellucian Proprietary Software license fees actually charged to a TCC Member upon an initial purchase under the 2022 Master Agreement. The membership fee is a one-time fee that must be paid to TCC in order to obtain the group pricing purchase of products and services from Ellucian.

Current Benefits (that is, benefits as of Effective Date) Include:

Discount of 40% off of the then-current List Price for perpetual licenses to Ellucian Proprietary Software, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure. The Ellucian Proprietary portions of Software listed as "Ellucian Proprietary Software that contains Third Party Software" are also discounted 40%, provided that as stated in Exhibit E and the body of the 2022 Master Agreement the discount does not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software. See limitation provided for in Exhibit E.

Discount of 20% off of Ellucian Proprietary Software licensed under a Term License, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure.

Discount of 20% off Cloud Software listed in Section 5 of Attachment D1; the annual fees payable for such Cloud Software will increase annually by an amount not to exceed 103% of the annual fees payable for such Cloud Software in the immediately preceding (full) Contract Year. The three percent (3%) cap on escalation of annual fees payable for Cloud Software will apply during any committed term for renewal of Ellucian proprietary Cloud Software (i.e., annual fees for such Cloud Software will be based upon a three percent (3%) increase over the amount payable for the immediately preceding (full) Contract Year) during the renewal period provided such renewal is memorialized in a written Order Form extending the Term.

Discounted Maintenance based upon the discounted Ellucian Proprietary product license fees.

Third party products can be purchased at the same time at competitive prices to complete administrative systems.

Software Support Services annual escalation based upon a formula of 103% of the immediately preceding Contract Year's Software Support Services amounts for the same Software except that fees for Software Support Services for Third Party Software may increase by up to 107% of the immediately preceding Contract Year's Software Support Services fee. NOTE – Fees will additionally be increased for any Software licensed on a user, "seat" or other pricing metric, if the number of users, "seats" or other licensing metric increases (e.g., Oracle database products).

Discount of 10% on Professional Service fees from standard Ellucian List Price hourly rates.

Delivers Texas specific software modules to members for Banner® to enhance the Ellucian Baseline Software.

Maintains and updates Texas specific software for Banner that enhances the Baseline Software for new

software releases or changes in requirements.

Modifies Ellucian Proprietary Software to help TCC Members to comply with reporting requirements of the Texas Higher Education Coordinating Board.

Develops state and federal regulatory reports for TCC Members as appropriate.

Maintains and updates reporting and regulatory functions in Ellucian Proprietary Software to incorporate new requirements and Licensed Software releases.

Additional TCC Center staff is added based on sales to new members or additional software sales to existing members with no additional cost to TCC Members.

Contract issues are handled by the Contract Administrator and reported to the TCC advisory board.

An annual billing is provided by Contract Administrator for Maintenance and the Contract Administrator resolves billing issues with Ellucian for the TCC Member relating to Order Forms and other provisions of the 2022 Master Agreement.

ATTACHMENT C1

TCC Members

Below is a listing of TCC Members, current as of the Effective Date.

TCC will have the right, from time to time and only on a prospective basis, to add TCC Member(s) to Attachment C1 by notifying Ellucian of the intent to change the list of TCC Members; Ellucian will work with TCC to update this Attachment C1 in response to such notice from TCC. TCC will have also the right, from time to time and only on a prospective basis, to delete TCC Member(s) from Attachment C1 in any instance in which the applicable TCC Member(s) has/have given notice to TCC and Ellucian of such TCC Member(s)' intent to drop Software Support Services for all Ellucian Software licensed under this Agreement or any prior master terms and conditions agreement between TCC (including the TCC Members) and Ellucian. Following Ellucian's receipt of the notice contemplated above, the withdrawing TCC Member(s) shall continue as participating member(s) only until the earlier of (a) such time as Ellucian and TCC, working together, execute a written agreement or exchange emails confirming the removal of the withdrawing TCC Member(s) and providing for insertion of an updated Attachment C1 that will supersede this Attachment C1 or (b) such time as the TCC Member has cancelled all Software licensed under all of its Order Forms. Once the updated Attachment C1 has been given effect by Ellucian and the TCC Member has cancelled all Software licensed under all of its Order Forms, whichever occurs first, such withdrawing TCC Member(s) shall thereafter have no further right to purchase Software or services under this 2022 Master Agreement. The withdrawing TCC Member(s) shall remain liable for payment of Software Support Services fees as provided in Section 2(c) of Exhibit A and Section 5 of Exhibit F.

1 Alamo Community College District
2 Angelo State University
3 Blinn College
4 Collin College
5 El Paso Community College
6 Lamar Institute of Technology
7 Lamar State College – Orange
8 Lamar State College – Port Arthur
9 Lamar University – Beaumont
10 Laredo Community College
11 Midwestern State University
12 Prairie View A&M University
13 Sam Houston State University
14 San Jacinto Community College District
15 South Texas College
16 Stephen F. Austin State University
17 Sul Ross State University
18 Tarleton State University
19 Texas A&M Health Science Center
20 Texas A&M International University
21 Texas A&M University
22 Texas A&M University – Central Texas
23 Texas A&M University – Commerce
24 Texas A&M University – Corpus Christi
25 Texas A&M University – Kingsville
26 Texas A&M University – San Antonio
27 Texas A&M University – Texarkana
28 Texas Southern University
29 Texas State University – San Marcos
30 Texas State University System Office
31 Texas Tech University System
32 Texas Tech University
33 Texas Tech University Health Science Center
34 Texas Tech University Health Science Center – El Paso
35 Tyler Junior College
36 University of Houston (Downtown)
37 University of Texas – El Paso
38 University of Texas – Rio Grande Valley
39 University of Texas – San Antonio
40 University of Texas Southwestern Medical Center - Dallas
41 Victoria College
42 Wharton County Junior College
43 Texas A&M System Office
44 Texas Division of Emergency Management

EXHIBIT D

AVAILABLE SOFTWARE FOR TCC MEMBERS

A listing of Available Software, current as of the Effective Date, is included on Attachment D1 of this Exhibit D. If a TCC Member desires to license Software that is not listed in Attachment D1, including Ellucian proprietary products and third party products, the TCC Member may propose insertion of the Software into the Available Software Products List. Alternatively, a TCC Member may enter into a direct contract with Ellucian for licensing of such Software that is not included on Attachment D1, in which event the transaction will be between the individual TCC Member and Ellucian and will not be subject to the terms of the 2022 Master Agreement.

Ellucian will have the right, from time to time and only on a prospective basis, to (i) delete Software from Attachment D1 in any instance in which Ellucian stops granting licenses for the Software in question; (ii) add Software to Attachment D1 in any instance in which Ellucian becomes able to grant licenses for the new Software; (iii) change the category in which specific Software appear on Attachment D1; and (iv) change the name of Software made available for licensing to TCC and the TCC Members. For example, a particular Software may be moved from Section 3: "Certain Third Party Software" to Section 2: "Ellucian Proprietary Software that contain Third Party Software." Similarly, Ellucian reserves the right to update the names of licensed Software, as with the example of Ellucian CRM Recruit, which was formerly known as Ellucian Recruiter. In each such instance of a change to the Available Software List (Attachment D1) under (i) – (iv) above, Ellucian shall promptly notify Contract Administrator of the change. For the avoidance of doubt, unless otherwise agreed by the parties in writing, orders for Software will continue to be governed by the applicable terms as of the date of the order even if changes are made for future orders.

ATTACHMENT D1
(as of September 1, 2022)

AVAILABLE SOFTWARE PRODUCTS

Section 1: Ellucian Proprietary Software
Section 2: Ellucian Proprietary Software that contains Third Party Software
Section 3: Third Party Software
Section 4: Ellucian Proprietary Software - Annually Licensed Software
Section 5: Ellucian Cloud Software

• - **NOTE: Pricing for certain products offered under the 2022 Master Agreement is based upon licensing metrics such as Enrollment, FTE, users, reports, seats, or other unit of measure (quantity-based) terms, and such licensing metrics will be identified in the applicable Order Form. Additional fees will apply for any such Software if the TCC Member exceeds the contracted quantity for such Enrollment, FTE, users, reports, seats, or other unit-of-measure. Ellucian will invoice TCC directly for overages and payment shall be made in accordance with the 2022 Master Agreement.**

SECTION 1: ELLUCIAN PROPRIETARY SOFTWARE

Discount of 40% off of the then-current List Price for perpetual licenses to Ellucian Proprietary Software, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 1 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner Student (includes EDI)
Banner Student Self-Service
Banner Faculty and Advisor Self-Service
Banner Financial Aid (note: this product requires FM Needs Analysis)
Banner Finance
Banner Finance Self-Service
Banner Human Resources
Banner Employee Self-Service
Banner Workflow
Banner Document Management Integration Component
Degree Works•
Degree Works Transfer Equivalency
Banner Data Defense Proprietary Code (note: this product is available only if TCC Member has licensed the required Oracle components separately) ‡
Banner Operational Data Store (ODS)
Banner Integration for eProcurement
Thomson Reuters International Tax Navigator Interface for Banner ‡
Ellucian's International Student and Scholar Management (ISSM) ‡
Ellucian's International Student and Scholar Management (ISSM) Multi-campus surcharge ‡
Ellucian's International Scholar Dossier ‡
Banner Document Retention (Note: Requires Banner Document Management and that either ApplicationXtender Web Services or ApplicationXtender Package be licensed)

SECTION 2: ELLUCIAN PROPRIETARY SOFTWARE THAT CONTAINS THIRD PARTY SOFTWARE

Discount of 40% off of the then-current List Price for the Ellucian Proprietary portions of Software listed as "Ellucian Proprietary Software that contains Third Party Software" based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure; the discount does not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 2 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner ePrint - Site License on a single server
Campus Receivables Collector

Ellucian CRM
Ellucian CRM Additional Server (License provides Ellucian and Microsoft licensing for a client to use an additional CRM Production or Non-Production server with Ellucian CRM Recruit and/or Ellucian CRM Advise) ‡

SECTION 3: THIRD PARTY SOFTWARE

TCC Members can purchase the following Third Party Software from Ellucian on an Order Form through this 2022 Master Agreement. The software discount used for Ellucian Proprietary Software does not apply to these Third Party solutions. Ellucian would negotiate with the respective TCC Member on the purchase price for the following Third Party software, services, and maintenance. Third Party Software products listed in Exhibit D, Attachment D1 include integration between Ellucian and the applicable third party product in order to (i) maintain compatibility or (ii) provide customization to work with Ellucian Proprietary Software. When licensed from Ellucian, Ellucian provides first tier support for the Third Party Software listed in this Attachment D1. Except for those products indicated by ‡ below, the products shown in this Section 3 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Automic Applications Manager (formerly known as Banner Enterprise Job Scheduler by UC4) •
Automic Applications Manager (SaaS) ‡
Automic Applications Manager (Term License)

Ellucian Chat (SaaS)
Ellucian Chat for CRM Solutions ‡

Ellucian Gift Matching 360 MatchPro for CRM Advance (SaaS)
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $100k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $500k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $1M Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – $1M+ Matching Gift Revenue ‡

Ellucian CRM Users (as applicable for Ellucian CRM Recruit, Ellucian CRM Advise, and/or Ellucian CRM Advance) (SaaS) •
Ellucian CRM Users (note: Recruit requires minimum of 6 Premium users) ‡
Ellucian CRM Premium Named User ‡
Ellucian CRM Standard Named User ‡
Ellucian CRM Lite (Light) Named User (not applicable for Ellucian CRM Advance) ‡
Team Member User ‡
Sales User ‡
Ellucian CRM Recruit SaaS Limited Group Device License – 10 Standard Users ‡

Ellucian Housing by Adirondack Solutions (SaaS) •
Ellucian Housing by Adirondack Solutions ‡
Ellucian Parking by Adirondack Solutions ‡

Ellucian Talent Management by NEOED (SaaS) •
Ellucian Talent Management Recruit and Onboard
Ellucian Talent Management Develop
Ellucian Talent Management eForms
Ellucian Talent Management Single Sign-On
Ellucian Talent Management Position Control – Flat File
Ellucian Talent Management New Hire Integration – Flat File
Ellucian Talent Management Class Spec – Flat File (FTP)
Ellucian Talent Management Employee Import
Ellucian Talent Management Course Management Integration
Ellucian Talent Management Course File Integration
Ellucian Talent Management Video Integration

Ellucian Travel and Expense Management Powered by Chrome River (SaaS) •
Ellucian Travel and Expense Management Powered by Chrome River – Expense Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Unlimited Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Folio Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Folio Reports ‡

EMC (Perpetual)
Banner Document Management•
Banner Document Management Enterprise License
Banner Document Management Standard License
Banner Document Management Enterprise License Uplift
ApplicationXtender Package•
ApplicationXtender Package 5 - 24 CC Users
ApplicationXtender Package 25-99 CC Users

ApplicationXtender Package 100 - 249 CC Users
ApplicationXtender Package 250 - 499 CC Users
ApplicationXtender Package 500+ CC Users
ApplicationXtender Test Package
ApplicationXtender Image Enhancer (Pegasus ScanFix)
ApplicationXtender Capture
ApplicationXtender Capture Package (formerly QuickScan Pro)
ApplicationXtender Image Capture (formerly ScanXtender)
ApplicationXtender Reports Management
ApplicationXtender Reports Management Package
Full-Text Indexing and Full Page OCR
ApplicationXtender xPLORE Full Text Server
ApplicationXtender xPLORE Full Text Client
ApplicationXtender OCR Server
ApplicationXtender Connector•
ApplicationXtender Connector - 5 CC User Pack
ApplicationXtender Connector - 25 CC User Pack
ApplicationXtender Connector - 75 CC User Pack
Banner Capture Standard Bundle (Server and Advanced Recognition). Includes Captiva Standard Server, Enterprise Export for EMC ApplicationXtender, Attended Client, Captiva ScanPlus Client [Standard], Reports, Captiva Advanced Recognition – 100,000 PPY, Captiva Invoice Capture
ScanPlus Clients
Attended Clients
Additional Server Volume – 100,000 PPY•
Server Volume + Advanced Recognition Volume – 100,000 PPY•
Standard Development/Test Server
Standard with Advanced Recognition Development/Test Server

ESM (SaaS)
Ellucian Purchase Powered by ESM ‡
Ellucian Supplier Powered by ESM ‡

Evisions Inc.
Argos
FormFusion
IntelleCheck

Five9 (SaaS)
Ellucian Telephony by Five9 100% Recording Subscription ‡
Ellucian Telephony by Five9 Administrator Subscription ‡
Ellucian Telephony by Five9 Geographic Redundancy Option Subscription ‡
Ellucian Telephony by Five9 Plus Adapter for Microsoft Dynamics CRM ‡
Ellucian Telephony by Five9 SIP Inbound Subscription Flat Rate ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (Five9 Backup) ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (No Backup) ‡
Ellucian Telephony by Five9 Supervisor Plus Subscription ‡
Ellucian Telephony by Five9 Supervisor Subscription ‡
Ellucian Telephony by Five9 VCC Agent Seat - Blended (Inbound & Outbound) ‡

Ellucian Telephony by Five9 sRTP Subscription ‡

ISE Enterprise Job Scheduler (SaaS)•
Enterprise Schedule
Banner Interface Module

Microsoft CRM (Perpetual)•
On-Premise Ellucian CRM Premium Named User ‡
On-Premise Ellucian CRM Standard Named User ‡
On-Premise Ellucian CRM Lite Named User ‡

Oracle (Perpetual/SaaS)•
Ellucian Banner Data Defense Bundle (Note: Ellucian Banner Data Defense Bundle includes Ellucian Banner Data Defense and Oracle Advanced Security) ‡
Oracle Advanced Security ‡
Oracle Audit Vault and Database Firewall ‡
Oracle Database Connector 3 ‡
Oracle Database Diagnostics Pack ‡
Oracle Database Enterprise Edition
Oracle Database Lifecycle Management Pack ‡
Oracle Database Integrator Enterprise Edition ‡
Oracle Database Standard Edition 2 ‡
Oracle Directory Integration Platform, Oracle Virtual Directory ‡
Oracle iAS Configuration Management Pack ‡
Oracle iAS Diagnostics Pack ‡
Oracle Identity and Access Management Suite ‡
Oracle Identity Manager Connector – Database User Management ‡
Oracle Internet Application Server Enterprise Edition ‡
Oracle Internet Developer Suite ‡
Oracle Identity Manager Connector - IBM Lotus Notes/Domino ‡
Oracle Management Pack for Identity Management ‡
Oracle Identity Manager Connector - Novell e-Directory ‡
Oracle Partitioning Option ‡
Oracle Programmer ‡
Oracle Real Application Clusters ‡
Oracle Tuning Pack ‡
Oracle WebLogic Server Management Pack Enterprise Edition ‡
Oracle WebLogic Suite ‡

SSD, Inc. (Software Services of Delaware, Inc.) (Perpetual)
Axiom
Axiom Web
OCR for AnyDoc

Bulk Email Sends (SaaS/Annual Licensed)•
Bulk Emails Sends (additional White List Emails) – available for CRM Solutions ‡

Address Cleanses/Address Validation (SaaS/Annual Licensed) •
Address Cleanses (additional Address Cleanses) – available for CRM Solutions ‡
Address Validation Global for CRM Solutions – Block(s) of 10,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 50,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 100,000 ‡
Address Validation US and Canada for CRM Solutions – Block(s) of 100,000 ‡

TouchNet (SaaS)
Ellucian Payment Center (without Merchant Services) ‡
Ellucian Payment Center w/EMV Client (with Merchant Services) ‡
Ellucian Payment Center w/EMV Client (without Merchant Services) ‡
Ellucian OneCard VIP by TouchNet ‡
Limited Ellucian Payment Center by TouchNet for Recruit – With Transaction Services ‡
Limited Ellucian Payment Center by TouchNet for Recruit – Without Transaction Services ‡

SECTION 4: ELLUCIAN PROPRIETARY SOFTWARE - ANNUALLY LICENSED SOFTWARE

The following Ellucian Proprietary Software are annually licensed products. The Software discount does not apply to annually licensed products. Ellucian will provide software discounts only as outlined in the notes below (if any). Except for those products indicated by ‡ below, the products shown in this Section 4 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

FM Needs Analysis
FM Need Analysis [1]

[1] No Software discount will be applied to FM Need Analysis and, in addition, the maintenance level for FM Need Analysis must match the maintenance level for the Banner Financial Aid Software.

SECTION 5: ELLUCIAN CLOUD SOFTWARE

Except as noted below, discount of 20% off Cloud Software listed in Section 5. See limitations provided for in Exhibit E. Products shown in this Section 5 are **not** available for Managed Cloud Services (hosting).

Banner SaaS •
Banner SaaS ERP Enterprise (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition, Workflow Enterprise, Analytics Starter Pack, Intelligent Learning Platform)
Banner SaaS Enterprise – Student and Finance
Banner SaaS Enterprise – Student and HR
Banner SaaS Enterprise – Student only
Banner SaaS ERP Essentials (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition)
Banner SaaS Essentials – Student and Finance
Banner SaaS Essentials – Student and HR

Banner SaaS Essentials – Student Only
Banner SaaS – Additional Non-Production Environment

Ellucian Analytics
Ellucian Analytics
Ellucian Analytics – CRM
Ellucian Ethos Data Access
Ellucian Ethos Data Access – Outbound Service
Ellucian Ethos Data Access – Additional Storage
Ellucian Analytics – Designer User (named user)•
Ellucian Analytics – Viewer User (named user)•
Ethos Integration Add-On Tenant

Ellucian CRM Advance
Ellucian CRM Advance
Ellucian CRM Advance Enterprise
Ellucian CRM Advance Enterprise Dedicated Cloud Environment
Ellucian CRM Advance Dedicated Database Cluster
Ellucian CRM Advance Database Backup Support
Ellucian CRM Advance Additional Organization
Ellucian CRM Advance Additional Non-Production Environment

Ellucian CRM Advise
Ellucian CRM Advise (CRM Ellucian CRM Advise subscription provides access to Ellucian CRM Advise in a cloud environment via two (2) CRM servers for Production and Non-Production and one (1) Asynchronous. 50 (Tiers 1-6), 100 (Tiers 7-10), 150 (Tiers 11-14), or 200 (Tiers 15-22) GBs of storage, data integration & synchronization with Banner, and Blackboard or Moodle Learning Management System, patches, and upgrades)
Ellucian CRM Advise Additional Non-Production Environment
Ellucian CRM Advise Database Backup Support

Ellucian CRM Recruit
Ellucian CRM Recruit (SaaS) (includes 250,000 white list emails; 100,000 address cleanses)•
Ellucian CRM Recruit Additional Constituency (annual subscription)
Ellucian CRM Recruit Additional Organization, Non-Production Only
Ellucian CRM Recruit Additional Web Front End
Ellucian CRM Recruit Additional Non-Production Environment
Ellucian CRM Recruit Database Backup Support

Ellucian CRM Users•
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User

Ellucian Elevate
Ellucian Elevate Essentials

Ellucian Elevate CE/WFD Pro
Ellucian Elevate CE/WFD Pro Plus
Ellucian Elevate Enterprise Edition
Use Your Own Merchant Account (with Elevate) [2]
Tracked Transaction SaaS Annual Subscription (includes 2,500 student program registrations)•
Additional Program Registration (once client goes over contracted registrations)•
Ellucian Elevate Additional Non-Production Environment
Ellucian Elevate Additional Production Environment
Additional Prepaid Registrations (for Essential, CE/WFD Pro, CE/WFD Pro Plus, Enterprise)

[2] The fee associated with this is not discountable.

Ellucian Experience •[3]
Ellucian Experience Foundation
Ellucian Experience Pro
Ellucian Experience Premium

[3] Ellucian offers separate pricing for a 3-year and a 5-year committed term.

Ellucian Intelligent Learning Platform •
Ellucian Intelligent Learning Platform inclusive of LMS connection to one of the following providers: Blackboard, Moodle, Canvas, or D2L
Additional LMS connections available for separate fees

Ellucian Workflow•
Ellucian Workflow Enterprise
Ellucian Workflow Enterprise – Additional Non-Production Environment

EXHIBIT E

FINANCIAL TERMS AND CONDITIONS; FEES AND RATES FOR TCC MEMBERS

1. DISCOUNTS FOR SOFTWARE LICENSED PURSUANT TO THE 2022 MASTER AGREEMENT:

During the Term of the 2022 Master Agreement, TCC Members can license Software pursuant to the 2022 Master Agreement for the following discounts, based on the section where the applicable Software product is listed on Attachment D1. For the avoidance of doubt, the discount(s) discussed in this Exhibit E do not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software for which a TCC Member is obtaining a right of use – that is, the TCC Member must additionally acquire such third party technologies (either from Ellucian, if Ellucian is a licensor therefor, or directly from the third party provider thereof), and such third party technologies are not provided with, and are not subject to, the discount(s) provided for in this Exhibit E.

Section A: Ellucian Proprietary Software – Perpetual Licenses/Term Licenses

TCC Members can license perpetual licenses for Ellucian Proprietary Software at a license fee equal to 60% of Ellucian's then-current List Price license fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. TCC Members can license Term Licenses for available Ellucian Proprietary Software at a license fee equal to 80% of Ellucian's then-current List Price Term License fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. Such List Price license fee, discounted as provided for herein, will be known as the "TCC Standard License Fee."

At its sole direction, and without any obligation to do so, Ellucian can provide a TCC Member with a license fee discount for an Ellucian Proprietary Software in an amount greater than the discount percentage applied to calculate the TCC Standard License Fee ("Increased Discount"). In each such instance, each TCC Member that, at the time in question, has not obtained a license to use the Ellucian Proprietary Software that was subject to the Increase Discount will have ninety (90) calendar days from the date that Ellucian granted the Ellucian Proprietary Software license that was subject to the Increased Discount to process an Order Form for licensure of such Ellucian Proprietary Software subject to the Increased Discount ("Matching Discount"). Ellucian will provide a list of the Ellucian Proprietary Software(s) that are subject to the Matching Discount to the Contract Administrator per the respective Order Form. The Contract Administrator will provide notice to the TCC Members via the TCC website (which is maintained by the TCC Leadership Council (discussed in Section 1(c) of Exhibit G)) that a Matching Discount is available on certain Ellucian Proprietary Software(s). In no instance will the Matching Discount exceed 50% of Ellucian's then-current List Price for the Ellucian Proprietary Software in question; however, and without any obligation to do so, the Matching Discount will not preclude Ellucian from offering special promotional pricing for a specific, limited period of time ("Promotional Pricing") to the TCC Members for specific Ellucian Proprietary Software(s) (each a "Promotional Pricing Software"). By way of example and not limitation, Ellucian has in the past offered Promotional Pricing for certain Ellucian Proprietary Software, for a specific, limited period of time, such as for a period of 30 days. Matching Discounts will not be offered for Promotional Pricing Software outside of the specific, limited period of time during which Ellucian is offering the Promotional Pricing on the Promotional Pricing Software in question.

Section B: Ellucian Proprietary Software that contains Third Party Software

TCC Members can license the Ellucian Proprietary portions of Ellucian Proprietary Software that contains Third Party Software at a license fee equal to 60% of Ellucian's then-current List Price license fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. At its sole discretion, and without any obligation to do so, Ellucian may provide a TCC Member with the Increased Discount and/or Matching Discount for Ellucian Proprietary Software licensed pursuant to this Section B.

Section C: Third Party Software

No standard discount applies to Third Party Software.

Section D: Ellucian Proprietary Software - Annually Licensed Software

No standard discount applies to annually licensed Ellucian Proprietary Software.

Section E: Ellucian Cloud Software

TCC Members can license any Ellucian-proprietary Cloud Software listed on Attachment D1 from Ellucian pursuant to the 2022 Master Agreement at an annual fee equal to 80% of Ellucian's then-current List Price fees for such Cloud Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. For each Contract Year after the initial Contract Year but ending on or before August 31, 2027, the annual fees payable for Ellucian-proprietary Cloud Software will be an amount not to exceed 103% of the annual fees payable for such Ellucian-proprietary Cloud Software in the immediately preceding (full) Contract Year.

2. ELLUCIAN PROPRIETARY SOFTWARE MAINTENANCE FEES:

In each instance, during the Term, the first full Contract Year Maintenance fees for Ellucian Proprietary Software licensed pursuant to the 2022 Master Agreement will be calculated using a percentage (in accordance with Ellucian's then-current general practices) of the greater of: (a) the actual license fee payable for the Ellucian Proprietary Software in question; or (b) 40% of Ellucian's then-current List Price license fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question.

3. THIRD PARTY SOFTWARE MAINTENANCE FEES:

Nothing herein shall diminish the right of any TCC Member to obtain Maintenance on Third Party Software from other available sources after the expiration of the 2022 Master Agreement.

As of the Effective Date of the 2022 Master Agreement, Ellucian's general practice for most Third Party Software products is that the first full Contract Year Maintenance fees for Third Party Software is calculated between 20% and 22% of the greater of: (a) the actual license fee payable for the Third Party Software in question; or (b) the then-current List Price license fee for such Third Party Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. There are some Third Party Software products that are excluded from the general practice. However, it is understood that Ellucian has limited control over the pricing for non-Ellucian Proprietary Software, and the accompanying Maintenance therefor, and accordingly, absent any written agreement to the contrary between Ellucian and the applicable Third Party Software vendor in any instance, Ellucian cannot guarantee initial Contract Year Maintenance fees for any Third Party Software or a discount therefor, over any particular period of time. Ellucian will promptly notify the TCC Member of any changes in List Prices for Third Party Software in each instance. In each instance, for each Contract Year after the first full Contract Year but during the Term, the annual Maintenance fee payable to Ellucian for the Ellucian Proprietary Software in question will be subject to the annual Maintenance escalation provided for below in this Exhibit E. The Third Party Software contractual obligations for Maintenance under this contract are between Ellucian, the third party vendor, and the TCC Member.

4. OPTIONAL MAINTENANCE UPGRADE FEES:

Upon approval by Ellucian, TCC Members shall have the option to upgrade from the Advantage Maintenance Level (as described in Attachment A1) provided for particular Baseline Software under the Maintenance Agreement, to

an “Advantage Plus” level as specified in Attachment A2 (“Optional Maintenance Upgrade”). For the avoidance of doubt, the Optional Maintenance Upgrade shall be available to both current TCC Members as of the Effective Date of this Agreement, as well as new TCC Members who join subsequent to the Effective Date of the 2022 Master Agreement. NOTE – the Optional Maintenance Upgrade is not available for all Baseline Software.

The fee for any Optional Maintenance Upgrade shall be calculated based upon the difference between the Advantage Maintenance Fees as set forth above in Section 2 of this Exhibit E, and the then-current pricing made available for substantially similar upgraded levels of Maintenance delivered by Ellucian to higher education institutions having an Enrollment comparable to that of the TCC Member in question (“Optional Maintenance Upgrade Fee”). Optional Maintenance Upgrade Fees shall be subject to the Maintenance escalation provisions set forth below in this Exhibit E. However, Optional Maintenance Upgrade Fees shall be excluded from any amounts retained by the TCC under this Agreement and shall pass through directly to Ellucian. Ellucian will invoice TCC Member for any fees associated with a TCC Member’s exercise of the Optional Maintenance Upgrade.

After an Optional Maintenance Upgrade, TCC Members shall have the right to return to the Advantage Maintenance Level provided for a particular Baseline Software under the Maintenance Agreement (“Optional Maintenance Downgrade”). In order to exercise an Optional Maintenance Downgrade, the TCC Member must provide written notice to Contract Administrator on or before May 31 in any given Contract Year, who in turn must provide immediate written notice to Ellucian that the TCC Member is exercising the right to an Optional Maintenance Downgrade. Upon exercising an Optional Maintenance Downgrade, a TCC Member will be obligated to pay Maintenance fees at the now canceled Optional Maintenance Upgrade level for the remainder of the Contract Year in which such written notice was provided (and thereafter shall pay at the Advantage Maintenance Level for the remainder of the committed term applicable to such Maintenance).

5. MAINTENANCE FEE ESCALATION:

Beginning with the initial Contract Year, in each instance during the Term, for each Contract Year after the initial Contract Year but ending on or before August 31, 2027, the annual Maintenance fee payable to Ellucian for the Ellucian Proprietary Software in question will be an amount not to exceed 103% of the Maintenance fee payable for such Ellucian Proprietary Software in the immediately preceding full Contract Year.

6. MAINTENANCE FEE DUE DATES:

All Partial Year Maintenance fees will be payable upon invoice, with the applicable Maintenance fee amount to be prorated to reflect the percentage of the then-current Contract Year remaining at the time that the Software in question was licensed. For annualized bills for the next Contract Year, Ellucian will provide a spreadsheet to Contract Administrator by July 15 for all the TCC Members’ Maintenance fees applicable to all Software licensed by May 31 of that Contract Year, and additional Maintenance fees for any Software licensed in the remaining months of June, July, or August of that Contract Year in advance of the next Contract Year ("Contract Year-End Licenses") will be invoiced separately from the annual invoice, as soon as reasonably practical after August 31 of the Contract Year in which Ellucian granted such Contract Year-End Licenses. Such Partial Year Maintenance amounts will be payable by Contract Administrator in accordance with Section 6(a) of the 2022 Master Agreement.

7. PROFESSIONAL SERVICES:

For the period from the Effective Date through the end of the Term of the 2022 Master Agreement, Ellucian will provide hourly Professional Services on a time and materials basis at rates equal to 90% of Ellucian’s List Price for the Professional Services in question (as such List Prices are shown in Section 2(c) of Exhibit B). Ellucian will invoice TCC Members on a monthly basis as such Professional Services are rendered for TCC Members in the manner described in their Order Forms. Ellucian shall also offer the TCC Members any discounts generally available for blocks of Committed Services, as may then be provided for in Ellucian's List Prices. Ellucian shall also offer the TCC Members any special or promotional discounts generally available to all Ellucian clients on a prospective basis.

In each instance, subject to the availability of Ellucian personnel to provide such blocks of Committed Services, at a TCC Member's written request pursuant to an Order Form ("Committed Service Notification"), Ellucian will provide the TCC Member with any requested block of Committed Services in accordance with the terms and conditions of the Professional Services Agreement, and at the associated rates therefor within the applicable time period (each a "Time Period") specified in Ellucian's then-current List Price book. In each instance, as long as Ellucian is ready, willing and able to provide any requested blocks of Committed Services within the Time Period specified, if the TCC Member in question does not utilize the entire block of Committed Services within that Time Period, the TCC Member shall remain liable to pay Ellucian the total fees for such block of Committed Services, and Ellucian shall have no obligation to provide any unused Committed Services upon the expiration of that Time Period. The TCC Member will remit payment for 100% of such block of Committed Services within thirty (30) days from the date of receipt of an invoice therefor in accordance with Chapter 2251, *Texas Government Code*.

8. TCC CENTER SERVICES:

During the Term of the 2022 Master Agreement, the Contract Administrator, on behalf of the TCC Members and TCC, will pay Ellucian an annual fee, which: (a) is set forth in Attachment G1; and (b) which fee per FTA, for each subsequent Staffing FTA Year, will be an amount not to exceed one hundred two percent (102%) of the annual fee per FTA payable by the Contract Administrator for the immediately preceding Staffing FTA Year ("Annual Escalation").

The number of FTAs is set forth in Exhibit G.

Contract Administrator will pay Ellucian the applicable FTA fees in equal quarterly installments, with one (1) such quarterly installment to be paid to Ellucian by not later than the first day of June, September, December, and March, respectively, of each Staffing FTA Year during the Term.

Ellucian and the TCC advisory board will continue to evaluate the effectiveness of the TCC Center on a quarterly basis and, upon mutual agreement in each instance, adjust the FTA levels as reasonably required to address the requirements of the TCC Members as set forth in the definition of "TCC Center" in the 2022 Master Agreement and in Exhibit G. The fees identified in Exhibit G with respect to Aggregate US-Based and Off-Shore FTA Resources will remain in effect for the Term unless the parties agree to adjust the number of Aggregate US-Based and Off-Shore FTA resources on no less than ninety (90) days' notice and conditioned upon full execution of an amendment detailing the changed Aggregate US-Based and Off-Shore FTA resources and the reduction in fees.

ATTACHMENT E1

CERTAIN ADMINISTRATIVE PROCEDURES AND ADMINISTRATIVE FEES CHARGED TO TCC MEMBERS

1. By means of a separate agreement, the TCC Members shall form an advisory board (the "TCC advisory board") that will perform certain strategic functions in connection with the administration of the 2022 Master Agreement, including, among others, contract administration, fiscal management, planning, and prioritization of conflicting task requests submitted to the TCC Center. All requests from a TCC Member for specific Centralized Support Services shall be made to the TCC Center. The TCC Center will recommend the request(s) for prioritization by the TCC advisory board and communicated by the TCC Leadership Council after approval by the TCC advisory board. The TCC advisory board will prioritize specific task requests and mediate any conflicts between or among the TCC Members with respect to utilization of the TCC Center. The TCC advisory board shall have the function to resolve disputes on behalf of any TCC Member regarding the TCC program that are not resolved by the Contract Administrator, and each TCC Member will accept the decisions of the TCC advisory board to the extent such decisions may affect TCC Members interests in the program.

2. TCC Members must provide Contract Administrator written notice of any dispute on an invoice it receives from Contract Administrator within ten (10) days of receipt of the invoice. Contract Administrator shall resolve this dispute or forward to Ellucian for resolution in accordance with Chapter 2251, Texas Government Code.

3. TCC Members will remit payment for Maintenance and other administrative fees to Contract Administrator on an annual basis, in the amounts otherwise provided for in the 2022 Master Agreement. Such administrative fees are based upon total annual Maintenance paid by TCC Members. In those cases where a TCC Member is delinquent in remitting payment by greater than 60 calendar days past due, the TCC Member may be subject to being denied access to TCC Center services until past due balances are resolved. Contract Administrator will notify the TCC Center Director of any TCC Member that should be denied services.

4. Contract Administrator shall forward to Ellucian all payments based on Ellucian's invoices, after it receives payment from TCC Members. TCC Members shall remit payment to Contract Administrator by not later than thirty (30) calendar days after the date the TCC Member received the interagency transfer voucher or invoice from Contract Administrator. Late payments shall be subject to an additional charge to be determined by statute, except for those amounts properly disputed under Chapter 2251, Texas Government Code.

5. Payment for the TCC Center for Centralized Support Services provided by Ellucian shall be made from the portion of annual Maintenance that is retained by TCC. Payment for the first quarter of such services shall be made by September 1, 2022. Such fees are subject to the annual escalation amounts otherwise provided for in the 2022 Master Agreement. Contract Administrator shall forward to Ellucian payments for the Centralized Support Services as shown in Exhibit E.

6. Hourly Professional Services shall be at rates equal to 90% of Ellucian's List Price for the Professional Services in question. The 2022 Master Agreement requires the payment of other expenses, including travel expenses, as may be incurred by Ellucian on behalf of a TCC Member during the term of the 2022 Master Agreement. Implementation and support fees and other expenses shall be paid directly to Ellucian by each participating TCC Member upon receiving an invoice from Ellucian.

7. As consideration for the services performed for TCC Members by Contract Administrator, Contract Administrator shall charge an administrative fee negotiated with the TCC advisory board and calculated to recover its costs as specified in the Interagency Contract and the 2022 Master Agreement. Recognizing that Contract Administrator must recover direct and overhead cost associated with the management of the 2022 Master Agreement, the mechanism for recovery is established through the inter-agency agreement discussed in Exhibit C and represents 2.75% of the annual Maintenance fees billed to the TCC Members, or 2% of the annual fee paid for Cloud Software. Contract Administrator administrative services will escalate each

Contract Year not to exceed 103% of the prior Contract Year's fee. Amounts collected for administrative expenses from TCC Members that is in excess of the fee paid to Contract Administrator shall be expended under the advice of the TCC advisory board. The TCC advisory board shall ensure that all such sums are expended only for legitimate public purposes in conjunction with the TCC program for the benefit of the TCC Members. Consistent with Exhibit C hereto, the TCC advisory board will charge a one-time fee to all newly joining TCC Members utilizing the 2022 Master Agreement, which one-time fee will be due and payable by the TCC Members directly to Contract Administrator. This fee will be calculated based on 5% of the fee paid to Contract Administrator by the TCC Members for participating in the 2022 Master Agreement.

8. The TCC Members acknowledge that the discounts and other benefits available to them under the 2022 Master Agreement depend upon the continued participation of each TCC Member in the TCC program. The TCC Members also acknowledge that Contract Administrator and other TCC Members are relying upon the representations and the continued participation of each TCC Member and would not have entered into agreements in connection with the 2022 Master Agreement but for such representations and participation. Moreover, both parties to the 2022 Master Agreement acknowledge that it would be impossible or impractical to calculate the amount of actual damages that would be incurred by Contract Administrator and the TCC as a result of a TCC Member's withdrawal from participation in the program. Accordingly, each TCC Member expressly agrees that in the event it discontinues its participation in the 2022 Master Agreement at any time prior to August 31, 2027, it shall provide notice on or before May 31 of the Contract Year in which the notice is given and pay to Contract Administrator: (i) all Maintenance and related fees assessed for the Contract Year in which notice is given; plus (ii) an amount equal to one (1) additional year's Maintenance and related fees on Software including without limitation Third Party Software, if the 2022 Master Agreement is still in effect, to compensate the remaining TCC Members for the additional financial burden that must be borne by them as a result of the early termination ("Liquidated Damages"). The obligations contained in this paragraph concerning payment of Liquidated Damages shall survive any early termination of the 2022 Master Agreement.

9. Each TCC Member and TCC will formalize their relationship by executing an Interagency Agreement, the terms of which shall be consistent with the 2022 Master Agreement, but detail the communications, payment and other procedures between the parties. The TCC Director will be notified by Contract Administrator if a certain TCC Member has failed to execute an Interagency Agreement. If a TCC Member fails to execute an Interagency Agreement within sixty (60) days of presentation of the agreement to the TCC Member, the TCC Member may be subject to loss of access to the services of the TCC Center.

10. The discontinuance of a TCC Member's participation in the TCC, which includes without limitation, the expiration or termination of an Interagency Agreement, shall not relieve the TCC Member of any continuing contractual obligations owed to Ellucian, and the contractual obligations owed by a TCC Member to Ellucian pursuant to an Order Form shall survive the discontinuance of a TCC Member's participation in the TCC. For the avoidance of doubt, any Liquidated Damages owed by a TCC Member is in addition to, and not in replacement of, any amounts due pursuant to an Order Form.

EXHIBIT F

ELLUCIAN/TAMU-CC ADMINISTRATIVE CONTRACT TERMS AND CONDITIONS

1. ADMINISTRATIVE CONTRACT EXECUTION:

The 2022 Master Agreement between Ellucian and TAMU-CC will require a commitment of administration expenses for TAMU-CC acting in its capacity as Contract Administrator and the TCC. In order to pay the administrative fees charged by Contract Administrator for administration of this 2022 Master Agreement (as detailed in Section 7 of Attachment E1 of this 2022 Master Agreement), the following pricing will be in force for the Term. Fees not paid to Contract Administrator to cover its administrative expenses shall be used by the TCC to provide Professional Services to TCC Members. It is the goal of the TCC to provide an equal level of support to all TCC Members based on the TCC advisory board Policy on Support of certain Platforms/Operating Systems, based on the use of products by the TCC Members.

2. SOFTWARE LICENSE FEE DISCOUNT INVOICED TO TAMU-CC FOR TCC:

Notwithstanding any other term or condition of the 2022 Master Agreement, Ellucian Proprietary Software licensed for on-premise deployment under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 7% discount from the fee payable by the TCC Member licensing such Ellucian Proprietary Software ("TCC Member License Fee"). (For example, Ellucian will invoice TAMU-CC for 93% of the fee payable for such Ellucian Proprietary Software licensed for on-premise deployment based upon the Order Form signed by the purchasing TCC Member.)

Notwithstanding any other term or condition of the 2022 Master Agreement, Ellucian Proprietary Software licensed as a Term License under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 36% discount from the fee payable by the TCC Member licensing such Ellucian Proprietary Software licensed as a Term License ("TCC Member Term License Fee"). (For example, if the TCC Members receive a 40% discount off the List Price for Ellucian Proprietary Software licensed as a Term License, Ellucian will invoice TAMU-CC for 64% of the fee payable for such Ellucian Proprietary Software licenses based upon the Order Form signed by the purchasing TCC Member.)

Notwithstanding any other term or condition of the 2022 Master Agreement, Ellucian Proprietary Cloud Software licensed under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 2% discount from the fee payable by the TCC Member licensing such Ellucian Proprietary Cloud Software ("TCC Member Cloud Software License Fee"). (For example, if the Cloud Software Order Form provides for a TCC Member's payment of $100,000 as the annual fee for Ellucian Proprietary Cloud Software for a given Contract Year, Ellucian will invoice TAMU-CC for $98,000 for such Ellucian Proprietary Cloud Software for the applicable Contract Year.)

Notwithstanding any other term or condition of the 2022 Master Agreement, Third Party Software licensed under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 0.25% discount from the fee payable by the TCC Member licensing such Third Party Software ("TCC Member Third Party Software Fee"). (For example, if the Order Form for Third Party Software provides for a TCC Member's payment of $100,000 as the annual fee for such Third Party Software for a given Contract Year, Ellucian will invoice TAMU-CC for $99,750 for such Third Party Software for the applicable Contract Year.) The 0.25% discount on Third Party Software shall apply prospectively to Third Party Software licensed as Perpetual Software, Cloud Software, and Term Software as well as to Software Support Services for same, as applicable.

Notwithstanding any other term or condition of the 2022 Master Agreement, Banner SaaS Cloud Software licensed under this 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 7% discount from the fee payable by the TCC Member licensing Banner SaaS Cloud Software ("TCC Member Banner SaaS Fee", and collectively with the TCC Member License Fee and TCC Member Term License Fee, the "TCC Member Invoice Fee"). (For example, if the TCC Members receive a 20% discount off Banner SaaS licenses List Price, Ellucian will invoice

TAMU-CC for 93% of the fee payable for such Banner SaaS license based upon the Order Form signed by the purchasing TCC Member).

For Ellucian Proprietary Software licenses purchased by TAMU Affiliates other than TAMU-CC (given that TAMU-CC licenses Software pursuant to the 2022 Master Agreement, and not pursuant to the 2006 TAMU Agreement), and for which payment has been received by Ellucian, Ellucian will provide a payment to TAMU-CC based upon 7% of the price paid by TAMU Affiliates.

3. ELLUCIAN PROPRIETARY SOFTWARE MAINTENANCE FEE TO BE INVOICED TO TAMU-CC ON NEW LICENSE FEES:

Notwithstanding any other term or condition of this 2022 Master Agreement, including Exhibit E, Ellucian will invoice Contract Administrator for the first full Contract Year Maintenance fees based on the following calculation: The greater of: (a) the TCC Member License Fee; or (b) Forty percent (40%) of the List Price license fee; multiplied by: (i) eighteen percent (18%) for most Ellucian Proprietary Software for Advantage level Maintenance, or (ii) twenty percent (20%) for Advantage Plus level Maintenance. With regard to most Third Party-Owned Software products, the amount is typically between twenty and twenty-two percent (20% to 22%) of the List Price license fee or actual license fee paid. NOTE – The percentages used to calculate Maintenance fees as of the Effective Date shall be held firm from the Effective Date through December 31, 2022, after which they are subject to increase. Any such increases shall only apply to Order Forms executed after an applicable increase and shall not retroactively apply to Order Forms with an Effective Date prior to the increase. Ellucian will promptly notify the TCC Member and the Contract Administrator of any changes in the percentage used to calculate Maintenance fees in each instance.

With respect only to the Ellucian Proprietary Software, the Maintenance fees will be divided between Ellucian and TCC as follows: sixty-four percent (64%) of the fees will be invoiced by Ellucian to TAMU-CC as Ellucian's Maintenance fee, and Contract Administrator will retain thirty-six percent (36%) for the benefit of TCC to pay for the TCC Center FTAs and other TCC Center expenses. The 64% will be escalated at 103% and the 36% at 103% the first Contract Year subsequent to the initial invoice (and for each subsequent year through the term applicable to such Maintenance). For avoidance of doubt, any Optional Maintenance Upgrade fees shall be excluded from any amounts retained by the TCC under the 2022 Master Agreement. Ellucian will invoice Contract Administrator for all Optional Maintenance Upgrade fees in addition to Ellucian Maintenance fees. By way of example and not limitation, if Ellucian provided TCC Member "X" with a discount of 50% off on a particular Ellucian Software, and the List Price for that Ellucian Software were $100,000, assuming that Ellucian's policy for the Software in question were to base the first Contract Year Advantage Maintenance Fee on a 18% calculation, then the first full Contract Year Maintenance fee for that Software would be $9,000, or (.18 x $50,000). This first full Contract Year, Maintenance will be prorated based upon the remaining months in the Contract Year and thereafter subject to annual escalation percentages.

For purchases made by TAMU Affiliates under the 2006 TAMU Agreement, Ellucian will invoice TAMU Affiliates directly for Maintenance fees based upon the same calculation as other TCC Members, except Ellucian will retain the 36% of the amount collected from these invoices for the benefit of TCC to pay for the TCC Center FTAs and other expenses, by remittance to Contract Administrator after the TAMU Affiliate pays the invoice. The 36% will be escalated at 103% the first Contract Year subsequent to the initial invoice (and for each subsequent year through the term applicable to such Maintenance). These payments to Contract Administrator may be in the form of credit memos but will not be withheld more than 30 days after payment is received from the TAMU Affiliate. For avoidance of doubt, any Optional Maintenance Upgrade fees paid by TAMU Affiliates under the 2006 TAMU Agreement shall be excluded from any amounts retained by the TCC under the 2022 Master Agreement. Ellucian will invoice TAMU Affiliates direct for all Optional Maintenance Upgrade fees owed by TAMU Affiliates under the 2006 TAMU Agreement in addition to Ellucian Maintenance fees.

4. THIRD PARTY SOFTWARE OBLIGATION OF CONTRACT ADMINISTRATOR AND TCC MEMBERS

Third Party Software are offered under the 2022 Master Agreement for the convenience of the TCC Members. Accordingly, in its position as Contract Administrator (as opposed to instances in which TAMU-CC itself obtains a license for any Third Party Software) under the 2022 Master Agreement, TAMU-CC's obligations with regard to such Third Party Software licensed by a TCC Member will be limited to: (i) placing the order for the Third Party Software; (ii) billing the TCC Member for the Third Party Software; and (iii) remitting to Ellucian the payments that the TCC Member in turn remits to TAMU-CC, as Contract Administrator, for the license and maintenance fees for the Third Party Software. TAMU-CC will be entitled to 0.25% of any fees related to any Third Party Software that Ellucian licenses to any TCC Member after the Effective Date of this 2022 Master Agreement.

This provision will not act to limit in any manner or by any means to relieve the TCC Member in question of its obligation to remit payment of Third Party Software license and maintenance fees, or act to limit in any manner or by any means to limit the right of Ellucian to pursue collection (including instituting legal action to obtain such collection) of Third Party Software license and maintenance fees from the TCC Member in question.

5. MAINTENANCE TERMINATION:

By way of executing a cancellation of maintenance notice, a TCC Member may be relieved of their maintenance obligations (Advantage or Advantage Plus Levels) prior to the end of the 2022 Master Agreement. A TCC Member must continue to pay the Maintenance per the respective Order Form, except that if the TCC Member wants to cancel Maintenance (absent a right to terminate early) on a Baseline Software or Third Party Software identified in the applicable eligible Order Form, the TCC Member must provide written notice to Contract Administrator on or before May 31 in any given Contract Year, and the Contract Administrator must in turn provide immediate written notice to Ellucian that the TCC Member is requesting cancellation of maintenance. If the TCC Member terminates in this manner, then the TCC Member will be obligated to pay the applicable Maintenance through the current Contract Year that notice was received by Ellucian and for the maintenance fees in the subsequent Contract Year. Absent Ellucian's receipt of written notice in accordance with the above, TCC Member's Maintenance payment obligations for the Baseline Software identified in the applicable eligible Order Form will remain in full force and effect in accordance with its terms, and the TCC Member will be obligated to pay the Maintenance fees.

6. NON MEMBER PAYMENTS:

Only TCC Members shall be entitled to license Software, obtain Professional Services and Maintenance under the terms and condition of the 2022 Master Agreement. Additionally, only TCC Members shall be entitled to the services of the TCC Center.

However, in the event that a State of Texas higher education institution, as defined by Texas Education Code 61.003, is denied membership by TAMU-CC and/or the TCC, Ellucian shall be entitled to license Software, provide Professional Services and Maintenance to such non-TCC Member pursuant to a separate written agreement. In any such instance, if the Licensed Software discount given to the non-TCC Member is greater than 40%, then Ellucian, on a prospective basis only (that is, excluding licenses granted prior thereto) will offer the same percentage discount (but in any event, not to exceed fifty percent off of Ellucian's then-current List Price therefor) amount on the same Licensed Software to TCC Members for the next ninety (90) days.

EXHIBIT G

DESCRIPTION OF TCC CENTER SERVICES; STAFFING AND OPERATION

1. STAFFING:

Commencing September 1, 2022 and continuing thereafter through August 31, 2027, Ellucian will staff the TCC Center with eight (8) U.S. based FTA, including a Director of Centralized Support Services (the "TCC Director") and ramp up to an additional maximum funded staff level of three (3) off-shore FTA. The combined TCC Center staff will have the skill sets reasonably necessary to support the activities and Ellucian services and products detailed on this Exhibit G. The fees and terms of payment for the staffing and operation of the TCC Center are set forth in attached Exhibit 1 to Attachment G1, which is incorporated herein by reference. Contract Administrator will be invoiced directly for all Centralized Support Services by Ellucian as otherwise provided for in the 2022 Master Agreement. Unless otherwise agreed in writing before the payment is due, Contract Administrator will pay Ellucian the additional fees on the dates specified in Exhibit 1 to Attachment G1. The amounts provided for herein are payable to Ellucian in addition to, and not in place of, any other fees that TAMU-CC is paying Ellucian for Centralized Support Services and/or any of the amounts that any TCC Members are otherwise obligated to pay to Ellucian under or in connection with the 2016 Master Agreement or (from and after the Effective Date) the 2022 Master Agreement. Additional details about on-demand training are set forth in Attachment G1.

- Strategic Software Lifecycle Planning and Management
- Support Center Operations Management
- Project Management
- Process Development and Management
- Banner General Functional and Technical Development
- Banner Student Functional and Technical Development
- Banner Financial Aid Functional and Technical Development
- Banner Human Resources Functional and Technical Development
- Banner Finance Functional and Technical Development
- TCC Action Line Support
- Support for evolving Ellucian product and services
    - Gap/Impact analysis on new products/services to determine need for TCC support
    - See Operational Work and Prioritization below

a. OPERATIONAL WORK AND PRIORITIZATION

Prioritization of TCC Center operational activities, development work, and support activities will be determined by input from Ellucian, TCC, the TCC advisory board, and the TCC Leadership Council. Work needed to meet state or Federal regulatory commitments will take precedence; provided however, Ellucian reserves the right to allocate resources and prioritize work that aligns with its overall corporate and product objectives. Prioritization of work may require changes in staffing levels in order to meet TCC and/or Ellucian objectives, but levels will stay within the minimum and maximum agreed upon contractual levels. Ellucian will strive to work closely with the TCC when situations arise where objectives may conflict with TCC priorities in order to evolve products and features that will support Ellucian's corporate strategy and benefit all existing and/or potential Ellucian customers.

b. REPORTING STRUCTURE

The TCC Director and TCC Center will be subject to the review of the TCC advisory board. The TCC advisory board must concur on the selection of the TCC Director. Ellucian will remove and replace any FTA upon formal written request of the TCC advisory board, provided that such removal is not in violation of applicable law. The TCC advisory board will assess the TCC Director effectiveness and the TCC Center FTA effectiveness annually and provide a report to Ellucian. Ellucian shall use the report for its personnel matters such as salary and promotions.

c. STRATEGIC GUIDANCE/GOVERNANCE

The TCC Leadership Council exists to facilitate collaboration, communication, dialogue, and direction for the TCC and TCC Members that will result in improved strategic planning and decision-making. The TCC Leadership Council will operate under a formal governance model and charter supported by the TCC advisory board and work with the TCC Director and TCC Center to facilitate meeting TCC and Ellucian objectives. The TCC Leadership Council will be composed of one representative with job responsibilities that include enterprise resource planning from each TCC Member. Each representative will provide a proxy in those instances where the representative cannot meet council obligations.

2. TERM:

Ellucian will staff the TCC Center for the Term of the 2022 Master Agreement.

3. QUARTERLY EVALUATION:

The staffing level of the TCC Center will be evaluated between the parties on a quarterly basis and any changes to the initial staffing levels shall be by mutual written agreement of the parties. Ellucian will work cooperatively with the TCC to make modifications to the TCC Center that are necessary to support operational effectiveness. See Section 8 of Exhibit E.

4. REPLACEMENT OF FTA; FTA CREDITS:

In the event an FTA voluntarily terminates his/her employment, is terminated by Ellucian, or is absent due to sickness for greater than thirty (30) consecutive business days in any calendar year during the term of the 2022 Master Agreement ("Absent FTA"), Ellucian will replace the Absent FTA with an FTA having substantially similar qualifications as the Absent FTA ("Replacement FTA") within thirty (30) business days after the occurrence of the event giving rise to such replacement (the "Triggering Event"). If Ellucian fails to provide a Replacement FTA within thirty (30) business days after the Triggering Event, Ellucian will provide Contract Administrator, on behalf of the TCC Members, with a credit ("FTA Credit") equal to the product of: (a) the annual fee paid by Contract Administrator, on behalf of the TCC Member, to Ellucian for such Absent FTA during the Staffing FTA Year in which the Triggering Event occurred, divided by 260 (representing the number of working days per calendar year for each FTA); multiplied by (b) the number of working days that have expired from the date of the Triggering Event until the date that Ellucian provides the Replacement FTA. The FTA Credit will be applied towards any outstanding Professional Services fee receivable(s) due and owing to Ellucian at the time such FTA Credit is available ("Outstanding Receivables"). The particular Outstanding Receivable(s) to which the FTA Credit will be applied shall be mutually agreed upon by Contract Administrator, on behalf of the TCC Member, and Ellucian at the time such FTA Credit is available to Contract Administrator, on behalf of the TCC Member; and absent such agreement of the parties, Ellucian will credit the oldest Outstanding Receivable by the amount of the FTA Credit. In the event no Outstanding Receivable(s) exist at the time the FTA Credit is available to Contract Administrator, on behalf of the TCC Member, Ellucian shall issue Contract Administrator, on behalf of the TCC Member, a refund equaling the FTA Credit.

5. TRAVEL /MISCELLANEOUS EXPENSES ADDITIONAL:

Travel expenses incurred by TCC Center staff for providing TCC specific support, service or training to consortium supported events shall be billed at the rates, where applicable, provided by the Texas Comptroller of Public Accounts (https://fmx.cpa.state.tx.us/fmx/travel/index.php) or the US General Services Administration per Diem rates site (http://www.gsa.gov/portal/content/104877) and only for the categories of expenses as allowed in the State of Texas Travel Allowance Guide (the "Texas Travel Guide") in effect at the time the expenses are incurred.

6. REMOTE EMPLOYEES

Ellucian at its discretion may staff the TCC Center with employees that regularly work remotely from the Frisco, TX office. For events that require TCC Center staff to travel to any location other than the TCC Center to support TCC activities, the TCC Director will work with the Contract Administrator and TCC advisory board to minimize the travel needs required to support the event. As previously stated, travel budgets will always be submitted for approval before any expense is incurred, and Contract Administrator and/or the TCC advisory board retain the right to approve or deny in whole or in part any travel budget.

7. CONTROL OF TCC CENTER SERVICES:

The TCC Director provides strategic, managerial, and operational control over the TCC Center and partners with the TCC advisory board and the TCC Leadership Council in working towards providing service and support to the TCC that satisfy the overall goals and objectives of the TCC and Ellucian. The overall flow of requests and prioritization of work to the TCC Center will be governed by the existing practices established by mutual consent between Ellucian, the TCC advisory board, and the TCC Leadership Council.

The Ellucian employees in the TCC Center will not be employees of the TCC or any TCC Member. Ellucian reserves the right to determine the method, manner, and means by which the services will be performed to the extent consistent with the terms of the 2022 Master Agreement. Neither the TCC nor any TCC Member will be required to furnish or provide any training to Ellucian or to any employees of Ellucian in order to enable Ellucian to perform the services, nor shall the TCC nor any TCC Member be required to hire, supervise, or pay any assistants to help Ellucian perform the services. The order and sequence in which the work is to be performed shall be under the control of Ellucian to the extent consistent with the terms of the 2022 Master Agreement. Except to the extent that Ellucian's work must be performed on or with TCC or TCC Member resources, Ellucian shall provide all equipment used in providing the services. Neither the TCC nor any TCC Member will withhold any amount that would normally be withheld from an employee's pay and neither Ellucian nor any employee of Ellucian will participate in any benefits of any sort which a TCC Member offers to its employees.

ATTACHMENT G1 TO
EXHIBIT G

1. ON-DEMAND TRAINING

TAMU-CC, acting in its capacity as Contract Administrator, and Ellucian agree to allow TCC Members to use Ellucian's On-Demand Training, which is Ellucian's web-based training subscription service, conditioned upon TCC's payment of the fees set out in Exhibit 1 to this Attachment G1 (which cover access to such On-Demand Training), as follows:

(a) Right to Access Web-Based Training Programs; Ongoing Subscription for Web-Based Training Programs. Ellucian grants TCC Members the right to access and use the Ellucian-proprietary self-paced, web-based training programs ("Web-Based Training Programs") that Ellucian makes available during the Term. By thirty (30) days after the Effective Date of the 2022 Master Agreement and upon receipt of user account information from TCC, Ellucian will make available to TCC Members the most current and generally available version of the Web-Based Training Programs for Ellucian Baseline Software. Access to the Web-Based Training Programs is limited to only the individuals granted accounts. Sharing of account information with other TCC Member staff members will be cause for termination of access to the Web-Based Training Programs. The course content is made accessible via a portal hosted by Ellucian. Ellucian will make available to TCC Members each new version of the Web-Based Training Programs that Ellucian makes available during the Term. Each such 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 customers in each instance. The license granted with respect to use of and access to On-Demand Training provides for 1,000 named users to be allocated among the TCC Members.

(b) Limitations on Usage. TCC Members will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software as licensed by Ellucian, and TCC Members' right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the 2022 Master Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and Confidential Information of Ellucian. TCC Members are prohibited from distributing or otherwise making any Web-Based Training Programs available beyond the scope specified in this Attachment G1. TCC Members are expressly prohibited from placing or otherwise making any Web-Based Training Programs, in whole or in part, available from or on any website, including any website maintained, operated, or authorized by a TCC Member.

2. FEES

The fees and terms of payment specified in Exhibit 1 to this Attachment G1 include payment for use of and access to Ellucian's Web-Based Training Programs as set forth above.

EXHIBIT 1 TO ATTACHMENT G1 TO EXHIBIT G

The pricing stated in this Exhibit 1 to Attachment G1 to Exhibit G shall be effective only during the periods specified in the FTA and On-Demand Training Tables below, and nothing herein shall reduce or otherwise change TCC's pre-existing payment obligations under Exhibit G to the 2016 Master Agreement with respect to (a) fees payable for staffing of the TCC Center through August 31, 2022 or (b) fees payable for On Demand Training (formerly known as On Demand Subscription Library) through August 31, 2022.

Any changes to the staffing levels shall be by mutual written agreement of the parties. Ellucian will work cooperatively with the TCC to make modifications to the TCC Center that are necessary to support operational effectiveness and available funds.

FTA TABLE (applicable only during the period September 1, 2022 through August 31, 2027):

Aggregate US-Based and Off-Shore FTA Resources [1,2]		
Period Covered by Fee	**Fee**	**Due Date**
September 2022 – November 2022	$655,250	September 1, 2022
December 2022 – February 2023	$655,250	December 1, 2022
March 2023 – May 2023	$655,250	March 1, 2023
June 2023 – August 2023	$655,250	June 1, 2023
September 2023 – November 2023	$668,355	September 1, 2023
December 2023 – February 2024	$668,355	December 1, 2023
March 2024 – May 2024	$668,355	March 1, 2024
June 2024 – August 2024	$668,355	June 1, 2024
September 2024 – November 2024	$681,722	September 1, 2024
December 2024 – February 2025	$681,722	December 1, 2024
March 2025 – May 2025	$681,722	March 1, 2025
June 2025 – August 2025	$681,722	June 1, 2025
September 2025 – November 2025	$695,357	September 1, 2025
December 2025 – February 2026	$695,357	December 1, 2025
March 2026 – May 2026	$695,357	March 1, 2026
June 2026 – August 2026	$695,357	June 1, 2026
September 2026 – November 2026	$709,263	September 1, 2026
December 2026 – February 2027	$709,263	December 1, 2026
March 2027 – May 2027	$709,263	March 1, 2027
June 2027 – August 2027	$709,263	June 1, 2027
TOTAL [2]	**$13,639,788**	-

ON DEMAND TRAINING TABLE (applicable during the period September 1, 2022 through August 31, 2027):

On Demand Training [3]		
Period Covered by Fee	**Fee**	**Due Date**
September 2022 – August 2023	$35,000	September 1, 2022
September 2023 – August 2024	$35,700	September 1, 2023
September 2024 – August 2025	$36,414	September 1, 2024
September 2025 – August 2026	$37,142	September 1, 2025
September 2026 – August 2027	$37,885	September 1, 2026
TOTAL [3]	**$182,141**	-

Notes:

[1] For the fees specified above, during the period from September 1, 2022 through August 31, 2023, Ellucian will staff the TCC Center with eight (8) US-based FTA and three (3) off-shore based FTA notwithstanding any contrary

description of staffing levels stated in Exhibit G or Attachment G1 to which this Exhibit 1 is attached. The fees identified in this Exhibit 1 to Attachment G1 to Exhibit G with respect to Aggregate US-Based and Off-Shore FTA resources will remain in effect for the number of months referenced in the FTA Table above unless cancelled or adjusted with ninety (90) days written notice.

[2] Expenses incurred by Ellucian in connection with these services are not included within the above quoted fee and shall be reimbursed by Contract Administrator pursuant to the terms and conditions of the Exhibit G of the 2022 Master Agreement as applicable.

[3] The fees identified in the On Demand Training Table cover the On Demand Training fees payable (with licensing for up to 1,000 named users to be managed by TCC across the TCC Member base) for the period beginning September 1, 2022 and ending August 31, 2027 notwithstanding any contrary named user quantity described in Attachment G1 to which this Exhibit 1 is attached. See Section 1(a) of Attachment G1.

EXHIBIT H

ORDER FORM TEMPLATES

NOTE – Ellucian will have the right, from time to time and only on a prospective basis, to amend the Order Form Templates contained in this Exhibit H. Ellucian will provide notice and explanation to Contract Administrator for the required changes.

[SAMPLE]

TEXAS CONNECTION CONSORTIUM
ORDER FORM

TAMU-CC Control Number: _____

TCC Member Name:	**«CLIENT_NAME_UPPER»** ("Client" or "the TCC Member")
Underlying Agreement	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company L.P.** ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY L.P.** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in 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 required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

Software Term (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, and Managed Cloud Services): The period commencing on the first day of the next month following the Execution Date (the "Beginning Date") and continuing until August 31, 20XX___ (the "Expiration Date") is the "Software Term." Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, and Managed Cloud Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date.

PERPETUAL SOFTWARE •		
Description	**Quantity**	**Fee**
		Included
TOTAL LICENSE FEE:		**TBD**

SOFTWARE SUPPORT SERVICES •†		
Description	**Maintenance Level**	**Fee**
		Included
TOTAL SOFTWARE SUPPORT SERVICE FEE (Initial Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Second Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Third Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Fourth Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Fifth Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICE FEE (Sixth Contract Year):		**TBD**
TOTAL SOFTWARE SUPPORT SERVICE FEE (Seventh Contract Year):		**TBD**

MODIFICATION MAINTENANCE SERVICES •†	
Description	**Fee**
	Included
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Initial Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Second Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Third Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Fourth Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Fifth Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Sixth Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Seventh Contract Year)**:**	**TBD**

TERM SOFTWARE & CLOUD SERVICES •†			
Description	**Quantity**	**Product Type**	**Fee**
			Included
TOTAL TERM SOFTWARE FEE (Initial Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Second Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Third Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Fourth Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Fifth Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Sixth Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Seventh Contract Year)**:**			**TBD**

CLOUD SOFTWARE •†		
Description	**Quantity**	**Fee**
		Included
TOTAL CLOUD SOFTWARE FEE (Initial Contract Year)		**TBD**
TOTAL CLOUD SOFTWARE FEE (Second Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Third Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Fourth Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Fifth Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Sixth Contract Year):		**TBD**

TOTAL CLOUD SOFTWARE FEE (Seventh Contract Year):	**TBD**

PROFESSIONAL SERVICES •‡			
Description	**Quantity**	**Rate**	**Fee**
			TBD
TOTAL PROFESSIONAL SERVICES FEES:			**TBD**

Notes: (TBD based on Software/Services selected)

• For a description of the product details and applicable terms of service, see the Product Specifications at www.ellucian.com/contracts-and-documentation.

† The "Expiration Date" applicable to the Software Support Services, Modification Maintenance Services, Cloud Software, Software licensed under a Term License, and/or Cloud Services licensed under this Order Form (as identified in the tables above) is August 31, 20XX. ALTERNATIVE LANGUAGE: The "Expiration Date" applicable to the Software Support Services, Modification Maintenance Services, Cloud Software, Software licensed under a Term License, and/or Managed Cloud Services licensed under this Order Form (as identified in the tables above) is the last day of the sixtieth (60th) month following the Beginning Date.

‡ For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, a Statement of Work may be attached hereto.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on the Execution Date for license fees for Software licensed on a perpetual basis and for all Professional Services to be performed on a fixed fee basis;
- on an annual basis, in advance of each applicable Contract Year (consisting of twelve (12) consecutive months beginning September 1) during the Software Term for Software Support Services, Modification Maintenance Services, Software licensed under a Term License, Cloud Software, and/or Managed Cloud Services (fees for a partial initial Contract Year will be prorated depending upon the Execution Date); and
- 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 expenses and other applicable charges in accordance with the terms of the 2022 Master Agreement if Ellucian's performance of Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel expenses are included).

Payment Terms: [ELLUCIAN CAN DELETE PAYMENT TERMS THAT DO NOT APPLY TO THE ORDER FORM AT ISSUE]

- **Perpetual Software License Fees:** Ellucian will invoice TAMU-CC for the perpetual software license fees. TAMU-CC shall pay each invoice under the 2022 Master Agreement The TCC Member will be invoiced by TAMU-CC for the perpetual software license fee amounts. TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Term Software:** Ellucian will invoice TAMU-CC for the Term License subscription fees. TAMU-CC shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC for the annual Term License subscription fee amounts. TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Cloud Software:** Ellucian will invoice TAMU-CC for the subscription fees. TAMU-CC will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be

invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Managed Cloud Services:** Ellucian will invoice TAMU-CC for Managed Cloud Services on an annual basis. TAMU-CC will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Modification Maintenance Services:** Ellucian will invoice TAMU-CC for Modification Maintenance Services on an annual basis. TAMU-CC will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Time and Materials Services:** Ellucian will invoice the TCC Member monthly for all Professional Services time and materials on an as-incurred basis monthly in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Expenses and Other Charges:** Travel expenses are additional. As related to Professional Services, Ellucian will invoice the TCC Member monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Fixed Fee Services:** As related to Professional Services, Ellucian will invoice the TCC Member upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above). The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

- **Software Support Services Including Maintenance:**
  (a) For the Software described in the Software Support Services Table above, Ellucian's obligation to provide Maintenance and Client's obligation to make payment for such Maintenance shall each commence on the first day of the next month following the Execution Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from Client for Maintenance fees for the initial full twelve (12) month period; however, Client shall pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through August 31, «EXPIRATION_YEAR».

  (b) For each subsequent Contract Year through the Expiration Date, Maintenance fees, annual maintenance fee escalations, and Maintenance fee due dates will be in accordance with the terms and conditions to the 2022 Master Agreement.

  (c) Ellucian will invoice TAMU-CC, the Contract Administrator, for the Maintenance fees. TAMU-CC shall pay to Ellucian each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC for the Maintenance fees. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

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 the Order Form, the terms of the 2022 Master Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

(EXECUTION PAGE FOLLOWS)

ELLUCIAN		**TEXAS A&M UNIVERSITY – CORPUS CHRISTI**	
By:	_____	**By:**	_____
	Authorized Signature		*Authorized Signature*
Name:	_____	**Name:**	_____
	Printed		*Printed*
Title:	_____	**Title:**	Fiscal Agent for the Texas Connection Consortium
Date:	_____	**Date:**	_____

The last 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 DATE TBD.

CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs Texas A&M University-Corpus Christi to enter this order to Ellucian. TCC Member is responsible for making all payment as requested by Texas A&M University-Corpus Christi in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between Texas A&M University-Corpus Christi and TCC Member.

TCC MEMBER
NAME OF INSTITUTION: «CLIENT_NAME_UPPER»

For TCC Member Use: Purchase Order Reference Number (if applicable): _____

By: _____
Authorized Signature

Name: _____
Printed

Title: _____

Date: _____

Client's Billing Contact Information appears below.

Client Billing Contact Information:

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____

Title: _____

Email Address: _____

T0006 TCC
Professional Services

T0006 TCC
Managed Services - A

TEXAS CONNECTION CONSORTIUM
PROFESSIONAL SERVICES ORDER FORM

ELLUCIAN COMPANY L.P. ("Ellucian")

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191

and

TCC MEMBER (hereafter, the "Client")

Account Name	Account Number
Billing Address	Close Date
	Opportunity Number
	Contract Administrator

Underlying Agreement: This Professional Services Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (as thereafter amended) between: The State of Texas, acting by and through Texas A&M University Corpus Christi ("TAMUCC") and the TCC Members; and Ellucian. All terms and conditions of the 2022 Master Agreement, as amended, are applicable to this Order Form.

Professional Services:

Ellucian agrees to provide to Client the Professional Services identified in the Professional Services Table below for the fees set forth therein and on the terms and conditions set forth in the 2022 Master Agreement. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Professional Services provided as time and materials services are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for services rendered at the hourly rate provided for in the Professional Services Table below, and Ellucian will provide up to the estimated hours shown in the Professional Services Table during the period specified therein. Professional Services provided as fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth herein and in any Statement of Work or Scope of Services document attached hereto (if any).

Professional Services Table: (See notes 1 – 4 below)

Product	Quantity	Net Unit Price	Total Sales Price

Total Fee

Total Price USD

Notes to Professional Services Table:

1 If the parties have agreed upon a Statement of Work or Scope of Services document describing the professional services to be provided under this Order Form, it will be incorporated into this this Order Form if attached below.

2 Hourly rates and Professional Services 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. Requests for any Professional Services beyond the eighteen (18) month period will need to be negotiated under separate order form and signed by both parties. Client must schedule delivery of Fixed Fee services within one year of the Execution Date or else additional charges may apply.

3 Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as

applicable.

4 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 Agreement. 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 during that year in which the services are rendered.

Payment Terms - Generally: All payments under this Order Form shall be made in accordance with Chapter 2251 of the Texas Government Code.

Payment Terms - Time and Materials Services: If applicable, based upon the specific services offered under this Order Form, Ellucian will invoice Client monthly for all Professional Services billed on a time and materials basis as-incurred, monthly in arrears, and Client's payment to Ellucian will be due within thirty (30) days from the date(s) of such invoice(s).

Payment Terms – Fixed Fee Services: If applicable, based upon the specific services offered under this Order Form, Ellucian will invoice Client upon delivery of the fixed fee services listed in the Professional Services Table, and Client's payment to Ellucian shall be due within thirty (30) days from the date(s) of such invoice(s). Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

Payment Terms - Expenses and Other Charges: If applicable, based upon the specific services offered under this Order Form, travel and living expenses would be additional unless services are otherwise expressly identified above as billed at a travel-inclusive rate. When applicable, Ellucian will separately invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and Client's payments to Ellucian will be due within thirty (30) days from the date(s) of such invoice(s).

Project Assumptions

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty, and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. 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 2022 Master Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software or any future software product.

ELLUCIAN	**TCC MEMBER**
SG11 - Ellucian Company, L.P.	Sample Text
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

The last date of signature is the "Execution Date" of this Order Form.

Client Billing Contact Information

Name: _____

Address: _____

City, State ZIP: _____

Email Address: _____

PO# (if applicable): _____

TEXAS CONNECTION CONSORTIUM
MANAGED SERVICES ORDER FORM - ADVISORY SERVICES

ELLUCIAN COMPANY L.P. ("Ellucian")

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191

and

TCC MEMBER (hereafter, the "Client")

Account Name

Billing Address

Account Number

Close Date

Opportunity Number

Contract Administrator

Underlying Agreement: This Professional Services Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (as thereafter amended) between: The State of Texas, acting by and through Texas A&M University Corpus Christi ("TAMUCC") and the TCC Members; and Ellucian. All terms and conditions of the 2022 Master Agreement, as amended, are applicable to this Order Form.

Professional Services Order Form – Advisory Services:

Ellucian agrees to provide to Client the Professional Services identified in the Managed Services Table below (collectively, the "Managed Services"), as described in the Statement of Work section beneath the parties' respective signatures, for the fees set forth herein and on the terms and conditions set forth in the 2022 Master Agreement, as modified by this Order Form. The Managed Services provided under this Order Form are limited in both time and scope as outlined in the Statement of Work. Fees payable under this Order Form ae in addition to any fees due under separate written agreement(s) or order form(s) between the parties. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

Managed Services Table:

Product	Quantity	Net Unit Price	Total Sales Price

Total Fee

Total Price

Notes to Managed Services Table:

1 The fee specified in the Managed Services Table covers a "Managed Services Term" that will begin on the "Commencement Date" (defined as the first day of the next month following the Execution Date of this Order Form) and will end on the "Expiration Date" (defined as the last day of the twelfth (12th) full, consecutive month following the Commencement Date). As used in this Order Form, the term "Contract Year" means a period of twelve (12) consecutive months beginning on the Commencement Date and/or each anniversary thereof during the Managed Services Term.

2 For a description of the specific scope of work to be provided by Ellucian under this Order Form, see the Statement of Work below. For the avoidance of doubt, whereas the Statement of Work may describe separate Advisory Services available from Ellucian, Ellucian's obligation under this Order Form is to provide only such Advisory Services as are identified within the Managed Services Table above.

Following the Expiration Date specified herein, the terms of this Order Form will renew automatically for consecutive Contract Year(s) (each one of which is deemed a "Renewal Term Year") unless either party shall have notified the other in writing of the party's intent not to renew the Managed Services following the Expiration Date, which written notification, in order to be of any force or effect, must be delivered to the receiving party at least ninety (90) days before either (a) the Expiration Date or (b) the last day of a particular Renewal Term Year (if such election not to renew shall occur after the Expiration Date). In the absence of an effective notice as provided in the preceding sentence, Ellucian shall continue to provide (and Client shall continue to pay for) Managed Services on a Renewal Term Year-by-Renewal Term Year basis that renews automatically until cancelled as provided herein. Fees for Managed Services for each Renewal Term Year subsequent to the Expiration Date will be specified by Ellucian in an annual invoice and may increase by not more than 3% over the amount payable for such Managed Services for the immediately preceding Contract Year or Renewal Term Year.

Payment Terms – Managed Services Fee: With respect to the Managed Services to be provided pursuant to this Order Form during the Managed Services Term, Ellucian will invoice Client for the Total Price specified in the Managed Services Table on the Execution Date, and Client's payment of the Total Price shall be due thirty (30) days from the date of Ellucian's invoice.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. 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 2022 Master Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software or any future software product.

ELLUCIAN	**TCC MEMBER**
Software Business Unit SG11 - Ellucian Company, L.P.	Account Name Sample Text
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

The last date of signature is the "Execution Date" of this Order Form.

Client Billing Contact Information

Name: _____

Address: _____

City, State ZIP: _____

Email Address: _____

PO# (if applicable): _____

STATEMENT OF WORK (ADVISORY SERVICES)

PURPOSE OF STATEMENT OF WORK

This Statement of Work ("SOW") details the Services (the "Services") to be delivered by Ellucian. The Client and Ellucian each have tasks, responsibilities and deliverables that are required in order to facilitate and enable the effective delivery of the Services. The actual committed responsibilities for Ellucian and Client are set out in the specific description of responsibilities below.

Ellucian will designate a Solution Advisor for each separate Advisory Service that Client has under contract pursuant to this Order Form to perform the activities defined in this SOW. The Services Areas of Expertise section below describes separate Ellucian software solutions and representative Solution Advisor areas of expertise corresponding to multiple Advisory Services available from Ellucian; however, Client has purchased only the Advisory Service(s) that are identified in the Managed Services Table of the Order Form to which this Attachment A is attached (the "Order Form"). Accordingly, Ellucian's obligation is provide only the Advisory Service(s) that are identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Advisory Services within this SOW.

The parties acknowledge that Ellucian's delivery of the Managed Services under the Order Form will require planning and preparation in advance of active consultation between Ellucian and Client (to assign personnel, schedule a kick-off call with Client, and prepare content for delivery of Advisory Services). Ellucian requires a minimum of ten (10) business days following the Execution Date to ramp up such planning and preparation (the "Preparatory Work"), which Preparatory Work will be commenced by Ellucian after the Execution Date. Depending upon the specific Commencement Date applicable under the Order Form, the Preparatory Work may prevent active consultation for the initial two weeks of the Managed Services Term; however, no credit or reduction of fees will be provided to Client and no extension of the Managed Services Term will apply in the event of overlap between the Preparatory Work and the Managed Services Term.

SCOPE OF SERVICES – ELLUCIAN SOFTWARE SOLUTION ADVISORY SERVICES

The terms of this section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply only with respect to Managed Services under contract between the parties. Ellucian offers Advisory Services for the separate Ellucian Software Solutions identified below upon payment of separate fees as to each such Advisory Service (to the extent Client has purchased a subset of these, Ellucian will provide Advisory Services only for the subset under contract):

- Managed Services - Banner Student Advisory Services
- Managed Services - Banner Financial Aid Advisory Services
- Managed Services - Banner Finance Advisory Services
- Managed Services - Banner Human Resources Advisory Services
- Managed Services - Banner Technical Advisory Services
- Managed Services - Ellucian CRM Recruit Advisory Services
- Managed Services - Ellucian Elevate Advisory Services
- Managed Services - Ellucian CRM Advise Advisory Services
- Managed Services - Ellucian CRM Advance Advisory Services

Proactive Guidance and Support
During the Managed Services Term, Ellucian will:

- Work with Client to gain an understanding of their goals, priorities, processes, and challenges related to the supported software solutions
- Hold a regular conference call up to once a week with Client's points of contact
- Will be reasonably accessible by telephone and/or email during Normal Business Hours
- Will review and discuss the "resolution summary" on closed support cases to facilitate root cause analysis in order to mitigate similar future issues
- Provide guidance and assist with planning of upgrades and changes
- Make recommendations on the configuration and use of new functionality

Insight and Planning
During the Managed Services Term, Ellucian will:

- Discuss the implications of applicable Ellucian product information such as roadmaps and product announcements as requested by Client
- Provide information and guidance regarding newly created Change Request Defects, Change Request Enhancements, and Ellucian Support Center Knowledge Articles as requested by Client

Differentiated Support Service
During the Managed Services Term, Ellucian will:

- Provide Client with a point of contact to escalate, manage, and coordinate their support issues
- Review and discuss open support cases
- Make reasonable efforts to provide timely responses to support cases and to accelerate "time to resolution" as requested by the Client
- Make reasonable attempts to provide prompt and direct communication about Ellucian product critical issues that impact Client's environment

Annual On-Site Visit
Each Managed Service under contract includes a single onsite visit (once per Contract Year) between Client's point(s) of contact and designated Ellucian personnel, which may include the Solution Advisor. The fee paid by Client for Managed Services for each Contract Year include the travel and living expenses associated with such onsite visit, and Client will not be billed separately for travel and living expenses. Ellucian will:

- Work with Client to schedule the annual on-site visit for a mutually agreeable date

- Visit on-site one time per Contact Year to work with Client, review the current state of the Ellucian software solution and current Client goals and priorities, and update the Support and Success Plan.

Deliverables
On an annual basis, the Solution Advisor will provide these deliverables:

- Support and Success Plan - captures Client's goals and objectives for 12 months and how the Advisory Services will align to support those goals and objectives;
- Solution Review - reviews the current solution implementation, captures key configurations, and identifies opportunities to improve the effectiveness, efficiency, or reliability of Client's solution implementation.

SCOPE OF SERVICES – GRANT ADVISORY SERVICES

The terms of this section entitled Scope of Services – Grant Advisory Services will apply only if Client has contracted with Ellucian to provide Grant Advisory Services.

Proactive Guidance and Support
During the Managed Services Term, Ellucian will:

- Work with Client to gain an understanding of their goals, priorities, processes, and challenges related to grant development and management
- Hold a regular conference call up to once a week with Client's points of contact
- Be reasonably accessible by telephone and/or email during Normal Business Hours
- Provide guidance on select grant strategy

Insight and Planning
During the Managed Services Term, Ellucian will:

- Discuss the capacity and financial implications of grant applications on institution
- Provide information and guidance regarding pre and post-award grant activity

Differentiated Support Service
During the Managed Services Term, Ellucian will:

- Provide Client with an Ellucian point of contact to provide expertise on grant development and management activities and/or questions
- Make reasonable efforts to provide timely responses to provide interpretation of application guidelines
- Make reasonable attempts to provide prompt and direct communication about interpretation of requests from funders related to compliance or reporting
- Provide Ad hoc funding opportunity alerts for new programs or larger scale programs of interest to higher education
- Review of grant award notices for interpretation of funder requirements

Annual Onsite Visit
Grant Advisory Services include a single onsite visit (once per Contract Year) between Client's point(s) of contact and designated Ellucian personnel, which may include the Solution Advisor. The fee paid by Client for Grant Advisory Services for each Contract Year include the travel and living expenses associated with such onsite visit, and Client will not be billed separately for travel and living expenses. Ellucian will:

- Work with Client to schedule the annual onsite visit for a mutually agreeable date
- Visit onsite one time per contact year to work with Client and review the current Client goals and priorities

Deliverables
On an annual basis the Solution Advisor will provide these deliverables:

- Develop and share Support and Success Plan - captures Client's goals and objectives for 12 months and how the Services will align to support those goals and objectives
- Deliver quarterly grants newsletter

SERVICES AREAS OF EXPERTISE

Managed Services - Banner Student Advisory Services

- Corresponding Ellucian software solution: Banner Student
- Representative Solution Advisor expertise: admissions recruitment relationships; recruiting prospective applicants; undergraduate applicants, relationships, and communication; graduate and professional applicants, relationships and communication; non-degree and continuing education students, relationships and communication; programs and curriculum; class scheduling; student registration; grades and academic standing; advising and withdrawals; auditing and awarding degrees; learning support.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Financial Aid Advisory Services

- Corresponding Ellucian software solution: Banner Financial Aid
- Representative Solution Advisor expertise: financial aid applications; packaging and disbursement; managing funds; student employment and federal/institutional work study; processing loans; satisfactory academic progress.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Finance Advisory Services

- Corresponding Ellucian software solution: Banner Finance
- Representative Solution Advisor expertise: managing external interfaces into banner finance; purchasing goods and services; accounts payable; fixed assets; managing the chart of accounts and journal entries; developing the annual budget; sponsor programs (pre and post award); endowments; non-student accounts receivable; travel and expense.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Human Resources Advisory Services

- Corresponding Ellucian software solution: Banner Human Resources
- Representative Solution Advisor expertise: processing new hires and faculty contracts; position control; employee records; benefits administration; processing payroll; employee leaves; employee separations.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Technical Advisory Services

- Corresponding Ellucian software solutions: Banner Student, Banner Financial Aid, Banner Human Resources, Banner Finance, Banner General
- Representative Solution Advisor expertise: Banner product technical configuration; Banner product upgrades; Oracle RDBMS 11g and 12c administration; Ellucian Solution Manager (ESM); Banner Enterprise Identity Services (BEIS); Single Sign-On (SSO) configuration and support; application server (TomCat, WebLogic) administration.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian CRM Recruit Advisory Services

- Corresponding Ellucian software solution: CRM Recruit
- Representative Solution Advisor expertise: Student application form development, student application processing, application decision management, prospect marketing strategies, recruitment period roll-over, data import development and configuration, event and trip management, communication management, solution upgrade process, integration configuration, Constituency Experience (CX) configuration and maintenance, security administration
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian Elevate Advisory Services

- Corresponding Ellucian software solution: Ellucian Elevate
- Representative Solution Advisor expertise: workforce development, non-degree and continuing education program management, relationships and communication with and about non-degree seeking students; programs and curriculum focused on workforce needs, certifications and continuing education; class scheduling; student registration; payments and refunds; registration and refund schedule; certificate completion and grades; advising and withdrawals; auditing and awarding certificates; learning support.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian CRM Advise Advisory Services

- Corresponding Ellucian software solution: CRM Advise
- Representative Solution Advisor expertise: student success score development, predictive and early-warning retention alert strategies, LMS integration and data utilization, retention and student services communication planning, event and case management, data import development and configuration, solution upgrade process, integration configuration, Faculty and Student Constituency Experience (CX) configuration and maintenance, security configuration.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian CRM Advance Advisory Services

- Corresponding Ellucian software solution: CRM Advance
- Representative Solution Advisor expertise: prospect management, constituent and contribution data management, stewardship and gift society configuration, membership program support, event tracking, communication management, data import development, configuration, solution upgrade process, integration configuration, Constituency Experience (CX) configuration and maintenance, security administration.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Grant Advisory Services

- Corresponding Ellucian software solution: None
- Representative Solution Advisor expertise: grants development and management policies and processes, identification of institutional grants priorities, identification of funding opportunities, grant project planning, developing federal, state, and foundation grant applications, post-award compliance management.
- The terms of the section entitled Scope of Services – Grant Advisory Services will apply (if Client has contracted for Grant Advisory Services)

CLIENT SPECIFIC RESPONSIBILITIES

Throughout the Managed Services Term defined in the Order Form, Client must:

- be and remain current on payment of software support services fees for the Ellucian software solutions that correspond to the particular Advisory Service(s) under contract (as identified within the Services Areas of Expertise section below); in the event that Client drops software support services for the applicable solution(s), such termination or expiration of software support services will not operate to terminate the Managed Services Term or otherwise limit, reduce, terminate, or affect Client's payment obligations under the Order Form;
- designate up to 4 points of contact for each Managed Service under contract;
- cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;
- work with Ellucian to schedule the onsite visit (once per Contract Year) at a mutually agreeable time; and
- participate in the annual on-site visit.

SERVICES ASSUMPTIONS

- Managed Services are provided during Normal Business Hours (defined as 8:30 a.m. to 5:00 p.m. in a single time zone as mutually agreed to by Client and Ellucian). Normal Business Hours exclude all Ellucian documented holidays, scheduled vacation, planned or unplanned sick time, and other approved absences from Ellucian.
- In the event that the designated Solution Advisor is out of the office for an extended period due to vacation or illness, Ellucian will provide an alternate point of contact.
- In the event of an Ellucian-initiated change in a Solution Advisor, Ellucian will consult with Client to integrate a replacement Solution Advisor quickly and appropriately into the services process.
- Client is advised that with respect to the onsite visit by Ellucian, an onsite visit may require up to 8 hours for travel in each direction, resulting in no more than twenty-four (24) hours/week for onsite services.

Other Professional Services- and Managed Cloud Services-related order forms (e.g., Services Flex Package, Services Flex Plus Package, and Advisory Services order forms) may be agreed upon between Ellucian and the applicable TCC Member(s) – TCC is not a required signatory to such order forms unless it is the purchaser of such services. Nothing contained herein shall prevent introduction of additional Professional Services-related order forms from being utilized provided that such order forms expressly incorporate and do not deviate substantively from the terms of the 2022 Master Agreement.

EXHIBIT I

HUB SUBCONTRACTING PLAN



TCC 2022 Master
Agreement HUB Sub

Rev. 2/17

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST FY22

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

1. If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

2. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>*continuous contract*</u>* in place for more than five (5) years <u>*meets or exceeds*</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

3. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>*continuous contract*</u>* in place for more than five (5) years <u>*does not meet or exceed*</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

4. If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Rev. 2/17

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

Texas A&M University - Corpus Christi (TAMUCC) established Agency Specific HUB Goals (FY2022):

- 13.70% for all building construction, including general contractors and operative builders' contracts
- 14.77% for all special trade construction contracts
- 11.50% for professional services contracts
- 10.88% for all other services contracts
- 23.76% for commodities contracts

Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment (invoice) or monthly as a condition of payment.

If any modifications to the HSP are required during the contracted term, the respondent must seek approval from the TAMUCC HUB Office prior to making any modifications to its HSP.

Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP) (See Option Four on the HSP Quick Check List).

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: _____ Bid Open Date: _____ **(mm/dd/yyyy)**

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

****Continuous Contract**: *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION **(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)** If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers,)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition #: _____ **Bid Open Date:** _____ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) **on** _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

EXHIBIT J

NOTE – Ellucian will have the right, from time to time to amend the Restricted Use and Non-Disclosure Agreement upon notice to TCC.

[Form] Non-Disclosure Agreement

RESTRICTED USE AND NON-DISCLOSURE AGREEMENT

_____ a_____corporation, with its primary place of business at _____("Consultant"), in consideration of obtaining access to the Confidential Information for the Permitted Purpose, agrees as follows:

1. Background.

_____(insert either (i) TCC Member or (ii) TAMU-CC (acting in its capacity as Contract Administrator) hereinafter referred to as "Client") and Ellucian Company L.P. and/or a company controlled by, controlling and/or under common control with Ellucian Company L.P. ("Ellucian") are parties to the Client License Agreement (as that term is also defined below), pursuant to which Client was granted a license to use the Licensed Software (as that term is defined below) pursuant to the terms, conditions and limitations of Client License Agreement (as that term is also defined below). Client, pursuant to such written agreement as will be entered into by Client and Consultant (the "Consulting Agreement"), desires to engage the services of Consultant, and such engagement will necessitate that Consultant have access to Client's instance of the Licensed Software. The terms of the Client License Agreement require that third parties having access to the Licensed Software for such purposes must, *inter alia*, first execute an Ellucian approved restricted use and non-disclosure agreement. Accordingly, as a condition to Consultant's access to or use of the Licensed Software for the "Permitted Purpose" (as that term is defined below), Consultant is executing and agrees to be bound by the terms, conditions and limitations of this Restricted Use and Non-Disclosure Agreement (this "Agreement").

2. Definitions.

(a) "Licensed Software" means the source code and object code for the computer programs and computer coded instructions (including all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing) licensed for use by Client pursuant to the terms of the 2022 Master Software License, Services and Maintenance Agreement made by and between the State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC") and Ellucian Company L.P., as amended to date and as may be further amended from time to time (the "Client License Agreement").

(b) "Confidential Information" means commercially valuable, non-public information of Ellucian that is disclosed to or otherwise received by Consultant in any manner and/or by any media, whether oral, visual or in tangible form (including, without limitation, documents, devices and computer readable media) and any and all copies thereof, including, without limitation the terms and conditions of the Client License Agreement; and the Licensed Software, including without limitation all copies of source code (if provided by Ellucian as specified in the Client License Agreement), object code and all related specifications, Documentation, technical information, project management methodologies, and training materials, and all corrections, modifications, additions, improvements and enhancements to and all intellectual property rights for the Licensed Software.

(c) "Permitted Purpose" means the right of Consultant to access the Licensed Software and the Confidential Information during the term of the Consulting Agreement, but only for the following limited purpose (the "Limited Purpose") and for no other purpose whatsoever:

[insert limited purpose description here, or reference an attachment containing such limited purpose description]

Any work effort and/or any work product resulting from the Permitted Purpose engagement are referred to collectively and individually as the "Engagement Deliverables." Consultant hereby acknowledges and agrees that, without limitation, the Permitted Purpose expressly does not include the right of Consultant to create or otherwise provide the Engagement Deliverables to any person or entity, including any other licensee of the Licensed Software, other than Client.

3. Acknowledgment. Consultant acknowledges and understands that the Confidential Information, including without limitation the Licensed Software, is of great value to Ellucian, the development of which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a period of time. Consultant further acknowledges and understands that the Licensed Software and/or any other Confidential Information of Ellucian are being disclosed to Consultant on a strictly confidential basis to be used only for the Permitted Purpose, and for use only in strict accordance with the terms, conditions and limitations of this Agreement and the Client License Agreement.

4. Restrictions on Use of the Confidential Information and Licensed Software. Access to the Confidential Information will be restricted to those of Consultant's personnel with a genuine "need to know" who are engaged for the Permitted Purpose. Both before and after termination of the Client License Agreement for any reason, Consultant will refrain from permitting any other person, firm, corporation, organization, or entity to have access to or have use of, directly or indirectly, all or any part of the Confidential Information, including without limitation the Licensed Software. Consultant will maintain the Confidential Information in strict confidence and will not disclose any Confidential Information in any manner to any other person, firm, corporation, organization, or entity. Consultant will not use, copy, duplicate, recreate, or reverse engineer all or any part of the Confidential Information, including without limitation any component of the Licensed Software, for any purpose other than the Permitted Purpose, and only in strict accordance with the terms, conditions and limitations of this Agreement and the Client License Agreement. Further, and without limitation, Consultant acknowledges and agrees that, notwithstanding whether Consultant or any other person or entity is the creator thereof, Ellucian will exclusively own any and all right, title and interest in and to any and all derivative works of the Licensed Software ("Derivative Works," as such term is defined under United States copyright law), in whole and/or in part, and Consultant hereby assigns to Ellucian its entire right, title and interest thereto for the United States and all foreign countries without further compensation. Consultant agrees to execute such documents and other materials as may be reasonably requested by Ellucian to obtain protection for such Derivative Works and to perfect exclusive title thereto in Ellucian, all at the sole expense of Ellucian. Consultant will ensure that all employees of Consultant who are providing the services in connection with the Permitted Purpose will be apprised of and will comply with this Agreement.

5. Exceptions To Confidential Information. Confidential Information will not include any information that Consultant can demonstrate:

(a) was rightfully in Consultant's possession without confidentiality restriction prior to disclosure by Ellucian hereunder;

(b) was generally known or becomes so generally known or otherwise enters the public domain without violation of this Agreement;

(c) has come into the possession of Consultant without confidentiality restrictions from a third party who is under no obligation to Ellucian to maintain the confidentiality of such information;

(d) is independently developed by the Consultant without use of or access or reference to such Confidential Information;

(e) is regularly disclosed to third parties without restriction on disclosure by Ellucian; or

(f) is required to be disclosed by law after providing Ellucian with adequate prior notice and the opportunity to challenge such disclosure.

If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such Confidential Information will remain subject to all of the provisions of this Agreement.

6. Export Restrictions; Obligation To Prevent Access To/By Certain Persons. Consultant will not itself export and will not allow any export of the Confidential Information, including without limitation any portion of the Licensed Software, in whole or in part, outside of the United States of America, in any manner or by any means. Consultant is prohibited from allowing any individual identified on the then-current "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security (or any successor entity or agency thereto), or who is a member, principal, affiliate or having any other connection with any group, association or other entity or collection whatsoever identified in the then-current Entity List contained, as of January 1, 2005, in the US Export Administration Regulations, 15 CFR Part 774 et seq. (or any successor thereto) to have any access whatsoever to any of the Confidential Information, including without limitation any portion of the Licensed Software, in whole or in part. Without limiting the foregoing, Consultant agrees at all times to use diligent, good faith efforts, to establish written policies and procedures and to employ such other generally accepted commercial practices as are necessary to comply at all times with the requirements and restrictions set forth herein. Further, and without limitation, Consultant agrees to provide Ellucian with such access to Consultant personnel, facilities and documentation at such times as Ellucian may reasonably request to audit Consultant's compliance with the requirements and restrictions set forth herein.

7. Legal Process. In the event Consultant receives a subpoena or other validly issued administrative or judicial process demanding all or any part of the Confidential Information, Consultant will promptly notify Ellucian and tender to it the defense of such demand. Unless the demand will have been timely limited, quashed or extended, Consultant will thereafter be entitled to comply with such demand to the extent permitted by law. If requested Ellucian, Consultant will cooperate (at the expense of Ellucian) in the defense of a demand.

8. Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, will be returned to Ellucian upon the first to occur of (a) completion of the Permitted Purpose or (b) at the request of Ellucian.

9. Proprietary Legends. Consultant will not remove any proprietary rights legend from, and will, upon Ellucian's reasonable request, add any proprietary rights legend to, materials disclosing or embodying Confidential Information.

10. **DISCLAIMER OF WARRANTIES LIMIT OF LIABILITY. ALL CONFIDENTIAL INFORMATION, INCLUDING ANY IMPROVEMENTS, IS DISCLOSED OR OTHERWISE MADE AVAILABLE TO CONSULTANT ON AN "AS IS" BASIS. ELLUCIAN MAKES NO WARRANTIES REGARDING THE ACCURACY OF THE CONFIDENTIAL INFORMATION. ELLUCIAN HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.**

ELLUCIAN WILL HAVE NO LIABILITY TO CLIENT OR CONSULTANT FOR ANY CLAIMS BY EITHER OF THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT. WITHOUT LIMITING THE ABOVE, IN NO EVENT WILL ELLUCIAN BE LIABLE FOR ANY DAMAGES CAUSED BY THE FAILURE OF CONSULTANT, CLIENT OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS TO PERFORM ANY OF THEIR RESPONSIBILITIES IN CONNECTION WITH THE CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT.

11. Term of Confidentiality Obligations. Except as expressly permitted herein, in each instance, for a period

of ten (10) years following the date that Ellucian first discloses an item of Confidential Information to Consultant, but in any event, for all of perpetuity with regard to the Licensed Software and any part of the Confidential Information which at such time Ellucian treats as a trade secret of Ellucian (the "Non-Disclosure Period"), Consultant will maintain in confidence and not disclose Confidential Information.

12. No License Granted By This Agreement. Other than the limited right of use for the Permitted Purpose that Ellucian has hereby granted to Consultant herein, Ellucian grants no license to Consultant under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Confidential Information. Without limiting the foregoing, nothing in this Agreement will be deemed to limit in any manner or by any means Consultant' rights under the Consultant Agreements.

13. Term and Termination. Ellucian shall have the right, in its sole discretion (including for its convenience), to terminate the consent provided under this Agreement by written notice and to, therefore, preclude any further access by Consultant to the Confidential Information. Absent such termination, the consent to access Confidential Information shall only be permitted for so long as the services described under the Permitted Purpose continue to be provided to Client and solely for its benefit. The termination of the consent provided under this Agreement shall not limit or reduce the obligations of confidentiality assumed by Consultant hereunder.

14. Relationship of Ellucian and Consultant. This Agreement does not give rise to any marketing relationship, partnership, joint venture, or any other legal association between Ellucian and Consultant, other than the imposition upon Consultant of the restrictions and limitations contained in this Agreement. Consultant is expressly prohibited from advertising or otherwise promoting or asserting the existence of any other relationship whatsoever between Ellucian and Consultant. Without limitation, this Agreement expressly does not constitute any endorsement, express or implied, by Ellucian of Consultant and/or Consultant's products and/or services; and Consultant is not, in any manner or by any means, entitled or authorized to use the "Ellucian" name, the names of Ellucian or any of its products or services, or any trademarks, service marks or indicia of Ellucian whatsoever, in whole and/or in part.

15. Governing Law. This Agreement will be governed by the laws of the State of Texas, United States of America, as applicable to agreements both executed and wholly performed therein. Without limitation, Consultant hereby consents to the *in personam* jurisdiction of the state and federal courts located in the State of Pennsylvania with regard to any cause of action that may arise out of or in connection with this Agreement.

16. Miscellaneous. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement will be in writing and signed by both parties.

Consultant hereby executes this Agreement in triplicate original copies by setting its hand and seal below on both such execution copies. Further, and without limitation, the limited rights of Consultant provided for in this Agreement are strictly subject to the execution of this Agreement by a duly authorized representative of Client, thereby acknowledging the consent of Client to engage the services of Consultant as contemplated by this Agreement, and the execution by Ellucian, thereby acknowledging the consent of Ellucian to Client's engagement of Consultant, but solely with regard to the Permitted Purpose, and strictly subject to all of the terms, conditions and limitations provided for herein.

Consultant has executed this Agreement as of the date set forth below its name.

CONSULTANT

By:_____

Printed Name and Title:_____

Date:_____

Client is signing this Agreement solely for the purpose of indicating that it has engaged Consultant for the Permitted Purpose.

CLIENT

By:_____

Printed Name and Title:_____

Date:_____

Acknowledged and approved as to form:

ELLUCIAN

By:_____

Printed Name and Title:_____

Date:_____

EXHIBIT K

Data Protection Addendum

"Data Protection Law" means all data privacy and information security related laws, rules, and regulations relating to the processing of TCC Member Personal Data by Ellucian, each as and when applicable to the TCC Member Personal Data and the parties' performance of an Order Form, including but not limited to, the Family Educational Rights and Privacy Act and the Texas Identity Theft Enforcement and Protection Act, and regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of TCC Member Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian agrees that for so long as it processes TCC Member Personal Data in performing its obligations under an Order Form, it will:

(a) maintain appropriate technical and organisational data security measures, including without limitation, a written information security policy to protect the TCC Member Personal Data consistent with applicable Data Protection Law;

(b) maintain the confidentiality of TCC Member Personal Data in accordance with the 2022 Master Agreement and the relevant Order Form;

(c) process the TCC Member Personal Data only in accordance with the TCC Member's instructions. The parties agree that the relevant Order Form contains instructions from TCC Member to Ellucian to process TCC Member Personal Data as reasonably required to perform the obligations described therein. TCC Member hereby authorises Ellucian to take such steps in the processing of TCC Member Personal Data on behalf of TCC Member as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting TCC Member with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by TCC Member to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;

(d) limit access to the TCC Member Personal Data to Ellucian's employees, agents and subcontractors (including Ellucian group companies) who have a need to access such TCC Member Personal Data to perform Ellucian's obligations under the relevant Order Form. TCC Member agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (e) below;

(e) require that its employees, agents and subcontractors who have access to the TCC Member Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such TCC Member Personal Data;

(f) implement and maintain appropriate administrative, training, technical, and physical safeguards designed to ensure the security or integrity of the TCC Member Personal Data and protect against unauthorized access to or use of such TCC Member Personal Data that could result in substantial harm or inconvenience to the TCC Member;

(g) notify TCC Member of a Information Security Breach (as defined below) as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and in any event as required by applicable Data Protection Laws, and take reasonable steps to mitigate the effects of the Information Security Breach. An "Information Security Breach" is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, TCC Member Personal Data;

(h) make available to TCC Member such information as is strictly necessary for the TCC Member to demonstrate its compliance with applicable Data Protection Law at no cost to Ellucian. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the TCC Member upon reasonable request. Ellucian will provide cost estimates, and TCC Member must approve in writing prior to costs being incurred. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, TCC Member may request and Ellucian will provide: (i) subject to TCC Member executing a non-disclosure agreement, a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Managed Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Managed Cloud Services as applicable; and

(i) not transfer the TCC Member Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Law. Such measures may include (without limitation) transferring the TCC Member Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of TCC Member Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the TCC Member as controller and any specific processing instructions.

3. The parties agree that on the termination or completion of the provision of the relevant Software or services the subject of an Order Form, Ellucian and its subcontractors shall, upon written request of the TCC Member, return all the TCC Member Personal Data in their possession (if any) and the copies thereof to the TCC Member or shall destroy all the TCC Member Personal Data and certify to the TCC Member that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the TCC Member Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the TCC Member Personal Data transferred and will not actively process (except for storage and deletion) such TCC Member Personal Data.

EXHIBIT L

Ellucian Cloud Software Standards



Ellucian Cloud
Software Standards.p

Ellucian Cloud Software Standards

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Overview

These Ellucian Cloud Software Standards ("Cloud Standards") set forth the Ellucian Cloud Software ordered by Client as defined by the Order Form.

Ellucian Cloud Software is provided pursuant to the Documentation applicable to the services and the Order Form. Ellucian's delivery of the Cloud Software is conditioned on Client's and its users' compliance with the Client's obligations and responsibilities outlined in the documents and standards. Ellucian may change these Cloud Standards and referenced documents at its discretion, provided the changes will not result in a material reduction in the performance, functionality, security or availability of the Cloud Software during the term of the Order Form.

Cloud Software is deployed at data centers or third party infrastructure service providers retained by Ellucian, with the exception of certain Cloud Software that are deployed at Client's data center or a third party data center retained by Client. Certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services. Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

The Cloud Standards are comprised of two sections below. Section A applies to all Cloud Software, whether Software as a Service ("SaaS") or applications hosted in the Ellucian Cloud ("Managed Cloud"). Section B contains additional terms that only apply to Managed Cloud applications.

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in the Order Form. Capitalized terms that are not otherwise defined in these Cloud Standards will have the meaning given to them in the Order Form and the underlying agreement, as applicable. Other capitalized terms may be defined below.

   "*Client Data*" means all electronic data or information submitted by Client to the Cloud Software.

   "*Cloud Software*" means the Software or Component System identified in the Order Form as SaaS or Managed Cloud.

   "*Defect*" means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

   "*Documentation*" means the on-line and hard copy specifications that Ellucian provides for the Cloud Software and that describe the support, functional and technical capabilities of the Cloud Software.

   United States option: *"Full Time Equivalent" or "FTE"* is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

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Canada option: *"Full Time Equivalent" or "FTE"* is determined based on the client-reported Fall Total Full-time and Part-time Student headcounts for Undergraduate and Graduate enrollments to derive a single value.

"Maintenance" means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the "Maintenance Standards") are specified in the Order Form.

"New Releases" means new editions (*i.e.*, major and minor releases) of the Cloud Software.

"*Software Supplement*" means additional terms and conditions applying to particular Cloud Software, as specified in the Documentation.

"*Software Support Services*" means, collectively, Maintenance and New Releases.

"*Third Party Component Providers*" means third parties utilized by Ellucian to provide components of the Cloud Software.

2. **License to Access and Use Cloud Software.** For the Cloud Software identified the Order Form, and only during the Cloud Software term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each instance in the Order Form.

3. **Client Responsibilities and Prohibitions.**

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users' compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

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- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.

4. **Service Level Agreement.** Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") specified in the Cloud Software Documentation.

5. **Software Support Services.** During the Cloud Software term, as part of the subscription fees set forth in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

6. **Backups.** Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download monthly. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

7. **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.

8. **Personal Data**. To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Data Protection Agreement.

9. **Third Party Components.** Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or

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sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

10. Fee Adjustments.

10.1 *FTE* – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the "Contracted FTE" number where specified in the Order Form. Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client's actual FTE decreases below the Contracted FTE at any time during the Software term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client's then-current FTE.

10.2 *3rd Party* Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

10.3 Extraordinary *Resource Requirements* – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide proper discovery or Client's failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

11. Suspension of Cloud Software. If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

12. Delivery. Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with the

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Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under the Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

13. **Post Termination Actions.** Upon termination or expiration of the Cloud Software term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

14. **Use of Client Data.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Cloud Software, and for otherwise improving and enhancing the Cloud Software or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

15. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions and the associated Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

16. **LIMITATION OF LIABILITY FOR CLOUD SOFTWARE.** ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN

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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

1. **Standard External Interfaces for Integrations.** Installation and operation of supported applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under the Order Form: (i) those defined baseline integration paths, integrations and interfaces listed below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in the Order Form.

   As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:

   a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
      i. *Public Internet Access* – Used for applications such as Portal and Self-Service.
      ii. *Site-to-Site VPN* – A pair of VPN routers is configured, monitored, and maintained by Ellucian to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers. The Site-to-Site VPN will be configured with industry standard encryption protocols.
   b. Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
   c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
   d. Maintain Internet firewalls to protect the applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

   As it relates to any external interfaces/defined third party integration services as described herein, Client will:

   a. Submit any new interface or connectivity requirement requests to Ellucian in writing at least fourteen (14) days in advance.
   b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.

2. **Delivery Environment**.

   2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.

   2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the cloud environment.

   2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:

   a. Backup
   b. Disaster Recovery
   c. Internet connectivity
   d. Load balancing
   e. Monitoring

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f. Operating Systems
g. Security Scanning

3. Managed Cloud Services Functional Requirements.

3.1 Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.

3.2 Ellucian will provide Client storage for all applications and associated databases.

3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.

3.4 Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. Transition Services. Ellucian will establish a team (the "Transition Team") to be led by a Transition Manager. The Transition Team will plan, direct and coordinate the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or third parties to Ellucian for the delivery of the applications. The timeframe for any transition services will be based on the project scope/requirements and will be finalized and agreed upon by the parties during or promptly following the initial meeting between Ellucian and Client.

The Transition Manager will be Ellucian's primary Cloud point of contact during performance of the transition services as described herein. The Transition Manager will be responsible for:

a. Managing transition deliverables, including the charter, schedule, and Client Care/portal site.
b. Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
c. Confirming all resources involved in the transition services have a common understanding of the needs of both businesses as well as the project deliverables.
d. Managing scope and delivery timetables to be consistent and complementary with the objectives of the transition services.
e. Monitoring progress and reporting the status of the transition services to all stakeholders.

5. Ellucian Communications with Client. During the Cloud Software term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the cloud environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Managed Cloud services-related activities.

6. Operating System Administration Services. Ellucian will provide Operating System ("OS") Administration for the OS environments in the cloud environment. In this regard, Ellucian will be responsible for:

a. Installations and configurations of the OS environments for application environments.
b. Maintaining access to and control of special user accounts used for OS administration (i.e. "ROOT" or "Administrator").
c. Installation of patches and updates from the applicable vendor(s) for OS environments.
d. Troubleshooting and resolving OS incidents.

7. Database and Application Administration Services. Ellucian will provide Database Administration ("DBA") services and application administration services for the databases, application homes and application environments as defined in the Order Form.

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7.1 Ellucian will:

a. Install, configure, and update applications as defined in Schedule A, and database environments for vendor-specific systems.
b. Configure, as defined in the Order Form, baseline application Home environments for vendor-specific systems.
c. Perform database system level security administration for the database environments.
d. Perform database and application home clones, system refreshes or replications, for the cloud environment as agreed by the parties up to two (2) requests per month.
e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those application accounts requiring such access, to databases, database instances and applications.
f. Provide troubleshooting and diagnostic support for the databases, database instances and database homes.
g. Provide troubleshooting and diagnostic support for the applications, application configurations and application homes.
h. Provide reasonable assistance with application maintenance issues requiring database and application administration knowledge and experience for designated applications.
i. Perform tuning and adjusting of database and database instance, and application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated applications.
j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated applications.

7.2 Client will:

a. Appoint or provide a user liaison to coordinate and perform the application security administration functions and duties as requested by the Client for the applications.
b. Appoint or provide user liaison(s) to coordinate and perform the application configuration administration functions and duties as requested by the Client for the applications.
c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the applications.
d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the applications, and to develop and/or correct Client-developed customizations to applications.
e. Maintain active software support contracts with Ellucian and third party vendors for all applications such that the appropriate vendor will provide personnel to develop and/or correct code in the applications as needed.
f. Provide functional, technical programming and user liaisons to provide troubleshooting of application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting application jobs and job streams submitted either through the application or in a supported scheduling system.
h. Provide support for all user functions, management and other applications not defined in this Order Form.
i. Communicate any applicable database or application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
j. Provide all end-user workstation and mobile device desktop and peripherals support for the applications.

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k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.

8. **Systems Monitoring**. Ellucian will monitor the cloud environment on a 24x7x365 basis.

8.1 Ellucian will monitor the application components and the cloud environment for availability.

8.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the applications.

9. **Managing Service Requests**. Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.

9.1 Ellucian will:

a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.

b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.

c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.

d. Escalate unresolved service incidents or service requests as designated in Ellucian's incident management process.

9.2 Client will provide Ellucian with current and updated contact information.

10. **Conditions to offer Managed Cloud Services**. In order for Ellucian to provide the Managed Cloud services, Client will be responsible for the following:

a. Licensing all applications listed in the Order Form to permit the applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the cloud environment.

b. Permitting and scheduling required downtime within reasonable timeframes for the applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the production systems while end users, staff, faculty or other users are using such systems. Certain non-production maintenance activities require terminating user access to the applications.

c. Consulting with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.

d. Bearing the cost of all Client-maintained customizations and customized code enhancements required to operate within the cloud environment to the extent not expressly provided through the Order Form.

e. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) installing additional software on, (ii) requiring additional software to be installed on, or (iii) modifying applications or any other software or systems installed on or within, the cloud environment.

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TEXAS A&M UNIVERSITY
CORPUS CHRISTI

ASSIGNMENT OF 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS ASSIGNMENT OF THE 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT ("Assignment") shall become effective March 18, 2024 (the "Effective Date"), by and between the **Texas A&M University – Corpus Christi,** a member of the Texas A&M University System, an agency of the State of Texas ("TAMU-CC") for and on behalf of the Texas Connection Consortium ("TCC"), **Ellucian Company L.P.** ("Ellucian"), and **Lamar Institute of Technology** ("LIT"), individually "a Party" or collectively "the Parties". Capitalized terms used and not otherwise defined herein, if any, will have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, TAMU-CC and Ellucian entered into a Master Software License, Services and Maintenance Agreement ("Agreement") with an initial term of September 1, 2022 through August 31, 2027, with an option to extend the Agreement an additional five (5) year term thereafter;

WHEREAS, LIT desires to assume oversight and management of the Agreement on the effective date specified above; AND

WHEREAS, the Parties agree to the following:

1. Assignment.

As of the Effective Date, TAMU-CC for and on behalf of the TCC Members, assigns, transfers and conveys to LIT all of its administrative right, title, and interest as Contract Administrator in, to and under the Agreement, to include:

A. Documents.
   i. Electronic transmittal of executed Agreement;
   ii. Electronic transmittal of fully executed fiscal years 2024-2025 interagency cooperation contracts for services executed by the forty-four (44) TCC Members; and

B. Invoicing, Payment and Taxes.
   i. TAMU-CC shall provide LIT a copy of Ellucian's spreadsheet for fiscal years 2024-2025 evidencing each of the TCC Member's invoicing.
   ii. The Licensing and maintenance fees that TAMU-CC has collected from the TCC Members to pay Ellucian for fiscal years 2024-2025 shall be electronically transferred to LIT, minus TAMU-CC's administrative fees and

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costs of its oversight during the period of September 1, 2022 through final execution of this Assignment.

C. Transition.

i. A transition period ("Transition Period") will begin within one (1) week of the Effective Date and continue through April 12, 2024, which will allow time for TAMU-CC to transfer historical information, documentation, and pertinent working files to LIT in order for LIT to set up processes needed for contract administration. During said Transition Period, TAMU-CC will finalize open Order Forms and disputes and transfer Agreement documents past and present specific to the September 1, 2022 Agreement to LIT until all documents have been transferred within six (6) months of the effective date of this Assignment.

ii. TAMU-CC will continue the fiscal duties of collection and payments on behalf of TCC Members during the Transition Period up through April 12, 2024.

iii. Beginning April 13, 2024, LIT will assume all fiscal duties, collection of payments, and reporting (as applicable) on behalf of the TCC Members.

2. Assumption by Lamar Institute of Technology. LIT agrees to assume all liabilities and obligations of Contract Administrator under the Agreement upon the Effective Date.

3. Ellucian Consent. Ellucian, as the owner of the licensed software, agrees to assignment and assumption of the Agreement from TAMU-CC to LIT upon the Effective Date.

4. Further Acts. In connection with this Assignment, each Party agrees to provide such additional documentation and instruments and to perform such reasonable additional acts as may be necessary or appropriate to effectuate the assignment of the Agreement and the terms therein, as of the Effective Date.

5. Notices. Any notices required or permitted upon the Effective Date of this Assignment with regard to the Agreement, must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Lamar Institute of Technology:
Mary Wickland, CPA
Executive Vice President for Finance and Operations
P.O. Box 10043
Beaumont, Texas 77710
Telephone: (409) 247-4922
Email: mawickland@lit.edu

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Ellucian: General Counsel
4 Country View Road
Malvern, Pennsylvania 19355
Telephone: 800-223-7036
Email: jim.bennett@ellucian.com

With an electronic copy to: ask.legal@ellucian.com

6. Administrators of Agreement effective upon this Assignment:

Lamar Institute of Technology: Mary Wickland, CPA

Ellucian: Brad Parmer, Vice President, Sales

7. Miscellaneous Contract Provisions. Except as specifically modified by this Assignment, the Agreement will continue in full force and effect. Time is of the essence in the performance of this Assignment. This Assignment is the entire agreement of the parties relating to the assignment of the Agreement by TAMU-CC for and on behalf of TCC Members, Ellucian, and LIT.

EXECUTED by the authorized representatives of the parties below.

Texas A&M University – Corpus Christi

By: Jaclyn Mahlmann Digitally signed by Jaclyn Mahlmann Date: 2024.03.25 15:12:04 -05'00'
Jaclyn Mahlmann
Vice President for Finance & Administration
Dated: _____

Ellucian Company, L.P.

By: _____
Name: Zeesuon Park
Title: CAO
Dated: 03 / 21 / 2024

DZ Digitally signed by DZ Date: 2024.03.25 13:18:33 -05'00'

Lamar Institute of Technology

By: _____
Sidney Valentine, PhD
President
Dated: 3/25/24

Document Ref: K8GSM-UNAS8-7RB84-YRSGR

Signature Certificate

Reference number: K8GSM-UNAS8-7RB84-YRSGR

Signer	Timestamp	Signature
Zeesuon Park Email: zeesuon.park@ellucian.com		
Sent:	21 Mar 2024 14:59:59 UTC	
Viewed:	21 Mar 2024 15:52:24 UTC	
Signed:	21 Mar 2024 15:55:02 UTC	
Recipient Verification:		IP address: 149.24.100.1
✔Email verified	21 Mar 2024 15:52:24 UTC	Location: Reston, United States

Document completed by all parties on:
21 Mar 2024 15:55:02 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

ATTACHMENT D1
(as of May 21, 2024)

AVAILABLE SOFTWARE PRODUCTS

Section 1: Ellucian Proprietary Software
Section 2: Ellucian Proprietary Software that contains Third Party Software
Section 3: Third Party Software
Section 4: Ellucian Proprietary Software - Annually Licensed Software
Section 5: Ellucian Cloud Software

• - **NOTE: Pricing for certain products offered under the 2022 Master Agreement is based upon licensing metrics such as Enrollment, FTE, users, reports, seats, or other unit of measure (quantity-based) terms, and such licensing metrics will be identified in the applicable Order Form. Additional fees will apply for any such Software if the TCC Member exceeds the contracted quantity for such Enrollment, FTE, users, reports, seats, or other unit-of-measure. Ellucian will invoice TCC directly for overages and payment shall be made in accordance with the 2022 Master Agreement.**

SECTION 1: ELLUCIAN PROPRIETARY SOFTWARE

Discount of 40% off of the then-current List Price for perpetual licenses to Ellucian Proprietary Software, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 1 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner Student (includes EDI)
Banner Student Self-Service
Banner Faculty and Advisor Self-Service
Banner Financial Aid (note: this product requires FM Needs Analysis)
Banner Finance
Banner Finance Self-Service
Banner Human Resources
Banner Employee Self-Service
Banner Workflow
Banner Document Management Integration Component
Degree Works•
Degree Works Transfer Equivalency
Banner Data Defense Proprietary Code (note: this product is available only if TCC Member has licensed the required Oracle components separately) ‡
Banner Operational Data Store (ODS)
Banner Integration for eProcurement
Thomson Reuters International Tax Navigator Interface for Banner ‡
Ellucian's International Student and Scholar Management (ISSM) ‡
Ellucian's International Student and Scholar Management (ISSM) Multi-campus surcharge ‡
Ellucian's International Scholar Dossier ‡
Banner Document Retention (Note: Requires Banner Document Management and that either ApplicationXtender Web Services or ApplicationXtender Package be licensed)

SECTION 2: ELLUCIAN PROPRIETARY SOFTWARE THAT CONTAINS THIRD PARTY SOFTWARE

Discount of 40% off of the then-current List Price for the Ellucian Proprietary portions of Software listed as "Ellucian Proprietary Software that contains Third Party Software" based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure; the discount does not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 2 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner ePrint - Site License on a single server
Campus Receivables Collector

Ellucian CRM
Ellucian CRM Additional Server (License provides Ellucian and Microsoft licensing for a client to use an additional CRM Production or Non-Production server with Ellucian CRM Recruit and/or Ellucian CRM Advise) ‡

SECTION 3: THIRD PARTY SOFTWARE

TCC Members can purchase the following Third Party Software from Ellucian on an Order Form through this 2022 Master Agreement. The software discount used for Ellucian Proprietary Software does not apply to these Third Party solutions. Ellucian would negotiate with the respective TCC Member on the purchase price for the following Third Party software, services, and maintenance. Third Party Software products listed in Exhibit D, Attachment D1 include integration between Ellucian and the applicable third party product in order to (i) maintain compatibility or (ii) provide customization to work with Ellucian Proprietary Software. When licensed from Ellucian, Ellucian provides first tier support for the Third Party Software listed in this Attachment D1. Except for those products indicated by ‡ below, the products shown in this Section 3 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Automic Applications Manager (formerly known as Banner Enterprise Job Scheduler by UC4)•
Automic Applications Manager (SaaS) ‡
Automic Applications Manager (Term License)

Ellucian Chat (SaaS)
Ellucian Chat for CRM Solutions ‡

Ellucian Gift Matching 360 MatchPro for CRM Advance (SaaS)
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $100k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $500k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $1M Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – $1M+ Matching Gift Revenue ‡

Ellucian CRM Users (as applicable for Ellucian CRM Recruit, Ellucian CRM Advise, and/or Ellucian CRM Advance) (SaaS)•
Ellucian CRM Users (note: Recruit requires minimum of 6 Premium users) ‡
Ellucian CRM Premium Named User ‡
Ellucian CRM Standard Named User ‡
Ellucian CRM Lite (Light) Named User (not applicable for Ellucian CRM Advance) ‡
Team Member User ‡
Sales User ‡
Ellucian CRM Recruit SaaS Limited Group Device License – 10 Standard Users ‡

Ellucian Housing by Adirondack Solutions (SaaS)•
Ellucian Housing by Adirondack Solutions ‡
Ellucian Parking by Adirondack Solutions ‡

Ellucian Talent Management by NEOED (SaaS)•
Ellucian Talent Management Recruit and Onboard
Ellucian Talent Management Develop
Ellucian Talent Management eForms
Ellucian Talent Management Single Sign-On
Ellucian Talent Management Position Control – Flat File
Ellucian Talent Management New Hire Integration – Flat File
Ellucian Talent Management Class Spec – Flat File (FTP)
Ellucian Talent Management Employee Import
Ellucian Talent Management Course Management Integration
Ellucian Talent Management Course File Integration
Ellucian Talent Management Video Integration

Ellucian Travel and Expense Management Powered by Chrome River (SaaS)•
Ellucian Travel and Expense Management Powered by Chrome River – Expense Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Unlimited Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Folio Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Folio Reports ‡

EMC (Perpetual)
Banner Document Management•
Banner Document Management Enterprise License
Banner Document Management Standard License
Banner Document Management Enterprise License Uplift
ApplicationXtender Package•
ApplicationXtender Package 5 - 24 CC Users
ApplicationXtender Package 25-99 CC Users

ApplicationXtender Package 100 - 249 CC Users
ApplicationXtender Package 250 - 499 CC Users
ApplicationXtender Package 500+ CC Users
ApplicationXtender Test Package
ApplicationXtender Image Enhancer (Pegasus ScanFix)
ApplicationXtender Capture
ApplicationXtender Capture Package (formerly QuickScan Pro)
ApplicationXtender Image Capture (formerly ScanXtender)
ApplicationXtender Reports Management
ApplicationXtender Reports Management Package
Full-Text Indexing and Full Page OCR
ApplicationXtender xPLORE Full Text Server
ApplicationXtender xPLORE Full Text Client
ApplicationXtender OCR Server
ApplicationXtender Connector•
ApplicationXtender Connector - 5 CC User Pack
ApplicationXtender Connector - 25 CC User Pack
ApplicationXtender Connector - 75 CC User Pack
Banner Capture Standard Bundle (Server and Advanced Recognition). Includes Captiva Standard Server, Enterprise Export for EMC ApplicationXtender, Attended Client, Captiva ScanPlus Client [Standard], Reports, Captiva Advanced Recognition – 100,000 PPY, Captiva Invoice Capture
ScanPlus Clients
Attended Clients
Additional Server Volume – 100,000 PPY•
Server Volume + Advanced Recognition Volume – 100,000 PPY•
Standard Development/Test Server
Standard with Advanced Recognition Development/Test Server

ESM (SaaS)
Ellucian Purchase Powered by ESM ‡
Ellucian Supplier Powered by ESM ‡

Evisions Inc.
Argos
FormFusion
IntelleCheck

Five9 (SaaS)
Ellucian Telephony by Five9 100% Recording Subscription ‡
Ellucian Telephony by Five9 Administrator Subscription ‡
Ellucian Telephony by Five9 Geographic Redundancy Option Subscription ‡
Ellucian Telephony by Five9 Plus Adapter for Microsoft Dynamics CRM ‡
Ellucian Telephony by Five9 SIP Inbound Subscription Flat Rate ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (Five9 Backup) ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (No Backup) ‡
Ellucian Telephony by Five9 Supervisor Plus Subscription ‡
Ellucian Telephony by Five9 Supervisor Subscription ‡
Ellucian Telephony by Five9 VCC Agent Seat - Blended (Inbound & Outbound) ‡

Ellucian Telephony by Five9 sRTP Subscription ‡

ISE Enterprise Job Scheduler (SaaS)•
Enterprise Schedule
Banner Interface Module

Microsoft CRM (Perpetual)•
On-Premise Ellucian CRM Premium Named User ‡
On-Premise Ellucian CRM Standard Named User ‡
On-Premise Ellucian CRM Lite Named User ‡

Oracle (Perpetual/SaaS)•
Ellucian Banner Data Defense Bundle (Note: Ellucian Banner Data Defense Bundle includes Ellucian Banner Data Defense and Oracle Advanced Security) ‡
Oracle Advanced Security ‡
Oracle Audit Vault and Database Firewall ‡
Oracle Database Connector 3 ‡
Oracle Database Diagnostics Pack ‡
Oracle Database Enterprise Edition
Oracle Database Lifecycle Management Pack ‡
Oracle Database Integrator Enterprise Edition ‡
Oracle Database Standard Edition 2 ‡
Oracle Directory Integration Platform, Oracle Virtual Directory ‡
Oracle iAS Configuration Management Pack ‡
Oracle iAS Diagnostics Pack ‡
Oracle Identity and Access Management Suite ‡
Oracle Identity Manager Connector – Database User Management ‡
Oracle Internet Application Server Enterprise Edition ‡
Oracle Internet Developer Suite ‡
Oracle Identity Manager Connector - IBM Lotus Notes/Domino ‡
Oracle Management Pack for Identity Management ‡
Oracle Identity Manager Connector - Novell e-Directory ‡
Oracle Partitioning Option ‡
Oracle Programmer ‡
Oracle Real Application Clusters ‡
Oracle Tuning Pack ‡
Oracle WebLogic Server Management Pack Enterprise Edition ‡
Oracle WebLogic Suite ‡

SSD, Inc. (Software Services of Delaware, Inc.) (Perpetual)
Axiom
Axiom Web
OCR for AnyDoc

Bulk Email Sends (SaaS/Annual Licensed)•
Bulk Emails Sends (additional White List Emails) – available for CRM Solutions ‡

Address Cleanses/Address Validation (SaaS/Annual Licensed)•
Address Cleanses (additional Address Cleanses) – available for CRM Solutions ‡
Address Validation Global for CRM Solutions – Block(s) of 10,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 50,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 100,000 ‡
Address Validation US and Canada for CRM Solutions – Block(s) of 100,000 ‡

TouchNet (SaaS)
Ellucian Payment Center (without Merchant Services) ‡
Ellucian Payment Center w/EMV Client (with Merchant Services) ‡
Ellucian Payment Center w/EMV Client (without Merchant Services) ‡
Ellucian OneCard VIP by TouchNet ‡
Limited Ellucian Payment Center by TouchNet for Recruit – With Transaction Services ‡
Limited Ellucian Payment Center by TouchNet for Recruit – Without Transaction Services ‡

SECTION 4: ELLUCIAN PROPRIETARY SOFTWARE - ANNUALLY LICENSED SOFTWARE

The following Ellucian Proprietary Software are annually licensed products. The Software discount does not apply to annually licensed products. Ellucian will provide software discounts only as outlined in the notes below (if any). Except for those products indicated by ‡ below, the products shown in this Section 4 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

FM Needs Analysis
FM Need Analysis [1]

[1] No Software discount will be applied to FM Need Analysis and, in addition, the maintenance level for FM Need Analysis must match the maintenance level for the Banner Financial Aid Software.

SECTION 5: ELLUCIAN CLOUD SOFTWARE

Except as noted below, discount of 20% off Cloud Software listed in Section 5. See limitations provided for in Exhibit E. Products shown in this Section 5 are **not** available for Managed Cloud Services (hosting).

Banner SaaS•
Banner SaaS ERP Enterprise (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition, Workflow Enterprise, Analytics Starter Pack, Intelligent Learning Platform)
Banner SaaS Enterprise – Student and Finance
Banner SaaS Enterprise – Student and HR
Banner SaaS Enterprise – Student only
Banner SaaS ERP Essentials (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition)
Banner SaaS Essentials – Student and Finance
Banner SaaS Essentials – Student and HR

Banner SaaS Essentials – Student Only
Banner SaaS – Additional Non-Production Environment

Ellucian Analytics
Ellucian Analytics
Ellucian Analytics – CRM
Ellucian Ethos Data Access
Ellucian Ethos Data Access – Outbound Service
Ellucian Ethos Data Access – Additional Storage
Ellucian Analytics – Designer User (named user)•
Ellucian Analytics – Viewer User (named user)•
Ethos Integration Add-On Tenant

Ellucian CRM Advance
Ellucian CRM Advance
Ellucian CRM Advance Enterprise
Ellucian CRM Advance Enterprise Dedicated Cloud Environment
Ellucian CRM Advance Dedicated Database Cluster
Ellucian CRM Advance Database Backup Support
Ellucian CRM Advance Additional Organization
Ellucian CRM Advance Additional Non-Production Environment

Ellucian CRM Advise
Ellucian CRM Advise (CRM Ellucian CRM Advise subscription provides access to Ellucian CRM Advise in a cloud environment via two (2) CRM servers for Production and Non-Production and one (1) Asynchronous. 50 (Tiers 1-6), 100 (Tiers 7-10), 150 (Tiers 11-14), or 200 (Tiers 15-22) GBs of storage, data integration & synchronization with Banner, and Blackboard or Moodle Learning Management System, patches, and upgrades)
Ellucian CRM Advise Additional Non-Production Environment
Ellucian CRM Advise Database Backup Support

Ellucian CRM Recruit
Ellucian CRM Recruit (SaaS) (includes 250,000 white list emails; 100,000 address cleanses)•
Ellucian CRM Recruit Additional Constituency (annual subscription)
Ellucian CRM Recruit Additional Organization, Non-Production Only
Ellucian CRM Recruit Additional Web Front End
Ellucian CRM Recruit Additional Non-Production Environment
Ellucian CRM Recruit Database Backup Support

Ellucian CRM Users•
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User

Ellucian Elevate
Ellucian Elevate Essentials

Ellucian Elevate CE/WFD Pro
Ellucian Elevate CE/WFD Pro Plus
Ellucian Elevate Enterprise Edition
Use Your Own Merchant Account (with Elevate) [2]
Tracked Transaction SaaS Annual Subscription (includes 2,500 student program registrations)•
Additional Program Registration (once client goes over contracted registrations)•
Ellucian Elevate Additional Non-Production Environment
Ellucian Elevate Additional Production Environment
Additional Prepaid Registrations (for Essential, CE/WFD Pro, CE/WFD Pro Plus, Enterprise)

[2] The fee associated with this is not discountable.

Ellucian Experience •[3]
Ellucian Experience Foundation
Ellucian Experience Pro
Ellucian Experience Premium

[3] Ellucian offers separate pricing for a 3-year and a 5-year committed term.

Ellucian Intelligent Learning Platform•
Ellucian Intelligent Learning Platform inclusive of LMS connection to one of the following providers: Blackboard, Moodle, Canvas, or D2L
Additional LMS connections available for separate fees

Ellucian Smart Plan and Award
Ellucian Smart Plan
Ellucian Award

Ellucian Student Financial Success
AutoReconciliation
CampusCommunicator
CampusCommunicator Print
ClearCost Advanced
ClearCost Interactive
RaiseMe Enrollment
RaiseMe Retention
ScholarshipUniverse
ScholarshipUniverse for Community Colleges
ScholarshipUniverse – External Only
SponsoredScholar
StudentForms
VirtualAdvisor

Ellucian Workflow•
Ellucian Workflow Enterprise
Ellucian Workflow Enterprise – Additional Non-Production Environment

ellucian

AMENDMENT TO 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS AMENDMENT (the "Amendment") is made by and between the **State of Texas**, acting by and through **Lamar Institute of Technology** ("LIT"), an institution of higher education of the State of Texas, for and on behalf of the **Texas Connection Consortium** ("TCC"), and **Ellucian Company LLC** ("Ellucian"), and is effective as of the Execution Date defined herein.

WHEREAS, Ellucian and LIT's predecessor-in-interest (Texas A&M University Corpus Christi), for and on behalf of TCC, entered into a master agreement identified as the 2022 Master Software License, Services and Maintenance Agreement with an Effective Date of September 1, 2022 (the "Agreement" and/or the "2022 Master Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to clarify certain terms related to the manner by which fees will be allocated between the parties for purposes of invoicing and payment and to insert a new sample Order Form into the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. The Agreement is hereby amended by: deleting Section 7 of Attachment E1 (Certain Administrative Procedures and Administrative Fees Charged to TCC Members) and replacing same with the following new Section 7:

> 7. As consideration for the services performed for TCC Members by Contract Administrator, Contract Administrator shall charge the TCC Member(s) an administrative fee negotiated with the TCC advisory board and calculated to recover its costs as specified in the Interagency Contract and the 2022 Master Agreement. Recognizing that Contract Administrator must recover direct and overhead cost associated with the management of the 2022 Master Agreement, the mechanism for recovery is established through the inter-agency agreement discussed in Exhibit C and represents 2.75% of the annual Maintenance fees billed to the TCC Members and/or 2% of the fees payable (whether as a one time cost or on a recurring basis for subscription) for 3rd Party Software and Ellucian Proprietary Software, licensed on a perpetual, term (annual subscription), or cloud (SaaS) basis (including Banner SaaS). Contract Administrator administrative services will escalate each Contract Year not to exceed 103% of the prior Contract Year's fee. Amounts collected for administrative expenses from TCC Members that is in excess of the fee paid to Contract Administrator shall be expended under the advice of the TCC advisory board. The TCC advisory board shall ensure that all such sums are expended only for legitimate public purposes in conjunction with the TCC program for the benefit of the TCC Members. Consistent with Exhibit C hereto, the TCC advisory board will charge a one-time fee to all newly joining TCC Members utilizing the 2022 Master Agreement, which one-time fee will be due and payable by the TCC Members directly to Contract Administrator. This fee will be calculated based on 5% of the fee paid to Contract Administrator by the TCC Members for participating in the 2022 Master Agreement.
>
> For the convenience of the parties, the table below sets forth the breakdown of fees that will be invoiced by and payable between the respective parties to an Order Form in light of the administrative fees payable under Attachment E1 to Exhibit 1 of the 2022 Master Agreement and the discounts provided to TCC pursuant to Exhibit F to the 2022 Master Agreement:

Summary of the Breakdown of Fees Between Ellucian, TCC, and the TCC Member Pursuant to Exhibits E and F:

Type	Ellucian Share [1]	TCC Share [2]	TCC Admin Fee [3]	Invoice to TCC Member [4]
Proprietary Software	93%	7%	2%	102%
Proprietary Maintenance	64%	36%	2.75%	102.75%
Proprietary Cloud Software	98%	2%	2%	102%
Proprietary Software – Term License	64%	36%	2%	102%
3rd Party Software	99.75%	.25%	2%	102%
Banner SaaS Cloud Software	93%	7%	2%	102%

Notes to Summary:

[1] This "Ellucian Share" represents the fee that Ellucian will invoice to TCC, where the percentage is calculated from the sale price listed in an executed Order Form.

[2] This "TCC Share" represents additional fees which TCC will include, along with the Ellucian Share, in its invoice to the TCC Member, thus making up 100% of the sale price listed in an executed Order Form. Upon payment of the invoice by a TCC Member, the TCC Share will be retained by TCC for the purposes stated in Exhibit F of the 2022 Master agreement, including for purpose of funding the activities of the TCC Center.

[3] This "TCC Admin Fee" is an additional fee to be calculated from the sale price listed in an executed Order Form, which will be invoiced by TCC to the TCC Member and which fees, once paid by the TCC Member, will be retained by TCC as an administrative fee to cover TCC's direct and overhead cost associated with the management of the 2022 Master Agreement.

[4] This "Invoice to TCC Member" represents the full fee due under an executed Order Form plus the additional TCC Admin Fee payable by TCC Member, which fee shall be payable by TCC Member(s) in accordance with the payment terms of the 2022 Master Agreement and the applicable Order Form(s) as executed between the parties thereto.

2. The Agreement is hereby further amended by updating one of the sample Order Forms that may be executed by and between Ellucian, TCC, and/or one or more TCC Members in order to purchase Software, Services, and/or Maintenance Services under the terms of the Agreement. The new sample Order Form is attached hereto as Exhibit 1 and is incorporated herein by this reference.

3. This Amendment, together with the Agreement, supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

4. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

5. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement (including any prior amendments thereto) and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

Ellucian Company LLC		**Lamar Institute of Technology**	
By:	DAWN BRAJKOVICH	**By:**	Leanna Odom
	Authorized Signature		*Authorized Signature*
Name:	Dawn Brajkovich	**Name:**	Leanna Odom
	Printed		*Printed*
Title:	Sr. Director	**Title:**	VP for F&O/CFO Interim
Date:	04-15-2025	**Date:**	04-22-2025

The last date of signature above is the "Execution Date" of this Amendment.

TEXAS CONNECTION CONSORTIUM

ORDER FORM

LIT Control Number:	
TCC Member Name	[TCC Member Name (Institution)]
	("Client" or "the TCC Member")
Underlying Agreement:	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through **Lamar Institute of Technology** ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company LLC** ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in 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 required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

Software Term (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and Modification Maintenance Services): The "Software Term" shall mean the period commencing on the Beginning Date(s) and ending on the Expiration Date(s) as such dates are identified in the table(s) below. Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and/or Modification Maintenance Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date.

PERPETUAL SOFTWARE [1]	
Description	**Fee**
TOTAL LICENSE FEE:	**$**

SOFTWARE SUPPORT SERVICES [1]				
Description	**Maintenance Standard**	**Beginning Date**	**Expiration Date**	**Fee**
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)				**$**
TOTAL (for Contract Year ending August 31, 2026)				**$**
TOTAL (for Contract Year ending August 31, 2027)				**$**

TERM SOFTWARE & CLOUD SERVICES [1,2]				
Description	**Maintenance Standard**	**Beginning Date**	**Expiration Date**	**Fee**
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)				**$**
TOTAL (for Contract Year ending August 31, 2026)				**$**
TOTAL (for Contract Year ending August 31, 2027)				**$**

CLOUD SOFTWARE [1,2]			
Description	**Beginning Date**	**Expiration Date**	**Fee**
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)			**$**
TOTAL (for Contract Year ending August 31, 2026)			**$**
TOTAL (for Contract Year ending August 31, 2027)			**$**

PROFESSIONAL SERVICES [1,3]			
Description	**Quantity**	**Rate**	**Fee**
TOTAL PROFESSIONAL SERVICES			**$**

MODIFICATION MAINTENANCE SERVICES [1]			
Description	**Beginning Date**	**Expiration Date**	**Fee**
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)			**$**
TOTAL (for Contract Year ending August 31, 2026)			**$**
TOTAL (for Contract Year ending August 31, 2027)			**$**

Notes:

[1] For a description of the product details and applicable terms of service, see the Product Specifications at www.ellucian.com/contracts-and-documentation.

[2] The Contracted FTE applicable to this Software is [Contracted.FTE].

[3] For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, a Statement of Work may be attached hereto and/or may be downloaded using the following URL: [SOW.URL]

Contract Year. The term "Contract Year" means each period of twelve (12) months commencing on September 1 during the Software Term.

Invoicing. Ellucian's obligation to provide credits (if any) under this Order Form is conditioned upon Client remaining current on all fees payable under the Agreement. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice:

- on the Execution Date for license fees for Software licensed on a perpetual basis and for all Professional Services to be performed on a fixed fee basis;
- on an annual basis, in advance of each applicable Contract Year (consisting of twelve (12) consecutive months beginning September 1) during the Software Term for Software Support Services, Modification Maintenance Services, Software licensed under a Term License, Cloud Software, and/or Managed Cloud Services (fees for a partial initial Contract Year will be prorated depending upon the Execution Date); and
- 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 expenses and other applicable charges in accordance with the terms of the 2022 Master Agreement if Ellucian's performance of Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel expenses are included).

Payment Terms:

- **TCC Contract Administrator Fee.** Pursuant to the terms of the 2022 Master Agreement and interagency agreement(s) between LIT and the TCC Members, LIT shall charge an additional 2% administrative fee to the TCC Member(s) pursuant to the terms of Exhibit E, which fees are not stated in this Order Form but are nonetheless recoverable by TCC from the TCC Member.

- **Perpetual Software License Fees:** Ellucian will invoice LIT for the perpetual software license fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Term Software:** Ellucian will invoice LIT for the Term License subscription fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the annual Term License subscription fee amounts and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Cloud Software:** Ellucian will invoice LIT for the subscription fees and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Managed Cloud Services:** Ellucian will invoice LIT for Managed Cloud Services on an annual basis and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Modification Maintenance Services:** Ellucian will invoice the TCC Member for Modification Maintenance Services on an annual basis and the TCC Member will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement.

- **Time and Materials Services:** Ellucian will invoice the TCC Member monthly for all Professional Services time and materials on an as-incurred basis monthly in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Expenses and Other Charges:** Travel expenses are additional. As related to Professional Services, Ellucian will invoice the TCC Member monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Fixed Fee Services:** As related to Professional Services, Ellucian will invoice the TCC Member upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above). The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

- **Software Support Services Including Maintenance:**

  (a) For the Software described in the Software Support Services Table above, Ellucian's obligation to provide Maintenance and Client's obligation to make payment for such Maintenance shall each commence on the first day of the next month following the Execution Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from LIT for Maintenance fees for the initial full twelve (12) month period; however, if applicable, LIT shall

pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through the end of the partial, initial Contract Year.

(b) For each subsequent Contract Year through the Expiration Date, Maintenance fees, annual maintenance fee escalations, and Maintenance fee due dates will be in accordance with the terms and conditions to the 2022 Master Agreement.

(c) Ellucian will invoice LIT, the Contract Administrator, for the Maintenance fees and LIT shall pay to Ellucian each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the Maintenance fees. The TCC Member shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

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. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

ELLUCIAN	**LAMAR INSTITUTE OF TECHNOLOGY** (fiscal agent for the Texas Connection Consortium)
By:	**By:**
Authorized Signature	*Authorized Signature*
Name:	**Name:**
Printed	*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 [Validity.Date].

CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs LIT to enter this order to Ellucian. TCC Member is responsible for making all payments as requested by LIT in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between LIT and TCC Member.

TCC MEMBER	
[TCC Member Name (Institution)]	[Client.Number] - [Opp.Number] - [Today's Date (MMDDYY)]

[Preparer's Initials]

NAME OF INSTITUTION: [TCC Member Name (Institution)]
For TCC Member Use: Purchase Order Reference Number (if applicable):
By: _____
Authorized Signature
Name: _____
Printed
Title: _____
Date: _____

Client's Billing Contact Information appears below.

Client Accounts Payable Contact Information:	**Client Cloud Software Provisioning Contact Information:**
Name:	**Name:**
Address:	**Title:**
City, State, Zip:	**Email:**
Email Address:	
PO# (if applicable)	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
USDU7-WJADB-XO32J-NDDF7

DOCUMENT COMPLETED BY ALL PARTIES ON
22 APR 2025 18:34:30 UTC

SIGNER	TIMESTAMP	SIGNATURE
DAWN BRAJKOVICH EMAIL DAWN.BRAJKOVICH@ELLUCIAN.COM	SENT 15 APR 2025 19:35:40 UTC VIEWED 15 APR 2025 19:51:02 UTC SIGNED 15 APR 2025 19:51:23 UTC	 IP ADDRESS 149.24.24.1 LOCATION WEST CHESTER, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 15 APR 2025 19:51:02 UTC	
EMAIL JLSHEPPARD2@LIT.EDU	SENT 15 APR 2025 19:35:40 UTC VIEWED 16 APR 2025 14:01:57 UTC SIGNED 22 APR 2025 18:34:30 UTC	 IP ADDRESS 204.153.35.125 LOCATION BEAUMONT, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 16 APR 2025 14:01:57 UTC	

SECOND AMENDMENT TO 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") is made by and between the **State of Texas**, acting by and through **Lamar Institute of Technology** ("LIT"), an institution of higher education of the State of Texas, for and on behalf of the **Texas Connection Consortium** ("TCC"), and **Ellucian Company LLC** ("Ellucian"), and is effective as of the Execution Date defined herein.

WHEREAS, Ellucian and LIT's predecessor-in-interest (Texas A&M University Corpus Christi), for and on behalf of TCC, entered into a master agreement identified as the 2022 Master Software License, Services and Maintenance Agreement with an Effective Date of September 1, 2022 (the "Agreement" and/or the "2022 Master Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to add Austin Community College District as a TCC Member (as such term is defined in the Agreement).

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. The Agreement is hereby amended by: deleting Attachment C1 (TCC Members) to Exhibit C of the Agreement and replacing same with the updated Attachment C1 attached hereto as Exhibit 1.

2. This Amendment, together with the Agreement, supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

3. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

4. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement (including any prior amendments thereto) and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

Ellucian Company LLC	**Lamar Institute of Technology**
By: DAWN BRAJKOVICH	**By:** Leanna Odom
Authorized Signature	*Authorized Signature*
Name: Dawn Brajkovich	**Name:** Leanna Odom
Printed	*Printed*
Title: Sr. Director	**Title:** Interim Vice President for F&O/CFO
Date: 06 / 16 / 2025	**Date:** 06/16/2025

The last date of signature above is the "Execution Date" of this Amendment.

EXHIBIT 1
UPDATED ATTACHMENT C1 TO EXHIBIT C

ATTACHMENT C1
TCC Members

Below is a listing of TCC Members, current as of the Effective Date of the Second Amendment to the 2022 Master Agreement.

TCC will have the right, from time to time and only on a prospective basis, to add TCC Member(s) to Attachment C1 by notifying Ellucian of the intent to change the list of TCC Members; Ellucian will work with TCC to update this Attachment C1 in response to such notice from TCC. TCC will have also the right, from time to time and only on a prospective basis, to delete TCC Member(s) from Attachment C1 in any instance in which the applicable TCC Member(s) has/have given notice to TCC and Ellucian of such TCC Member(s)' intent to drop Software Support Services for all Ellucian Software licensed under this Agreement or any prior master terms and conditions agreement between TCC (including the TCC Members) and Ellucian. Following Ellucian's receipt of the notice contemplated above, the withdrawing TCC Member(s) shall continue as participating member(s) only until the earlier of (a) such time as Ellucian and TCC, working together, execute a written agreement or exchange emails confirming the removal of the withdrawing TCC Member(s) and providing for insertion of an updated Attachment C1 that will supersede this Attachment C1 or (b) such time as the TCC Member has cancelled all Software licensed under all of its Order Forms. Once the updated Attachment C1 has been given effect by Ellucian and the TCC Member has cancelled all Software licensed under all of its Order Forms, whichever occurs first, such withdrawing TCC Member(s) shall thereafter have no further right to purchase Software or services under this 2022 Master Agreement. The withdrawing TCC Member(s) shall remain liable for payment of Software Support Services fees as provided in Section 2(c) of Exhibit A and Section 5 of Exhibit F.

1	Alamo Community College District	24	Texas A&M University – Corpus Christi
2	Angelo State University	25	Texas A&M University – Kingsville
3	Blinn College	26	Texas A&M University – San Antonio
4	Collin College	27	Texas A&M University – Texarkana
5	El Paso Community College	28	Texas Southern University
6	Lamar Institute of Technology	29	Texas State University – San Marcos
7	Lamar State College – Orange	30	Texas State University System Office
8	Lamar State College – Port Arthur	31	Texas Tech University System
9	Lamar University – Beaumont	32	Texas Tech University
10	Laredo Community College	33	Texas Tech University Health Science Center
11	Midwestern State University	34	Texas Tech University Health Science Center – El Paso
12	Prairie View A&M University	35	Tyler Junior College
13	Sam Houston State University	36	University of Houston (Downtown)
14	San Jacinto Community College District	37	University of Texas – El Paso
15	South Texas College	38	University of Texas – Rio Grande Valley
16	Stephen F. Austin State University	39	University of Texas – San Antonio
17	Sul Ross State University	40	University of Texas Southwestern Medical Center - Dallas
18	Tarleton State University	41	Victoria College
19	Texas A&M Health Science Center	42	Wharton County Junior College
20	Texas A&M International University	43	Texas A&M System Office

21	Texas A&M University	44	Texas Division of Emergency Management
22	Texas A&M University – Central Texas	45	Austin Community College District
23	East Texas A&M University		

Second Amendment to TCC 2022 Master Software License Services and Maintenance Agreement (060425) redline

Final Audit Report 2025-06-16

Created:	2025-06-16
By:	Kim Tran (ktran4@lit.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAARTF74db-r6hsQJTlSHm3_GlTxL9jyXr8

"Second Amendment to TCC 2022 Master Software License Services and Maintenance Agreement (060425) redline" History

Document created by Kim Tran (ktran4@lit.edu)
2025-06-16 - 1:34:29 PM GMT- IP address: 68.206.33.64

Document emailed to Leanna Odom (lodom@lit.edu) for signature
2025-06-16 - 1:37:15 PM GMT

Email viewed by Leanna Odom (lodom@lit.edu)
2025-06-16 - 4:10:21 PM GMT- IP address: 104.47.59.254

Document e-signed by Leanna Odom (lodom@lit.edu)
Signature Date: 2025-06-16 - 4:10:42 PM GMT - Time Source: server- IP address: 204.153.35.125

Agreement completed.
2025-06-16 - 4:10:42 PM GMT

Adobe Acrobat Sign

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JO3YG-3ECFU-UWWKJ-IMQBY

DOCUMENT COMPLETED BY ALL PARTIES ON
16 JUN 2025 20:27:02 UTC

SIGNER	TIMESTAMP	SIGNATURE
DAWN BRAJKOVICH EMAIL DAWN.BRAJKOVICH@ELLUCIAN.COM	SENT 16 JUN 2025 16:24:51 UTC VIEWED 16 JUN 2025 20:26:29 UTC SIGNED 16 JUN 2025 20:27:02 UTC	 IP ADDRESS 149.24.25.1 LOCATION MALVERN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
16 JUN 2025 20:26:29 UTC

MANAGED SERVICES ORDER FORM

ELLUCIAN COMPANY LLC
2003 Edmund Halley Drive
Suite 500
Reston, VA 20191
("Ellucian")

and

TEXAS SOUTHERN UNIVERSITY
3100 Cleburne Street
Houton, Texas 77004
("Client" or "TCC Member")

WHEREAS, the State of Texas, acting by and through Lamar Institute of Technology ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and Ellucian entered in the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended (collectively, the "Agreements");

WHEREAS, Client desires to purchase certain information technology management and leadership services from Ellucian in support of Client's initiatives in the information technology and related areas; and

WHEREAS, Ellucian desires to provide the information technology management and leadership services described herein in accordance with the Agreements and the terms and conditions hereinafter set forth; and

WHEREAS, the Agreements are hereby incorporated by reference. In the event of any conflict or inconsistency between the terms of Agreements and this Managed Services Order Form (the "Order Form"), the terms of the Order Form shall control.

THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Order Form.

   1.1 Reserved

   1.2 "Ellucian Employees" means all Ellucian employees assigned to render Services under this Order Form.

   1.3 Reserved

   1.4 "Services" means the Managed Services that Ellucian is to provide to Client pursuant to the Statement of Work (or "SOW") attached hereto in Exhibit A and for the remuneration otherwise provided for in the payment schedule attached hereto in Exhibit B, or a correlating amendment to the Order Form.

2. **Statement of Work; Term; Additional Services.**

2.1 Statement of Work. Ellucian agrees to provide to Client the Services identified in the SOW attached hereto in Exhibit A, for the additional fees set forth in the attached Exhibit B, on the terms and conditions set forth in the Agreement as modified by this Order Form.

2.2 Term. The term of this Order Form (the "Order Form Term") will commence on the "Order Form Commencement Date" of **January 1, 2027** and, unless sooner terminated as provided herein or in the Agreement, will end at 5:00 PM local time at the Client's location on the "Order Form Expiration Date" of **December 31, 2028**

Notwithstanding anything in the Agreement to the contrary, except in the case of a termination for material breach, the Order Form Term is for the period beginning on the Order Form Commencement Date and will continue, and remain in full force and effect, until the Order Form Expiration Date in accordance with its terms; and nothing herein or in the Agreement will be deemed to allow Client to terminate this Order Form, or any of the Services identified in the SOW, prior to the Order Form Expiration Date, as applicable.

2.3 Growth in Services. If Additional Services are required or requested, then Ellucian and Client will confer as to the extent of Additional Service, and adjustment of existing Services which may be required or caused by the Additional Services, and agree upon a fee to be charged for the Additional Services, if any, prior to Ellucian being obligated to provide such Additional Services. No Additional Services will be provided, nor will Ellucian be required to provide Additional Services in the absence of a written amendment to this Order Form.

4. **Services ;Payment Terms.** Fees for Services are provided for in Exhibit B, attached hereto. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

5. **Services Warranty; Disclaimer of Warranties.** Ellucian will render the Services under this Order Form in a professional and workmanlike manner and in accordance with standards of performance generally accepted in the information technology industry. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ELLUCIAN MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SERVICES, ANY WORK PRODUCT RESULTING FROM ANY SERVICES AND/OR ANY OTHER MATTER RELATING TO THIS ORDER FORM, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL ELLUCIAN BE LIABLE, WHETHER CONTRACTUALLY OR IN TORT, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER FORM OR ELLUCIAN'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ADDITIONALLY, IN NO EVENT WILL ELLUCIAN'S LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY ELLUCIAN FROM CLIENT DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO ELLUCIAN'S LIABILITY FOR DIRECT DAMAGES (OR, IF THIS ORDER FORM WILL HAVE BEEN IN EFFECT LESS THAN THREE (3) MONTHS, SUCH SHORTER PERIOD AS THIS ORDER FORM WILL HAVE BEEN IN EFFECT). CLIENT ACKNOWLEDGES THAT ELLUCIAN HAS SET ITS FEES AND ENTERED INTO THIS ORDER FORM IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF DAMAGES SET FORTH ABOVE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7. **Independent Contractor.** It is understood and agreed that Ellucian and each Ellucian employee are acting as independent contractors in performance of its obligations hereunder. Nothing herein contained will be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Ellucian and Client, or between any employee of Ellucian and Client. Both parties acknowledge that Ellucian is not an employee for state or federal tax purposes or for any other purpose. Ellucian and Ellucian employees will retain the right to perform services for others during the Order Form Term.

8. **Dispute Resolution Procedure.** Any dispute arising under or relating to this Order Form shall be resolved in accordance with the dispute resolution provisions set forth in the 2022 Master Agreement, which are incorporated herein by reference and shall govern notwithstanding anything to the contrary in this Order Form

9. **Non-Solicitation.**

9.1 Non-Solicitation by Client; Hiring Fee. During the Order Form Term, Client will not, without Ellucian's prior written consent (which consent may be withheld at Ellucian's sole discretion), seek to enter, negotiate with the intent to enter, or enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract, and whether oral or written) with any Ellucian Employee or former Ellucian Employee, whereby the Ellucian Employee/former Ellucian Employee would provide to Client all or part of the Services provided by Ellucian to Client under this Order Form.

Upon termination of this Order Form, and continuing for a period of one (1) year after the termination of this Order Form, Client will pay to Ellucian a one-time fee upon entering into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract, and whether oral or written) with a Ellucian Employee/former Ellucian Employee, whereby the Ellucian Employee/former Ellucian Employee would provide to Client all or part of the services provided by Ellucian to Client under this Order Form. The one-time fee will be equal to twenty-five percent (25%) of the initial annual base salary to be paid by Client to the Ellucian Employee/former Ellucian Employee.

9.2 Non-Solicitation by Ellucian. Beginning on the Order Form Commencement Date and continuing for a period of one (1) year after the expiration or termination of this Order Form, Ellucian will not, without Client's prior written consent (which consent may be withheld at Client's sole discretion), enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract) with (i) any Client Employee or former employee, or (ii) any person, firm, corporation or enterprise by which the Client Employee is employed or with which such Client Employee is affiliated (including, but not limited to, as a consultant, shareholder, partner, officer or director) ("Client Employee's New Firm"), whereby the Client Employee or Client Employee's New Firm would provide services to Ellucian, or another on behalf of Ellucian.

In the event of a breach of the provisions of this Section 9.2, Client may take any and all remedies at law or in equity to enforce the provisions of this Section 9.2, including, but not limited to, seeking injunctive relief to enforce adherence to the provisions of this Section 9.2. The parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violation of the provisions of this Section 9.2 and a remedy at law may not be adequate, and therefore Client may seek injunctive relief without having first to seek a remedy at law.

10. **Subcontracting.** Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies and/or third parties to perform some or all of the Services described in this Order Form, provided, however, that: (i) Ellucian will not be relieved of any duty, responsibility or liability under this Order Form by

reason of any such subcontracting, and (ii) Ellucian will at all times remain responsible to Client for the performance of the Services under this Order Form.

11. **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 . The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this , the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

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

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before December 31, 2026

Ellucian		**Client**	
By:	_____	**By:**	_____
	Authorized Signature		*Authorized Signature*
Name:	_____	**Name:**	_____
	Printed		*Printed*
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Client
Accounts Payable Contact Information

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

Purchase Order #:
(if applicable) _____

Exhibits Attached:

Exhibit A – Statement of Work
Exhibit B – Annual Fees, Payment Schedule;

EXHIBIT A: STATEMENT OF WORK

Statement of Work (SOW): Ellucian Managed Services

This Statement of Work (SOW) defines the scope, deliverables, responsibilities, and performance expectations for a Managed Services Modernization Pod engagement delivered through Ellucian Managed Services (EMS). The Managed Services Modernization Pod shall provide coordinated advisory, design, build, and remediation services in support of the Client's ERP modernization initiative. The engagement shall be staffed and led as an integrated delivery construct comprised of a Strategic Engagement Manager, an Enterprise and Solution Architects, functional consultants, and technical delivery resources, as applicable, to develop and execute an enterprise modernization plan aligned to institutional priorities, operational requirements, and SaaS platform capabilities. These Services supplement the implementation services provided under Client's applicable Modernization Order Form and implementation Statement of Work. The Managed Services Modernization Pod provides additional advisory, architectural, development, and modernization support services through EMS during Client's modernization initiative. These Services are intended to complement, and do not replace, modify, or expand the implementation services, implementation deliverables, or implementation milestones described in the applicable implementation Statement of Work.

1. Oversight and Coordination

Ellucian shall provide oversight and coordination services through a Strategic Engagement Manager as the lead project manager supported by an Enterprise Solutions Architect. Together, these roles shall coordinate the development and execution of the Client's enterprise modernization plan in support of the implementation services being delivered pursuant to the applicable implementation Statement of Work, across the Client's enterprise, including scope alignment, milestone planning, stakeholder coordination, dependency management, risk tracking, and issue escalation.

These services shall include the facilitation of modernization planning sessions, design reviews, status reporting, and decision support across business and technical stakeholders. Ellucian shall maintain an integrated view of work efforts across the modernization pod and shall coordinate activities such that the sequencing of work remains aligned to the Client's priorities, implementation readiness, and enterprise considerations. In support of this work effort, Ellucian will leverage the EDCC (Enterprise Delivery Command Center) and other internal delivery governance methodologies to

provide centralized visibility, governance, and coordination across workstreams, enabling proactive dependency management, risk mitigation, and alignment of delivery milestones with overall program objectives.

Ellucian may utilize commercially reasonable collaboration, document management, and knowledge-sharing tools (including Box or successor technologies) as the centralized repository for the storage and management of project-related recordings, client documents, and supporting artifacts. All materials will be organized in a structured manner to support appropriate access, version control, and traceability. Ellucian will maintain access permissions in alignment with agreed-upon governance and security standards, ensuring that only authorized stakeholders can view or modify content. Recordings (if any) of project meetings, key decisions, and deliverables will be retained for the duration of the engagement, unless otherwise agreed, to support knowledge continuity, auditability, and reference for ongoing and future activities.

1.1. Deliverables

Deliverable	Description	Frequency/Timeline
ERP Modernization Program Plan	Utilizing the overall Ellucian modernization plan, capture the customer side enterprise plan scope, objectives, assumptions, sequencing, dependencies, milestones, and governance structure.	Initial setup; updated as needed
Integrated Project Schedule	Consolidated schedule reflecting activities across solution design, development, testing, remediation, and deployment.	Initial setup; maintained weekly
Governance and Decision Log	Record of meetings, action items, key decisions, approvals, and unresolved items requiring escalation.	Ongoing
Risk and Issue Register	Centralized log of project risks, issues, mitigation actions, owners, and escalation status.	Ongoing; reviewed regularly

Deliverable	Description	Frequency/Timeline
Stakeholder Status Reporting	Progress updates summarizing accomplishments, upcoming activities, risks, dependencies, and decisions required.	Monthly
Readiness and Coordination Materials	Agendas, action trackers, planning documents, and coordination artifacts supporting execution.	Ongoing

2. Extensibility Development

Ellucian shall provide extensibility development services led by the Enterprise Solutions Architect and supported by appropriate functional and technical resources. Such services shall include broad functional business process review such that end-to-end campus considerations are identified, documented, and incorporated into enterprise planning and solution design.

Ellucian shall coordinate with functional consultants and other subject matter resources to design and build SaaS extensibility solutions in support of the Client's modernization initiative. These services may include requirements elicitation, process mapping, future-state design, solution configuration guidance, backlog refinement, build coordination, and validation of proposed extensibility approaches to ensure alignment with business requirements, platform capabilities, and supportability expectations.

2.1. Deliverables

Deliverable	Description	Frequency/Timeline
Functional Process Review Findings	Documentation of current-state and future-state business processes, pain points, and modernization opportunities.	Per functional area or initiative
Extensibility Design Blueprint	Detailed design for extensibility requirements, including business rules, workflows, inputs, outputs, and dependencies.	Per initiative

Deliverable	Description	Frequency/Timeline
Requirements Traceability Matrix	Cross-reference of business requirements to design decisions, build items, and validation outcomes.	Updated throughout design and build
Functional Design Specifications	Detailed functional specifications supporting the development of extensibility solutions.	Per deliverable
Build Support Artifacts	Backlog items, solution notes, design decisions, and validation checkpoints supporting implementation.	Ongoing

3. Integration Modernization

Ellucian shall design and develop a modern integration landscape using SaaS-safe tooling on the Ellucian Student platform. Such services shall leverage both productized integrations and best-practice localized integrations, as appropriate, to encourage a well-connected enterprise architecture that supports secure, scalable, and maintainable data exchange.

Ellucian shall assess the existing integration environment, define the target integration architecture, identify appropriate interface patterns, and develop integrations that support the Client's operational and modernization requirements. Services may include interface analysis, mapping, transformation logic, error handling, monitoring, testing support, deployment coordination, and production readiness activities. Ellucian shall not be responsible for the operation or modification of third-party solutions except to the extent expressly required for integration development under this SOW.

Ellucian will support the Client in configuring the Client's application environment appropriately to support integration development activities, including establishing secure connectivity to development tools such as Microsoft Visual Studio (or equivalent) integrated development environments (IDEs). This connectivity will enable efficient design, development, testing, and deployment of integrations in alignment with agreed architectural and security standards.

Ellucian will leverage modern development practices and tools to accelerate delivery and improve quality, including the use of artificial intelligence capabilities made available

through Ellucian-licensed providers (e.g., internally approved artificial intelligence technologies made available through Ellucian or its authorized providers such as Claude, GPT, or similar technologies). These AI tools may be utilized to assist with code development, documentation, data transformation logic, and troubleshooting, while adhering to applicable data privacy, security, and governance requirements. Any use of AI by Ellucian will be consistent with enterprise standards and will not expose sensitive Client data beyond approved and secured environments.

3.1. Deliverables

Deliverable	Description	Frequency/Timeline
Functional Process Review Findings	Documentation of current-state and future-state business processes as visualized through Ellucian's capability model, pain points, and modernization opportunities.	Per functional area or initiative
Extensibility Design Blueprint	Detailed design for extensibility requirements, including business rules, workflows, inputs, outputs, and dependencies.	Per initiative
Requirements Traceability Matrix	Cross-reference of business requirements to design decisions, build items, and validation outcomes.	Updated throughout design and build
Functional Design Specifications	Detailed functional specifications supporting the development of extensibility solutions as visualized through Ellucian's capability model.	Per extensibility solutions
Build Support Artifacts	Backlog items, solution notes, design decisions, and validation checkpoints supporting implementation.	Ongoing

4. Reporting Strategy & Remediation

Ellucian shall assess, recommend, and develop a modern reporting solution best leveraging the combined Ellucian Insights and other Client reporting environments. Such services shall include the evaluation of current reporting assets, identification of obsolete or duplicative reports, prioritization of remediation needs, and development of reports aligned to new data structures resulting from the modernization effort.

Ellucian shall perform report writing and remediation activities necessary to rewrite reports against the new data structures, including operational, analytical, and compliance-related reporting as required. Ellucian shall coordinate with business owners to validate reporting requirements, confirm intended outputs, and encourage reporting solutions that are supportable, accurate, and aligned to the Client's target-state reporting strategy.

4.1. Deliverables

Deliverable	Description	Frequency/Timeline
Functional Process Review Findings	Documentation of current-state and future-state business processes as visualized through Ellucian's capability model, pain points, and modernization opportunities.	Per functional area or initiative
Extensibility Design Blueprint	Detailed design for extensibility requirements, including business rules, workflows, inputs, outputs, and dependencies.	Per initiative
Requirements Traceability Matrix	Cross-reference of business requirements to design decisions, build items, and validation outcomes.	Updated throughout design and build
Functional Design Specifications	Detailed functional specifications supporting the development of extensibility solutions.	Per deliverable
Build Support Artifacts	Backlog items, solution notes, design decisions, and validation checkpoints supporting implementation.	Ongoing

5. Ellucian Lifeline; Connectivity, Licenses, and Ownership

The Ellucian Lifeline provides secure remote access for infrastructure management services. Lifeline addresses the particular needs of the Client in the areas of ERP support, and problem resolution by providing a secure communication pathway for local and remote support staff into the Client's network.

Ellucian's Support Operations Staff will work with the site management team and appropriate security staff to define those user rights that are to be granted to the various support groups. All authorized access is based on group settings in an Active Directory server located at the Ellucian facility.

5.1. General Responsibilities

Ellucian will:

- Provide necessary hardware and/or software to enable Lifeline service.
- Work with site staff to deploy and connect Lifeline appliance or application to Client's network.
- Work with Client staff to define those user rights that are to be granted to the engaged support services.
- Maintain hardware and device operating systems, patches, and upgrades including preliminary testing of all patches and upgrades in a test environment before deployment to production environments.
- Provide for user provisioning and de-provisioning centrally.
- Monitor the Lifeline appliance or application on a 24x7 basis for availability.

5.2. Licenses, Ownership and Responsibilities

Lifeline and all its elements will remain the property of Ellucian. Client will have no right, title or interest therein except the limited rights of access and use as specified above. All repairs made to the Lifeline appliance are the responsibility of Ellucian. Client will provide Ellucian with physical access to supported equipment as needed for onsite activities. Client will allow required firewall configuration changes for Lifeline appliance authentication and access.

6. Resourcing Allocations and Scope

Ellucian shall provide staffing resources as outlined in the table below. Total resource allocation represents resource delivery capacity for all service types within the annual financial commitment between Ellucian and Client as of the execution date of this SOW.

For clarity, resource allocations represent available delivery capacity and not dedicated named personnel. Ellucian may assign, replace, rotate, or supplement personnel possessing comparable qualifications to perform the Services. Resource capacity may be allocated across the Services described in this SOW based upon Customer priorities, implementation sequencing, and mutual planning.

To a contract average of 4.6 FTE per year.

Resource Type
General Manager Serves as the executive partner throughout entire engagement.
Strategic Engagement Director Serves as the senior-most customer engagement leader. Provides overall project management oversight and delivery. Responsible for the successful utilization of resource allocations on behalf of customer success.
Enterprise Architect Engaged in advance to define target-state enterprise architecture, roadmap, and alignment with enterprise strategies. During implementation, validates design decisions, ensures architectural compliance, and supports security and scalability planning. Post-go-live, oversees refinement, integration maturity, and long-term architectural alignment.
Solutions Architect Serves as the senior-most solution leader with the Client. Designs the implementation of technology solutions that meet business needs, ensuring systems are scalable and aligned with organizational goals.
Functional Business Consultant Assist the Client with refinement of their business processes and optimization of the administrative solution configurations to more closely align with institutional goals and objectives.
Enterprise Application Developers Provides enterprise application development and report development in support of the transition to Ellucian Student.

Ellucian may use multiple individuals, as well as any combination of remote delivery locations, to fulfill the allocated roles. In this regard, so long as the level of service is not materially affected, Ellucian reserves the right to change the mode of delivery of services being provided under this SOW. Ellucian may use a combination of remote services, leveraged services, centralized services, and onsite services to provide the services described under this SOW. Ellucian is not committing to retain personnel on the Client's site, and the parties acknowledge that, with evolution of technology, it may become expedient to provide services using any or all of the previously described modes of service

delivery.

7. General Service Conditions & Agreements

The following conditions outline general service delivery conditions.

7.1. Overall Conditions

- All service deliverables and outcomes depend on timely Client cooperation, decisions, access, and information.
- Work outside defined and agreed scope must be mutually agreed in writing.
- Client and Ellucian will jointly prioritize requested activities throughout the engagement. Where requested activities exceed available resource capacity, Ellucian may recommend reprioritization based upon implementation milestones, project dependencies, and modernization objectives.
- Requests that expand the Services described in this SOW or exceed the allocated resource capacity shall require the parties' mutual written agreement.
- The Client retains all responsibility for data accuracy, business rules, institutional policy, and regulatory compliance.
- Ellucian may deliver services through remote, onsite, or blended teams.
- Ellucian is not a "third-party servicer" as defined by the United States Department of Education and so Ellucian does not perform business process operations associated with financial aid.
- Ellucian will not act as an agent of the institution by making decisions on behalf of the institution or making submissions of data or reports, to third-party or government agencies.
- Ellucian will not interpret regulatory or legal requirements.
- Without limitation, the following tasks are specifically excluded from Ellucian's services:
    - For financial aid: any tasks that update student records manually, in batch, and/or via scripts or job schedulers (for example: awarding, packaging, disbursement, grouping, batch posting, etc.) in a production environment.

- For finance and accounts receivable: any tasks that update financial records manually, in batch, and/or via scripts or job schedulers in a production environment.
- For payroll: running the payroll process in a production environment.

- Ellucian will not receive nor distribute funds on behalf of the Client. For example, financial aid awarding, cashiering and payroll.

- Unutilized hours within the daily, monthly, annual allocation do not carry over to subsequent terms. To maximize value, Clients are encouraged to plan and utilize resourcing hours within the designated month of the given term.

7.2. Client Responsibilities

The Client shall designate appropriate executive sponsors, operational leads, functional subject matter experts, and technical points of contact with authority to participate in planning, review, and decision-making activities necessary to support timely delivery.

The Client shall provide timely access to relevant personnel, business process documentation, system information, reporting requirements, data definitions, integration details, security prerequisites, and other materials reasonably required by Ellucian to perform the services described in this SOW. The Client shall also ensure that such information is complete and accurate to the best of its knowledge.

The Client shall review deliverables, provide feedback, make decisions, and approve required changes within timeframes sufficient to avoid undue delay to the project schedule. Delays in customer review, approval, or decision-making may affect delivery sequencing, resource utilization, and milestone completion.

The Client shall participate in workshops, validation sessions, testing activities, and readiness reviews as reasonably required to confirm that delivered solutions meet business requirements and are suitable for production use. The Client shall designate personnel with the appropriate functional and technical knowledge to support such activities.

The Client shall remain responsible for institutional policies, business rules, compliance obligations, data stewardship, and final operational decisions related to its enterprise systems and reporting environment. Ellucian shall provide advisory, design, configuration, development, and remediation services, as set forth herein, but shall not assume responsibility for institutional governance, legal interpretation, or regulatory decision-making.

The Client shall maintain the technical and operational prerequisites necessary for Ellucian to perform the services, including access credentials, environments, connectivity, security approvals, and any required third-party coordination under Client control. Where dependencies exist outside of Ellucian's direct control, the Client shall reasonably support their resolution.

Note: All deliverables, timelines, and metrics will be tailored to the specific needs, size, and strategic priorities of the Client. Regular reviews and adjustments are recommended to ensure ongoing alignment and value realization.

EXHIBIT B – ANNUAL FEES, PAYMENT SCHEDULE

Month	FY 2027	FY 2028
January	$73,192	$73,192
February	$73,192	$73,192
March	$73,192	$73,192
April	$73,192	$73,192
May	$73,192	$73,192
June	$73,192	$73,192
July	$73,192	$73,192
August	$73,192	$73,192
September	$73,192	$73,192
October	$73,192	$73,192
November	$73,192	$73,192
December	$73,192	$73,192
Total	**$878,304**	**$878,304**

Notes:
A) The fees expressed above are for services provided during the period starting January 1, 2027 through December 31, 2028.

B) Fees are payable in monthly installments. Except for the first month's payment which is due with the execution of this Order Form, all monthly payments shall become due upon the 1st of the month indicated the table above.

C) All Fees include all out-of-pocket expenses incurred by Ellucian for performance under the Order Form.

Your Technical Modernization

A Discussion with Texas Southern University

Chris McLaren
Account Executive

August 4, 2026



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Agenda

- Introductions / Executive Sponsor (Josh Rice)
- Business Transformation (Joey Su)
- Change Enablement & Adoption/Transition Support (Joey Su)
- Project Timeline (Joey Su)
- TSU Resource/Staffing Allocation (Joey Su)
- Customer Modernization POD (Christi Segal)
- Technical Modernization – Overview (Zoran Kovacevic)
- Pricing (David Denig/Brad Parmer)

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Business Transformation

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Outcomes Aligned with Strategic Goals

Findings from initial SAE-Opportunities for Incremental Improvement

Technology & AI

- Automate critical campus operations across Financial Aid, Student Accounts, and Finance to improve efficiency and service.
- Modernize business processes with low-code automation, digital forms, workflows, and document management.
- Streamline implementation with 250+ prebuilt workflows, dashboards, reports, and integrations.
- Improve decision-making with enhanced reporting, analytics, and centralized access to student information.

Student Achievement and Outcomes

- Create a more connected student experience by reducing friction across the student lifecycle and improving coordination between student-facing functions
- Reduce heavy manual work and low automation for admissions.
- Better cleanup of rooms, policies, and forms, plus more accurate attendance and course capacity data for enrollment.
- Replace manual PDF based workflows with automated forms and workflows.

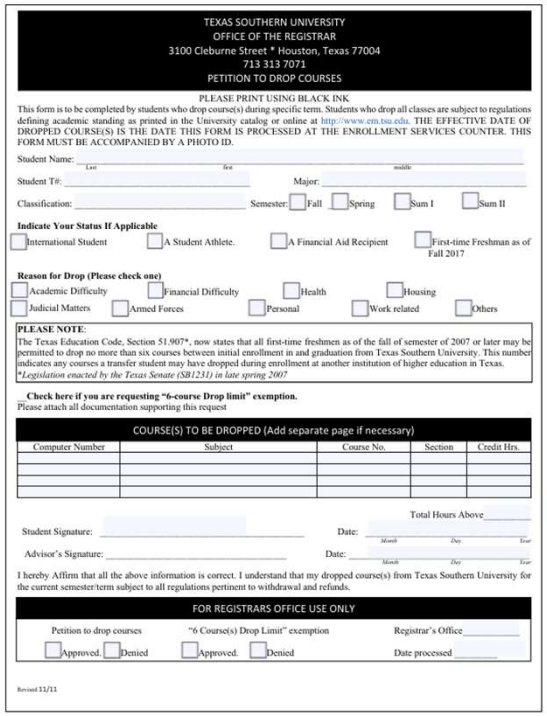
Operational Excellence (HR & Finance)

- Create a more connected employee experience by reducing friction and improving coordination between employee-facing functions
- Need better reporting, reduced manual spreadsheet dependency, more efficient processes, and stronger support for audit and financial statement production.
- Require better dashboards, centralized records, compliance training, improved performance management, and integration across system.
- Replace manual PDF based workflows with automated forms and workflows.

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Current State – TSU Forms:

Manual processes, lots of instructions requiring users to save to their PC and then submit. Duplicate, manual entry for staff to bring over data



TEXAS SOUTHERN UNIVERSITY
OFFICE OF THE REGISTRAR
3100 Cleburne Street * Houston, Texas 77004
713 313 7071
PETITION TO DROP COURSES

PLEASE PRINT USING BLACK INK

This form is to be completed by students who drop course(s) during specific term. Students who drop all classes are subject to regulations defining academic standing as printed in the University catalog or online at http://www.em.tsu.edu. THE EFFECTIVE DATE OF DROPPED COURSE(S) IS THE DATE THIS FORM IS PROCESSED AT THE ENROLLMENT SERVICES COUNTER. THIS FORM MUST BE ACCOMPANIED BY A PHOTO ID.

Student Name: _____ (Last, first, middle)

Student T#: _____ Major: _____

Classification: _____ Semester: ☐ Fall ☐ Spring ☐ Sum I ☐ Sum II

Indicate Your Status If Applicable

☐ International Student ☐ A Student Athlete. ☐ A Financial Aid Recipient ☐ First-time Freshman as of Fall 2017

Reason for Drop (Please check one)

☐ Academic Difficulty ☐ Financial Difficulty ☐ Health ☐ Housing
☐ Judicial Matters ☐ Armed Forces ☐ Personal ☐ Work related ☐ Others

PLEASE NOTE:
The Texas Education Code, Section 51.907*, now states that all first-time freshmen as of the fall of semester of 2007 or later may be permitted to drop no more than six courses between initial enrollment in and graduation from Texas Southern University. This number indicates any courses a transfer student may have dropped during enrollment at another institution of higher education in Texas.
Legislation enacted by the Texas Senate (SB1231) in late spring 2007

__Check here if you are requesting "6-course Drop limit" exemption.
Please attach all documentation supporting this request

COURSE(S) TO BE DROPPED (Add separate page if necessary)

Computer Number	Subject	Course No.	Section	Credit Hrs.

Total Hours Above _____

Student Signature: _____ Date: _____ (Month Day Year)

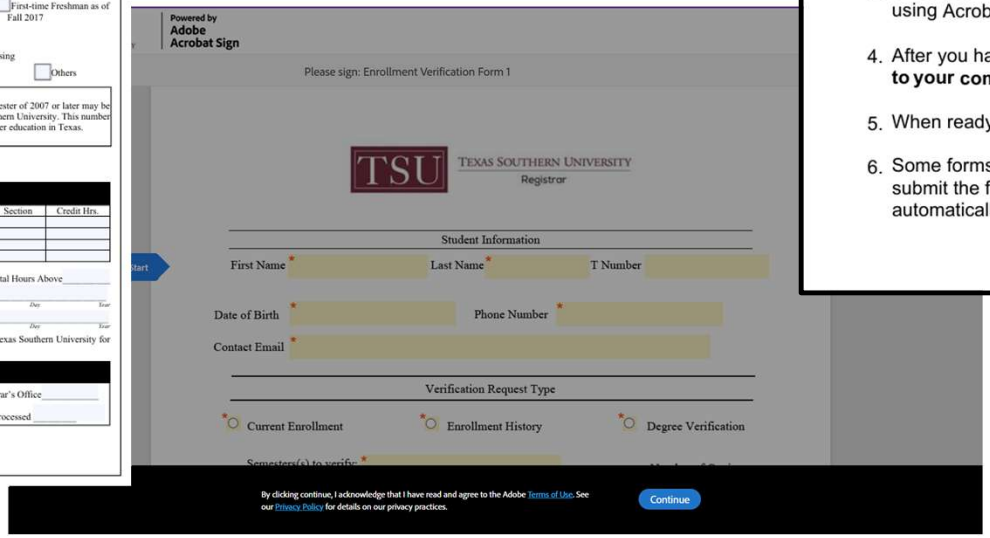
Advisor's Signature: _____ Date: _____ (Month Day Year)

I hereby Affirm that all the above information is correct. I understand that my dropped course(s) from Texas Southern University for the current semester/term subject to all regulations pertinent to withdrawal and refunds.

FOR REGISTRARS OFFICE USE ONLY

Petition to drop courses ☐ Approved. ☐ Denied
"6 Course(s) Drop Limit" exemption ☐ Approved. ☐ Denied
Registrar's Office _____
Date processed _____

Revised 11/11



Powered by Adobe Acrobat Sign

Please sign: Enrollment Verification Form 1

TSU Texas Southern University Registrar

Student Information

First Name * Last Name * T Number

Date of Birth * Phone Number *

Contact Email *

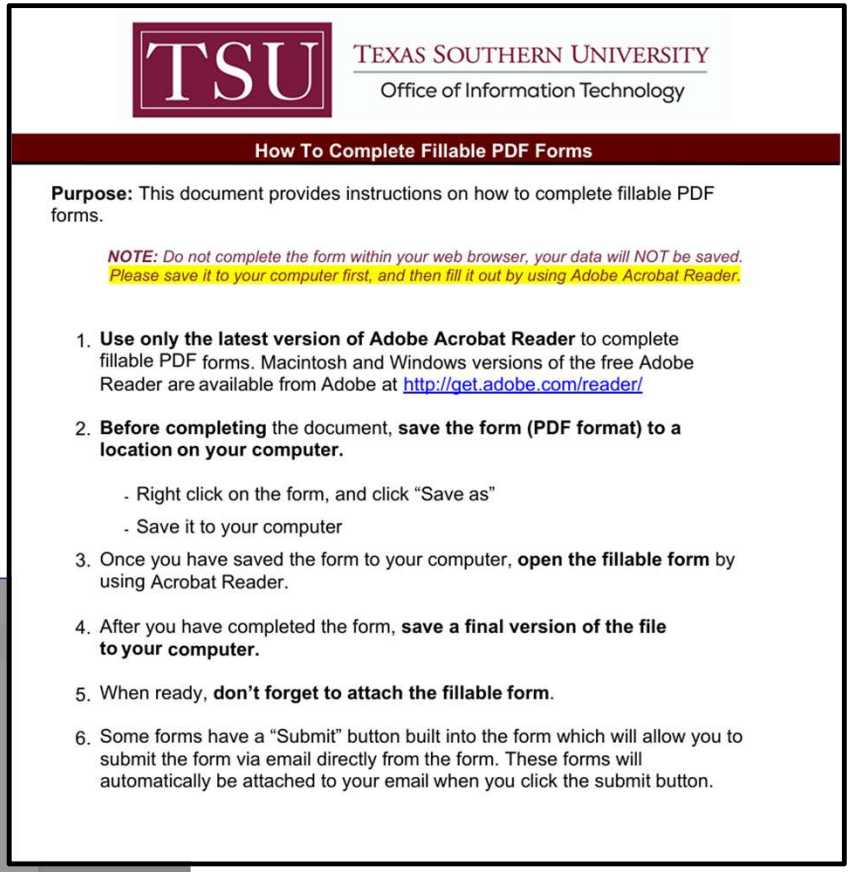
Verification Request Type

*○ Current Enrollment *○ Enrollment History *○ Degree Verification

Semester(s) to verify: *

By clicking continue, I acknowledge that I have read and agree to the Adobe Terms of Use. See our Privacy Policy for details on our privacy practices.

Continue



TSU Texas Southern University
Office of Information Technology

How To Complete Fillable PDF Forms

Purpose: This document provides instructions on how to complete fillable PDF forms.

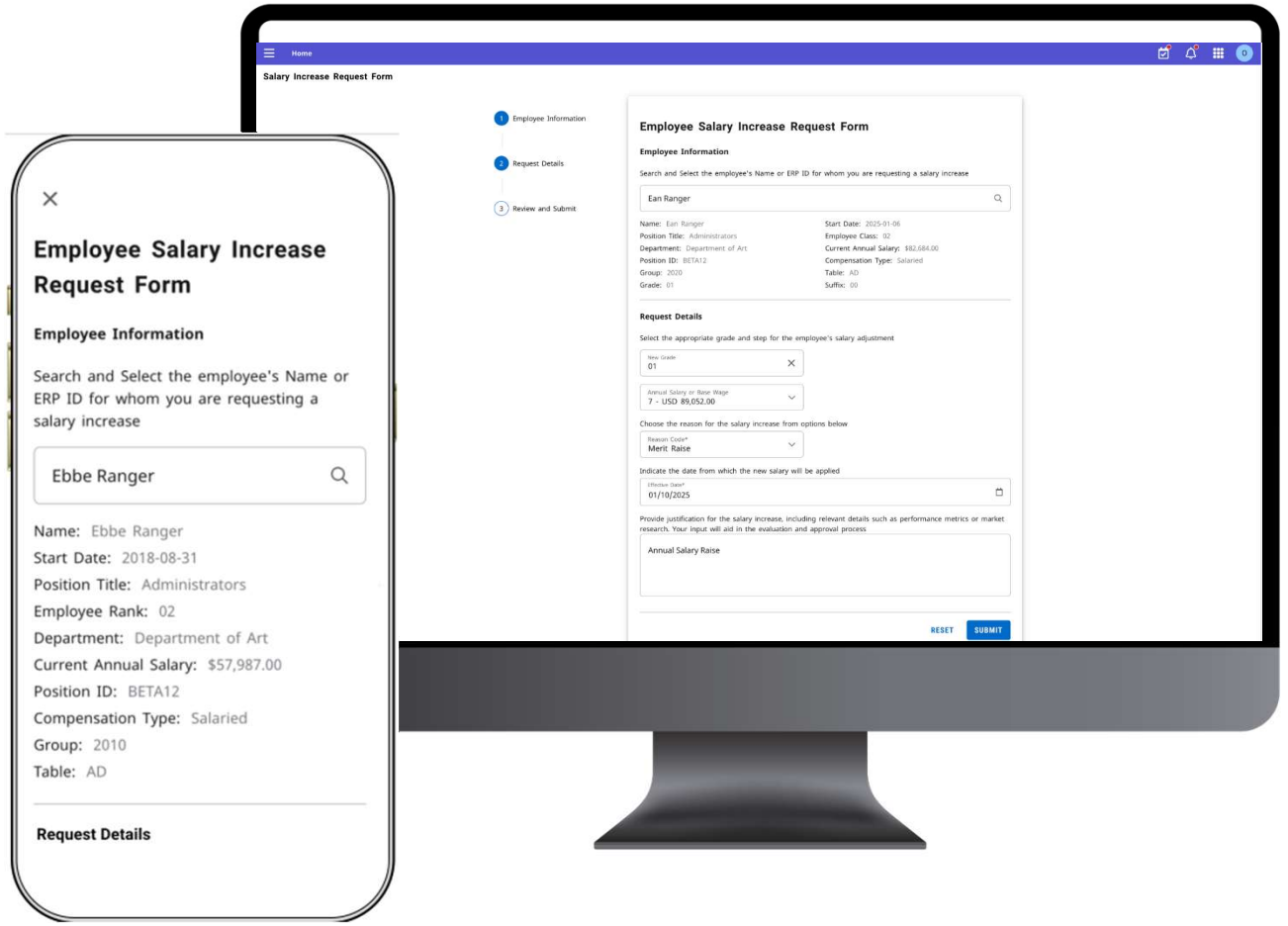
***NOTE:** Do not complete the form within your web browser, your data will NOT be saved. Please save it to your computer first, and then fill it out by using Adobe Acrobat Reader.*

1. **Use only the latest version of Adobe Acrobat Reader** to complete fillable PDF forms. Macintosh and Windows versions of the free Adobe Reader are available from Adobe at http://get.adobe.com/reader/
2. **Before completing** the document, **save the form (PDF format) to a location on your computer.**
   - Right click on the form, and click "Save as"
   - Save it to your computer
3. Once you have saved the form to your computer, **open the fillable form** by using Acrobat Reader.
4. After you have completed the form, **save a final version of the file to your computer.**
5. When ready, **don't forget to attach the fillable form.**
6. Some forms have a "Submit" button built into the form which will allow you to submit the form via email directly from the form. These forms will automatically be attached to your email when you click the submit button.

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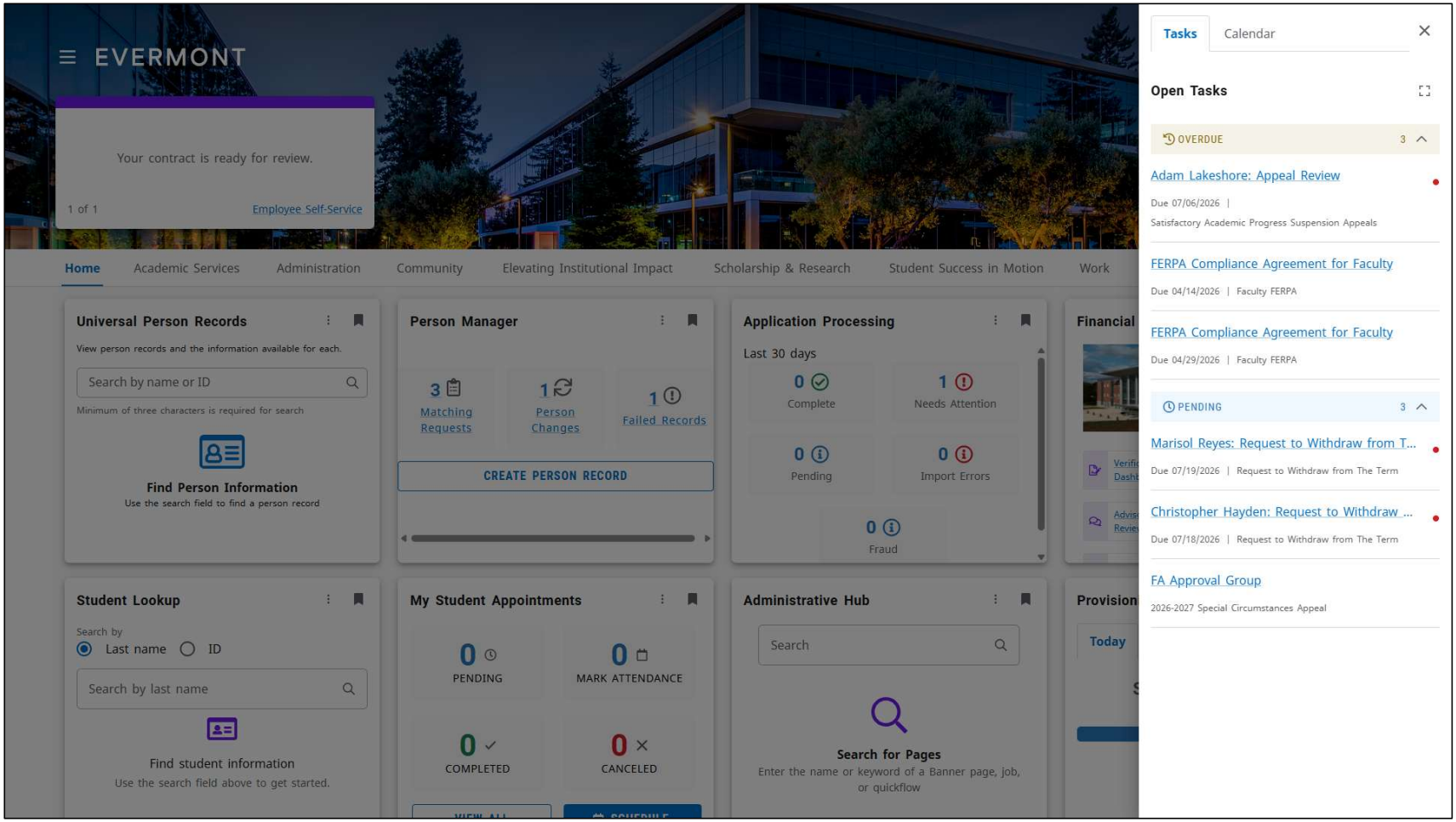
Business Process Automation

Forms are automated and accessible even on user personal devices



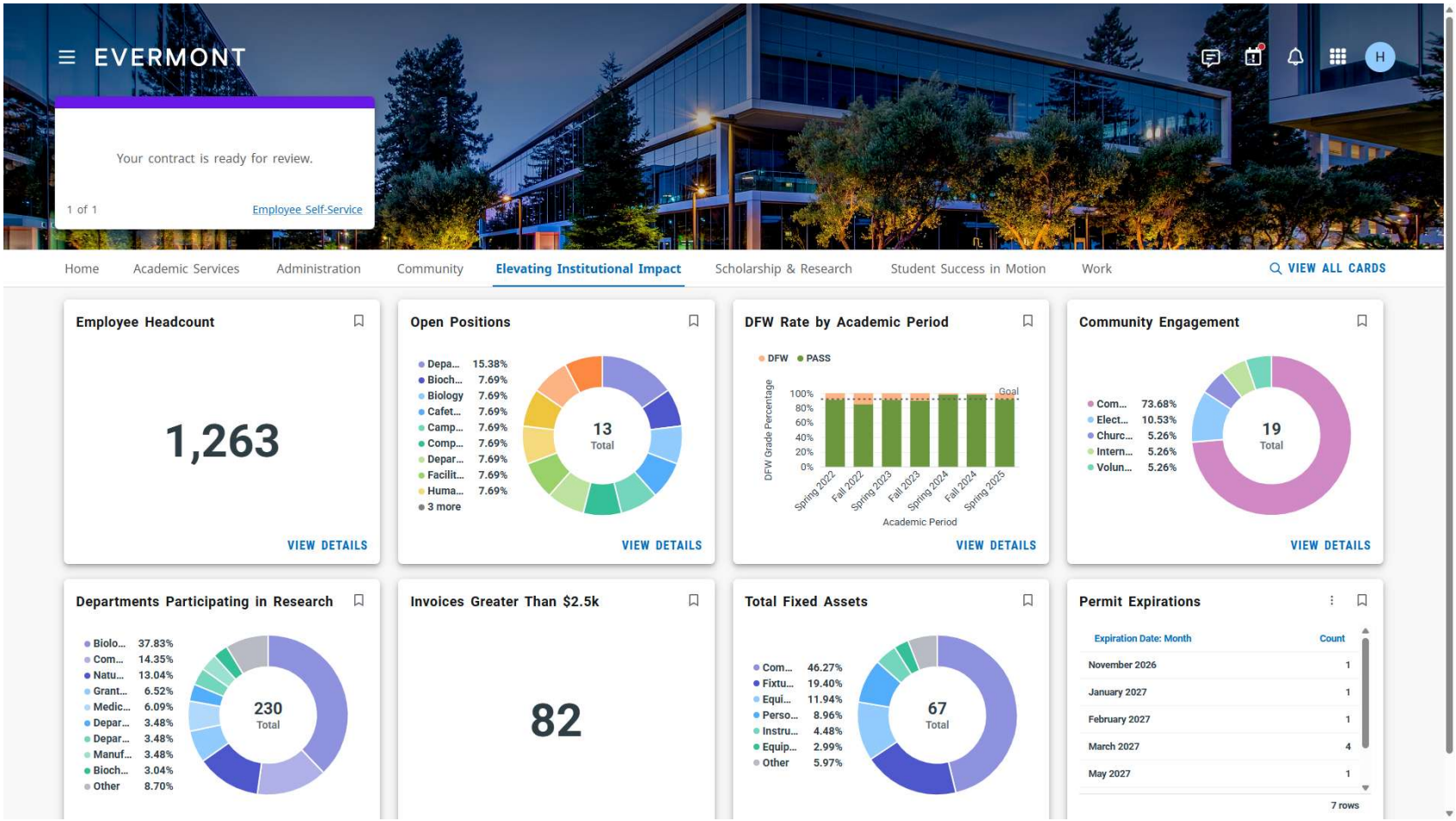
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Experience Dashboard – Financial Aid Staff w/ Tasks List



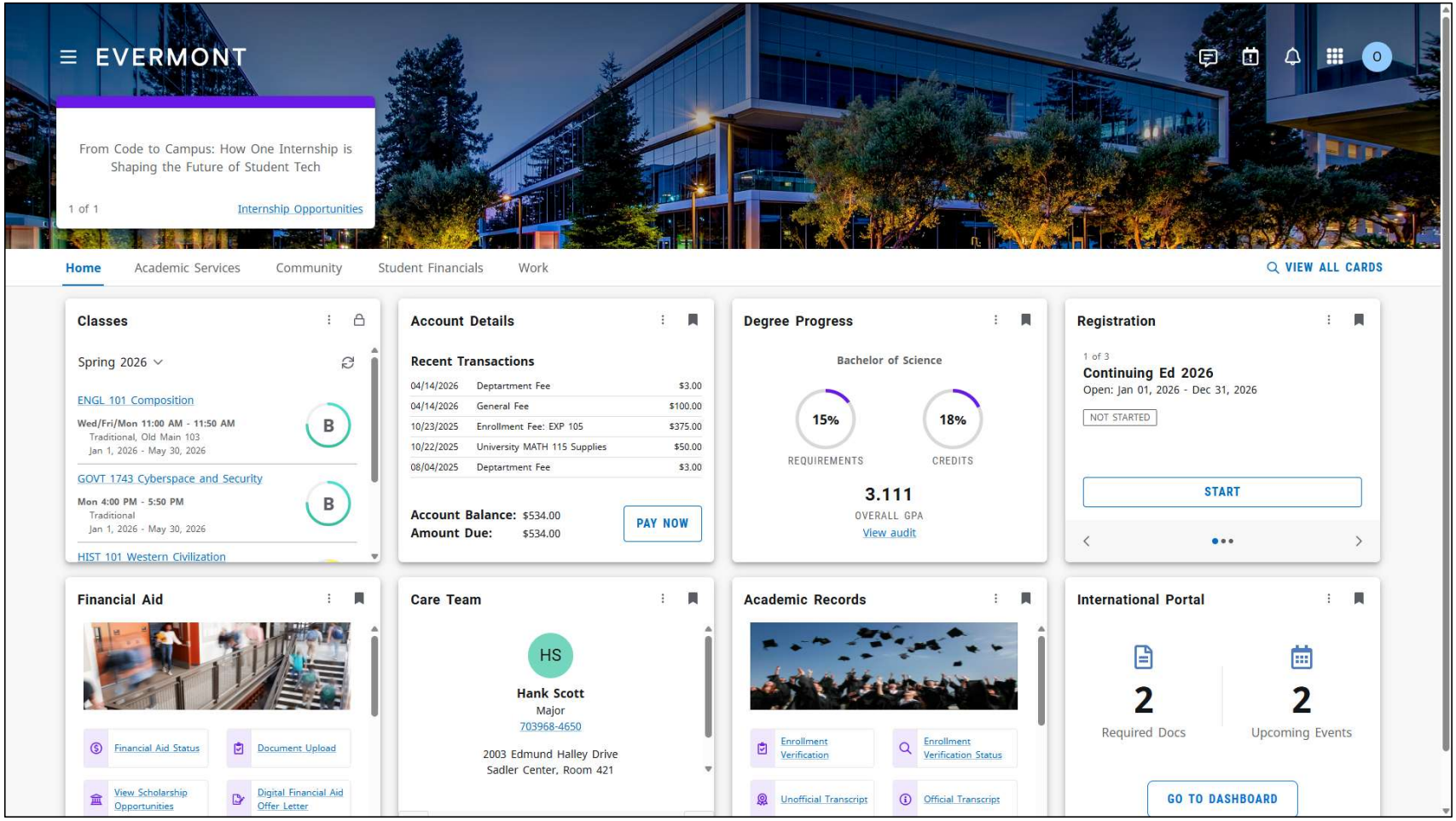
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Experience Dashboard – Student and Financial Success Data



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Experience Dashboard – Student View





Change Enablement & Adoption/Transition Support

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Every Sprint Advances TSU's Strategic Plan

Each capability delivered via Navigate to SaaS enables one or more of HFU's institutional priorities.

Student Achievement & Outcomes
Student success
Enrollment

Technology & AI
Modern platforms
AI-enabled services

Operational Excellence
Simplified operations
Analytics

Academic Research & Innovation
Flexible pathways
Innovation

Ellucian Navigate to SaaS • Capability-Led Delivery

Sprint 0
Renew Roadmap

Sprint 1
Recruit & Admit

Sprint 2
Student Success

Sprint 3+
AI | Data Experience

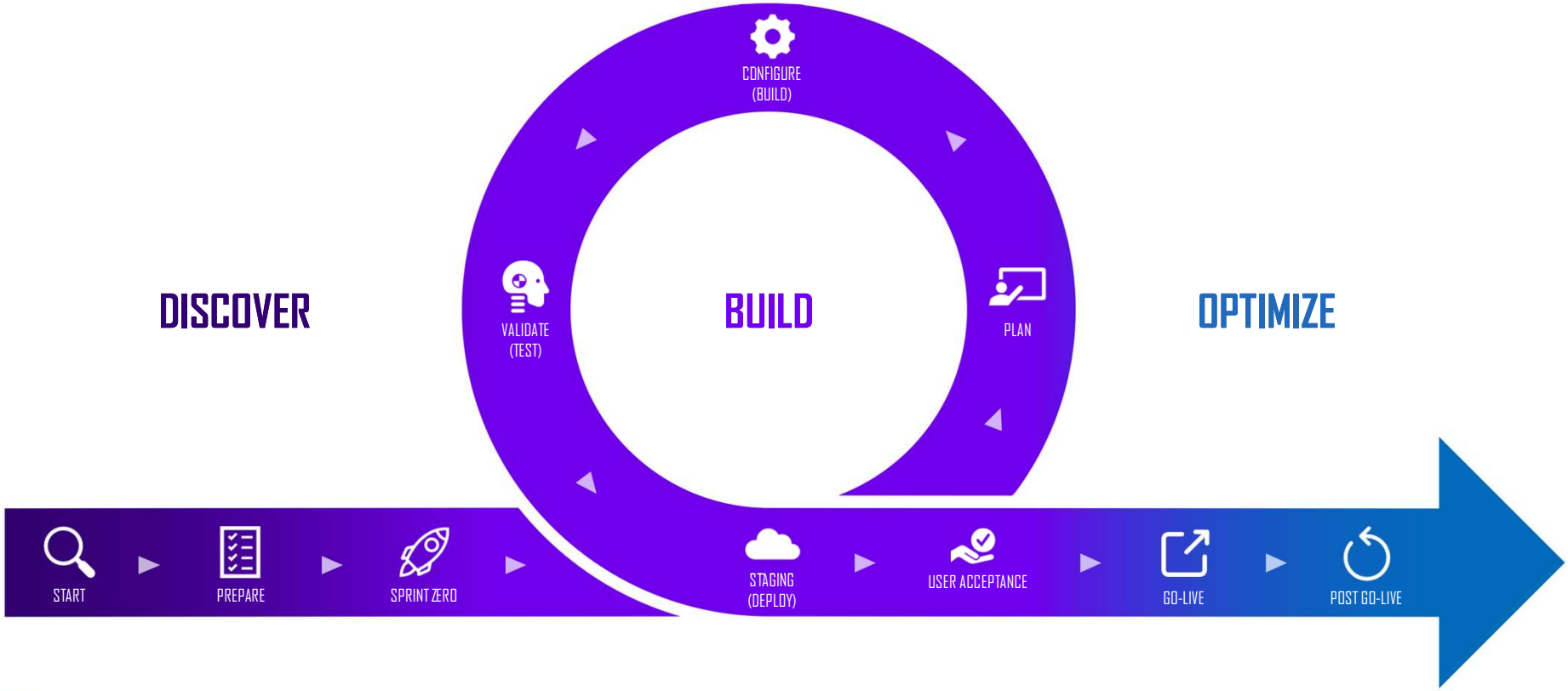
Go-Live
Ascend 2030

Strategic Outcomes Enabled: Student Success • Operational Excellence • AI-Ready Institution • Workforce Innovation

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Navigate to SaaS Methodology

ADOPTION AND CHANGE MANAGEMENT



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N2S Capability-Led Presales and Delivery Playbook



Phase	Discover		Build (Sprints 1-n)						Opti.nize	
Stage	**Start**	**Prepare**	**Sprint 0**	**Plan**	**Configure**	**Validation**	**Staging**	**UAT**	**Go-Live**	**Post Go-Live**
Starts When	☐ Approved Qualified Deal ☐ Presales Kickoff	☐ Proposal Kickoff	☐ Key Roles Staffed ☐ customer Roles Staffed ☐ Delivery Kickoff	☐ Sprint Planning Workshop	☐ Sprint Planning Complete	☐ Deploy to TEST	☐ Deploy to PPRD	☐ Feature Complete ☐ UAT Kickoff	☐ Data Migration ☐ Deploy to PROD	CS Transition
Ends When	☐ Discovery complete ☐ Bid/No-Bid Decision	☐ Contract Signature ☐ Sales-to-Delivery (S2C) ☐ Exec Sponsor Briefings	☐ Baseline PQR+TQR ☐ Sprint 0 Demo ☐ Project Roadmap Signoff	☐ Sprint Backlog Signoff ☐ Roadmap Signoff ☐ PQR+TQR (bi-monthly)	☐ Stage End Date	☐ Stage End Date	☐ Sprint Acceptance ☐ (Prior to UAT) Internal Platform/Deployment Readiness Review Signoff	☐ PQR+TQR ☐ Go/No-Go Decision	☐ Deliverables Accepted	☐ Project Closeout
Deliverables & Work Products	☐ Migration Studio Scan ☐ Business Value Assessment (BVA)	☐ Proposal ☐ Staffing Plan ☐ PSA Project Initiation ☐ Stakeholder Map ☐ Governance Model	☐ Project Roadmap ☐ Working Preconfigured E2E SaaS Environment ☐ Program Plan Artifacts ☐ Governance Scheduled ☐ Sprint 1 Backlog ☐ Sprint 1-n Capability Roadmap ☐ CARM ☐ Platform Plan ☐ Fit-Gap Spec	☐ Update Program Plan ☐ Updated Roadmap ☐ Updated Fit-Gap ☐ Sprint Backlog	☐ Updated CARM ☐ Env. Configuration ☐ Release Plan ☐ Data Mappings ☐ Integrations ☐ Automated Tests ☐ Test Plan + BDD ☐ Release Plan	☐ Demonstrable Capabilities, Integration, & Data ☐ Sprint Demo Scripts ☐ Test Dashboard ☐ Updated Backlog	☐ Working Environment ☐ Sprint Retro Doc	☐ Final CARM ☐ Final Release Plan ☐ Optimization Plan ☐ Final User Docs	☐ Live Environment	☐ Hypercare
Activities	☐ Migration Studio Scan ☐ SAE Workshops ☐ Integration Workshops ☐ BVA/ROM Analysis ☐ Discovery Readouts	☐ customer Negotiations ☐ Proposal Writing ☐ Estimation ☐ S2C Handoff ☐ PSA Project Initiation ☐ Staffing Plan Initiation ☐ Governance model ☐ Executive Stakeholder Expectation Meetings	☐ Delivery Kickoff ☐ CloudOps Provisioning ☐ Apply Prescriptive Templates ☐ CARM Workshops ☐ Data Migration Prep ☐ Capability Roadmap ☐ Platform Design Review ☐ Fit-Gap Analysis	☐ Product Council ☐ Exec Steerco ☐ Sprint Planning ☐ Backlog Grooming ☐ Design Tasks (opt.)	☐ Configuration Tasks ☐ Data Migration Tasks ☐ Integration Tasks ☐ Test Automation Tasks ☐ Test Plan Updates	☐ Capability Testing ☐ Integration Testing ☐ Data Migration Testing ☐ Sprint Demo Prep ☐ Bugfix	☐ Sprint Demo ☐ Sprint Retrospective ☐ (Prior to Go-Live) DRR ☐ (Internal, Quarterly) Platform/Deployment Readiness Review ☐ Bugfix	☐ E2E Capability Simulation ☐ Defect Triage ☐ Bugfix/Stabilization ☐ Customer Success Warm Connect ☐ Stabilization Support	☐ Stabilization Support	
Adoption & Change Mgt.	☐ Customer readiness assessment ☐ High level impact summary	☐ Draft Change Management Strategy ☐ Preliminary Training Needs Assessment	☐ Change Management Plan ☐ Draft Comms Plan ☐ Draft Training Plan ☐ Stakeholder Engagement Matrix ☐ Initial Resistance Risk Assessment	**Sprints n-6 to n-5** ☐ Role Mapping & User Impact Analysis ☐ Final Training Plan ☐ Final Comms Plan	**Sprint n-4** ☐ Targeted Comms ☐ Training Materials ☐ Job Aids ☐ Change Champions	**Sprint n-3** ☐ Train-the-trainer	**Sprints n-2 to n** ☐ End-user training execution ☐ UAT Comms	☐ Final Adoption Readiness Review ☐ Go-Live Comms ☐ Sustainment Plan	☐ Floor Support ☐ Hypercare Comms ☐ Reinforcement Messaging	☐ Reinforcement Messaging ☐ Recognition of change agents & contributors ☐ Lessons Learned ☐ Adoption Metrics

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Ellucian's Train the Trainer Methodology

- **Build internal expertise** by equipping designated campus champions to train and support colleagues throughout the implementation.
- **Drive consistent adoption** with standardized training, knowledge transfer, and best practices that promote confident use across the institution.
- **Support long-term success** by developing in-house capability that reduces reliance on external resources and sustains continuous improvement.

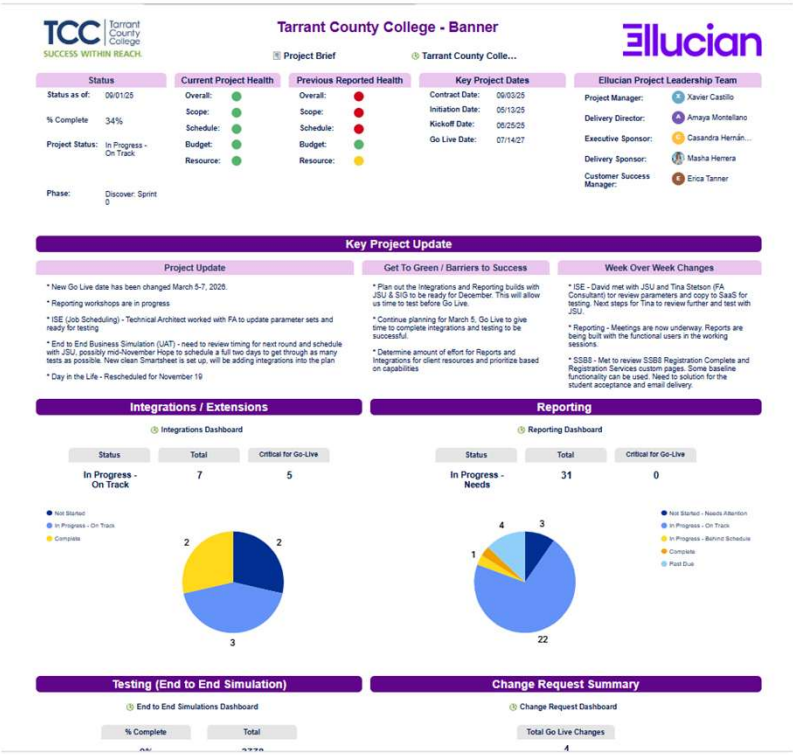
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One Source of Truth: the EDCC

The **Ellucian Delivery Command Center** makes the project observable: one workspace, updated weekly, read by both teams.

- **Consolidates** the project plan, RAID log, change requests, and integration & reporting plans
- **Standardized snapshot** generated through the weekly status process, owned by the PM
- **Health, progress, risks, and the path to green,** visible to sponsors and steering alike

Live on every N2S engagement, with enablement for your team during Sprint 0



Real project snapshot: live implementation status

The Operating Rhythm

THREE TIERS OF FORUMS · FIXED CADENCE

Joint Executive Steering Committee — MONTHLY

Your executives + ours · strategic decisions, priorities, resourcing, escalation resolution

Project Status Meeting — WEEKLY

Both PMs + all workstream leads · progress, risks, dependencies, milestone readiness, from the EDCC snapshot

Functional & Technical Workstream Reviews — WEEKLY

Functional + technical leads · cross-stream dependencies, early escalation, RAID hygiene

PATH-TO-GREEN Any variance gets an owner, actions, and a dated route back to green, reviewed every week.

GATES: DECISIONS, NOT CEREMONIES

- **Contract & S2D handoff,** no context lost from presales
- **Roadmap & release plan signoff,** ends Sprint 0
- **Sprint scope signoffs,** no drifting requirements
- **PQR + TQR checkpoints,** velocity · quality · value
- **UAT phase gates & go/no-go,** criteria agreed in advance
- **Deliverables accepted · closeout,** hypercare to steady state

Decision rights are explicit: every gate has a named decision owner and pre-agreed criteria, decided once, by the right people, on shared facts.

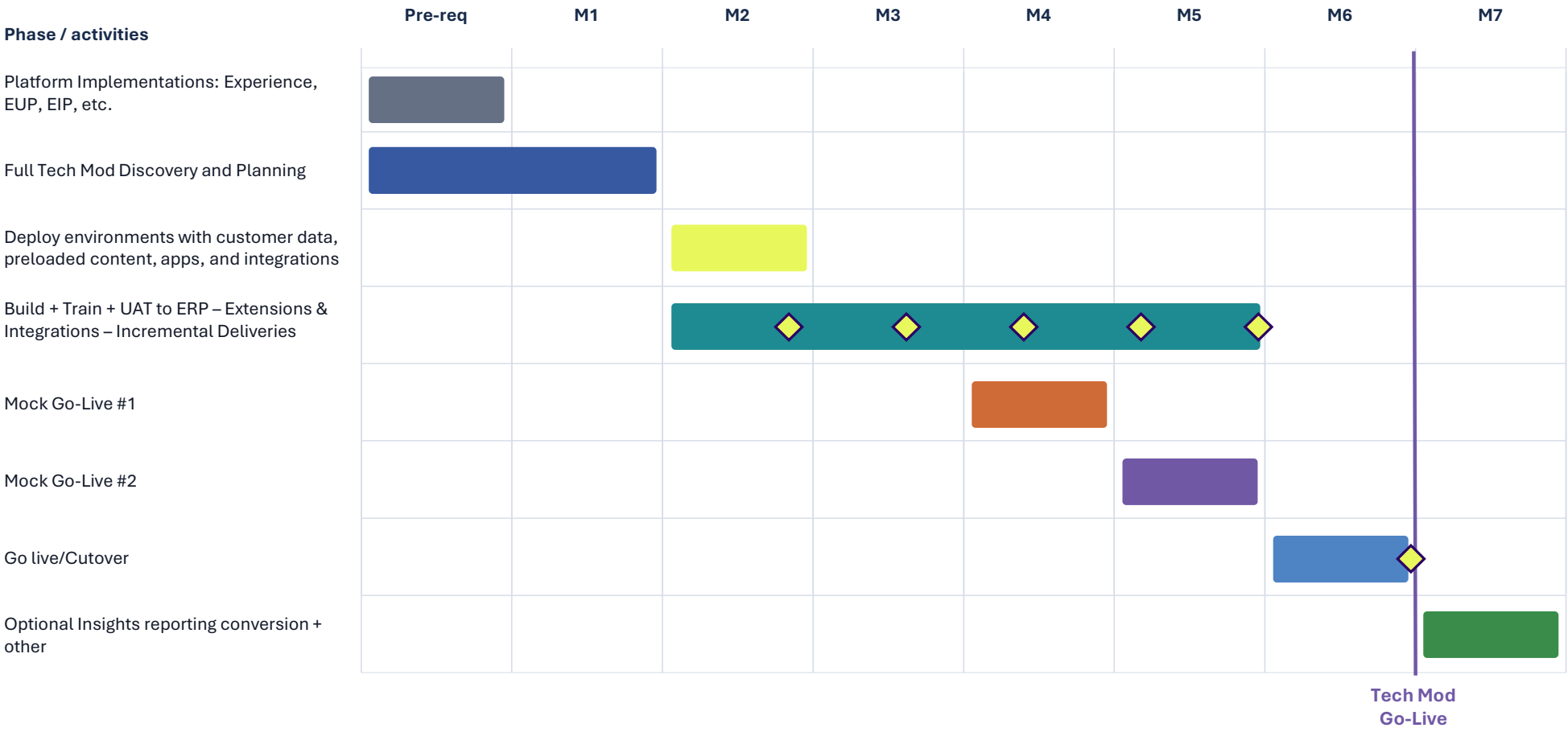


Project Timeline

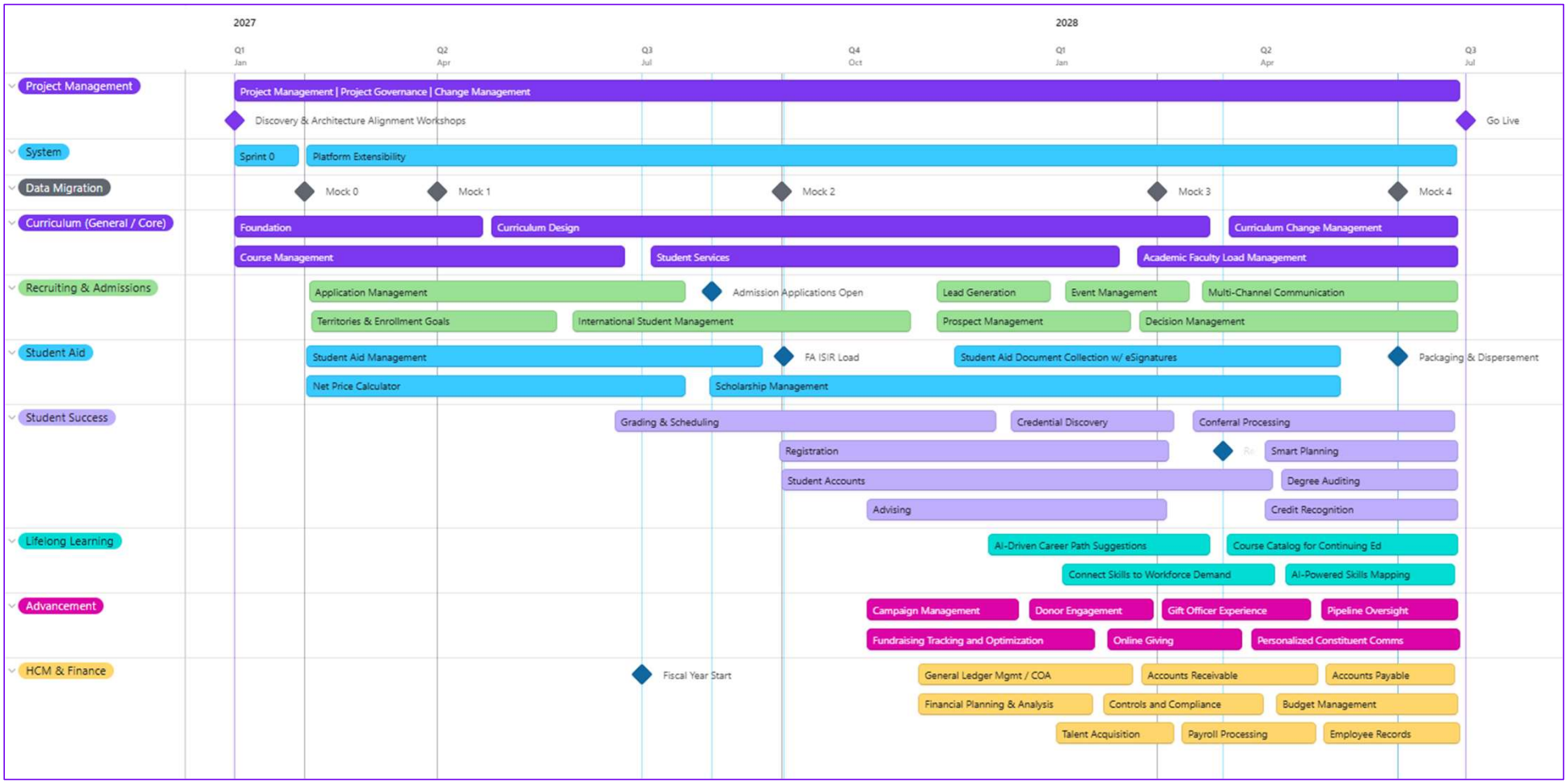
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Delivery Timeline – Technical Modernization

Tech Mod timeline is dependent upon outputs of discovery and complexity of essential integrations, extensions, reports, and customizations, and plans to adopt baseline, use existing integrations and extensions.



Delivery Timeline – Ellucian Student Signature



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TSU Resource/Staffing Allocation

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TSU Tech Mod Client Resourcing Allocation

Texas Southern Targeted Customer Effort Overtime

Tech Mod timeline is dependent upon outputs of discovery and complexity of essential integrations, extensions, reports, and customizations, and approach to adopt baseline, use existing integrations and extensions.

Pre-req Implementations | Project Kickoff | Discovery & Planning | Deploy | Build, Train, UAT - Integrations,reports, extensions | Mock go-live #1 | Mock go-live #2 | Go live/Cutover | Support

#	Role	Primary Function	Responsibilities	Pre-req	M1	M2	M3	M4	M5	M6	M7
1	TSU Project Sponsor	Project leadership and alignment	Provides executive sponsorship, reinforces project priority across TSU, resolves escalated issues, removes organizational roadblocks, and ensures project goals stay aligned with institutional strategy. Owns executive-level communications and major decision support.	5%	10%	10%	10%	10%	10%	10%	10%
2	TSU Project Manager	Customer-side project coordination and accountability	Leads TSU's day-to-day project coordination, manages TSU tasks, timelines, risks, issues, decisions, and dependencies. Coordinates TSU resources, prepares for meetings, tracks action items, and works closely with the Ellucian project manager to keep the project moving.	50%	50%	50%	50%	50%	50%	50%	50%
3	TSU Business Process Owners	Business-area ownership and decision-making	Represent major functional areas such as Finance, HR, Student, Financial Aid, Advancement, or other ERP domains. Own business process decisions, prioritize requirements,provide signoff and ensure their teams are prepared for testing, training, and adoption.	10%	10%	10%	10%	20%	20%	20%	10%
4	TSU Functional SMEs	Detailed process knowledge and validation	Provide hands-on subject matter expertise for current processes, data, policies, exceptions, and reporting needs. Participate in discovery, configuration reviews, testing, issue resolution, training preparation and delivery, and validation. Typically 1 SME per business area is sufficient, but multiple testers are requested.	15%	15%	10%	35%	35%	35%	35%	35%
5	TSU Technical Lead	Customer technical coordination and architecture alignment	Primary technical point of contact. Coordinates technical decisions, environments, integrations, data migration, security, reporting, technical dependencies, and issue escalation across TSU technical resources and Ellucian technical teams.	25%	25%	25%	25%	25%	25%	50%	50%
6	TSU Technical Team	Technical execution and support	Supports integrations, data extracts, data validation, security setup, environments, reporting, identity/access management, testing support, and technical troubleshooting. Provides institutional knowledge of legacy systems, interfaces, data structures, and downstream dependencies. Allocation of technical resources is likely to fluctuate during the course of the project.	25%	25%	25%	25%	25%	25%	25%	25%

Sample Client Resource Heat Map (estimated % of time spent on each activity)

Heat Map Allocation

Performance allocation across 18 months by role and category

Legend: 0% | 1-25% | 26-50% | 51-75% | 76-100%

Role	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18
Change, Training & Testing																		
Communications Lead	25%	25%	25%	25%	25%	35%	35%	35%	35%	35%	35%	45%	45%	45%	60%	60%	75%	25%
Testing / QA Lead	25%	25%	25%	25%	25%	50%	50%	50%	50%	50%	50%	65%	65%	65%	90%	90%	100%	50%
Training / Instructional Designer	25%	25%	25%	25%	25%	35%	35%	35%	35%	35%	35%	50%	50%	50%	70%	70%	90%	40%
Executive & Project Leadership																		
Project Manager (Client)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	75%
Executive Sponsor	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	15%	15%	15%	20%	20%	10%	10%
Finance																		
Finance Project Team	10%	10%	25%	25%	25%	25%	25%	-	10%	25%	50%	50%	50%	50%	75%	75%	75%	50%
Finance Power Users	10%	10%	25%	25%	25%	25%	25%	10%	25%	25%	50%	50%	50%	50%	75%	75%	75%	50%
Finance Team Lead	10%	10%	25%	25%	25%	25%	25%	25%	50%	50%	50%	50%	50%	50%	75%	75%	75%	50%
Financial Aid																		
Financial Aid Project Team	-	-	10%	10%	25%	25%	25%	25%	50%	50%	50%	75%	75%	75%	75%	75%	75%	75%
Financial Aid Director / Lead	50%	50%	50%	50%	50%	60%	60%	60%	60%	60%	60%	75%	75%	75%	90%	90%	95%	40%
Financial Aid Power Users	-	-	20%	20%	20%	20%	20%	30%	50%	50%	50%	50%	75%	75%	75%	75%	75%	75%
Financial Aid Team Lead	25%	25%	25%	50%	50%	50%	50%	50%	50%	50%	75%	75%	75%	75%	75%	75%	75%	75%
FA Systems / Compliance SME	50%	50%	50%	50%	50%	60%	60%	60%	60%	60%	60%	75%	75%	75%	90%	90%	95%	40%
HR / Payroll																		
HR Director / HRIS Manager	50%	50%	50%	50%	50%	60%	60%	60%	60%	60%	60%	75%	75%	75%	90%	90%	95%	40%
Payroll Manager	35%	35%	35%	35%	35%	50%	50%	50%	50%	50%	50%	65%	65%	65%	80%	80%	85%	35%
Human Resources																		
HR Power Users	10%	10%	25%	25%	25%	25%	50%	50%	50%	50%	75%	75%	75%	50%	50%	50%	50%	50%
HR Team Lead	10%	10%	25%	25%	50%	50%	50%	50%	50%	50%	75%	75%	75%	50%	25%	25%	25%	25%
HR Project Team	10%	10%	25%	25%	10%	25%	50%	50%	50%	50%	75%	75%	75%	50%	25%	25%	25%	25%
Student / Academic Affairs																		
Curriculum / Degree Audit Specialist	35%	35%	35%	35%	35%	50%	50%	50%	50%	50%	50%	65%	65%	65%	80%	80%	85%	35%

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Customer Modernization POD – Christi Segal

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Ellucian Student Customer Modernization POD

YOUR DEDICATED TEAM. YOUR STRATEGIC ADVANTAGE.

Ellucian's dedicated remote **Ellucian Student Customer Modernization POD** team functions as an extension of your institution's IT organization and functional business units **providing the expertise and continuity needed to support both daily operations and strategic initiatives during the implementation period and through the first year of GOLIVE.**

With leadership, architecture, functional, programming, reporting, analytics, and technical support roles embedded in the model, institutions gain a coordinated team that helps optimize systems, improve service delivery, and advance technology goals.

All components described below are part of the service and can be modified to exclude or include the following:



WHY A DEDICATED POD?

Named Resources
Dedicated professionals assigned specifically to your institution—not a rotating support desk.

Institutional Continuity
Your team develops institutional knowledge, providing consistency throughout implementation and beyond.

Accountability
Clearly defined governance, communication plans, service levels, and measurable outcomes.

Strategic Partnership
Focused on helping your institution maximize the value of your Ellucian investment while supporting modernization initiatives.

WHAT'S INCLUDED

- ✓ Executive Leadership
- ✓ Enterprise Architecture
- ✓ Functional Experts
- ✓ Development & Programming
- ✓ Reporting
- ✓ Analytics
- ✓ Technical Support

Every POD can be tailored to meet the unique needs of your institution. Services may be expanded or adjusted as priorities evolve.

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YOUR COMPLETE CUSTOMER SUCCESS TEAM

Our dedicated POD brings together a full spectrum of expertise to ensure your systems perform, your people are supported, and your institution can thrive.

1 LEADERSHIP

Provides strategic and operational oversight for the POD.

- Acts as the primary escalation point and executive liaison
- Aligns services with institutional priorities and IT strategy
- Drives service reviews, roadmap planning, and continuous improvement

2 ARCHITECTURE

Focuses on system design and long-term technical direction.

- Ensures Ellucian solutions align with enterprise architecture standards
- Guides integrations, upgrades, and modernization efforts
- Evaluates performance, scalability, and security considerations

3 FUNCTIONAL SUPPORT

Bridges technology and business processes within the institution.

- Supports modules like Student, Finance, HR, and Financial Aid
- Helps optimize workflows and system configuration
- Translates institutional needs into system capabilities

4 DEVELOPMENT (PROGRAMMING)

Handles customization and technical enhancements.

- Develops integrations, APIs, and custom applications
- Supports data transformations and automation
- Maintains and enhances existing custom codebases

5 REPORTING

Delivers operational and compliance reporting capabilities.

- Builds standard and ad hoc reports
- Supports regulatory and institutional reporting requirements
- Ensures data accuracy and accessibility for stakeholders

6 ANALYTICS

Focuses on data insights and decision support.

- Develops dashboards and visualizations
- Enables data-driven decision-making across departments
- May incorporate predictive or trend analysis (e.g., enrollment, retention)

7 TECHNICAL SUPPORT

Provides day-to-day system administration and issue resolution.

- Manages incidents, service requests, and troubleshooting
- Supports system performance, patching, and maintenance
- Ensures uptime, reliability, and user support continuity

ONE TEAM. ONE STRATEGY. ONE PARTNER.

Ellucian's Customer Success POD provides the expertise, leadership, and continuity institutions need to successfully implement, optimize, and sustain their Ellucian solutions. By combining strategic leadership with deep functional and technical expertise, your dedicated POD becomes an extension of your campus—helping drive operational excellence, reduce risk, and accelerate institutional success.

- Accelerate Outcomes
- Reduce Risk
- Improve Performance

Ellucian



Technical Modernization Overview

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The Ellucian Platform



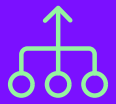
Central Workspace

Access a unified workspace for students, faculty, and administration to increase engagement.



Business Process Automation

Build workflows that everyone can use without getting IT involved with every business process.



Low-Code Integrations

Build and manage integrations faster while eliminating silos and strengthening campus resilience



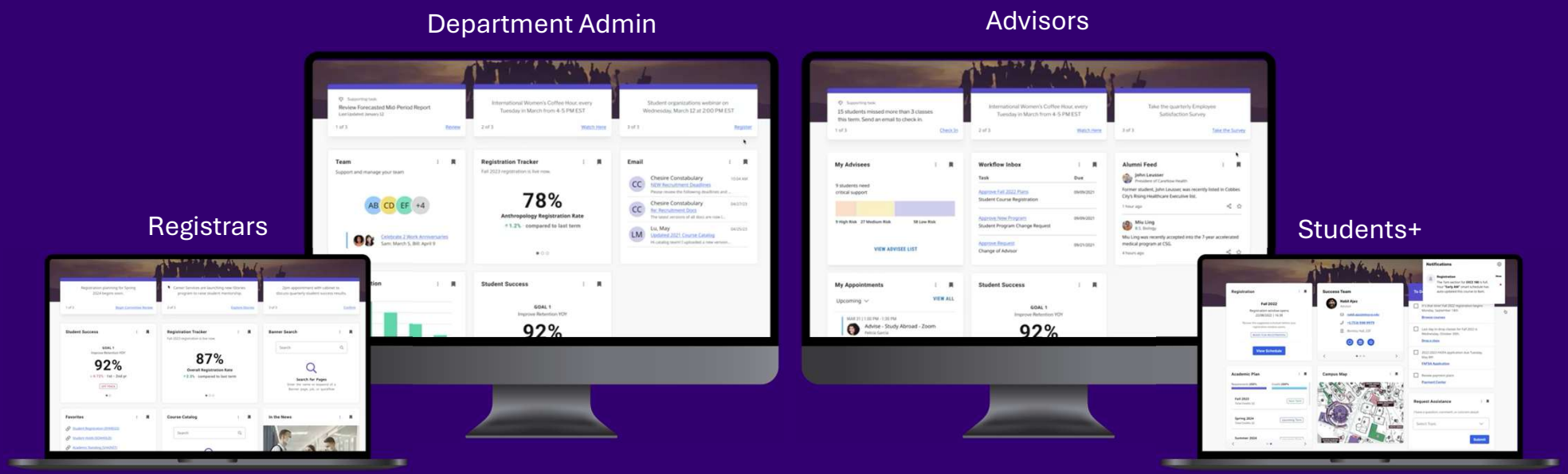
Reporting & Analytics

Identify trends, anticipate needs, and predict student outcomes with connected and consistent data.

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Ellucian Platform brings everyone & everything together

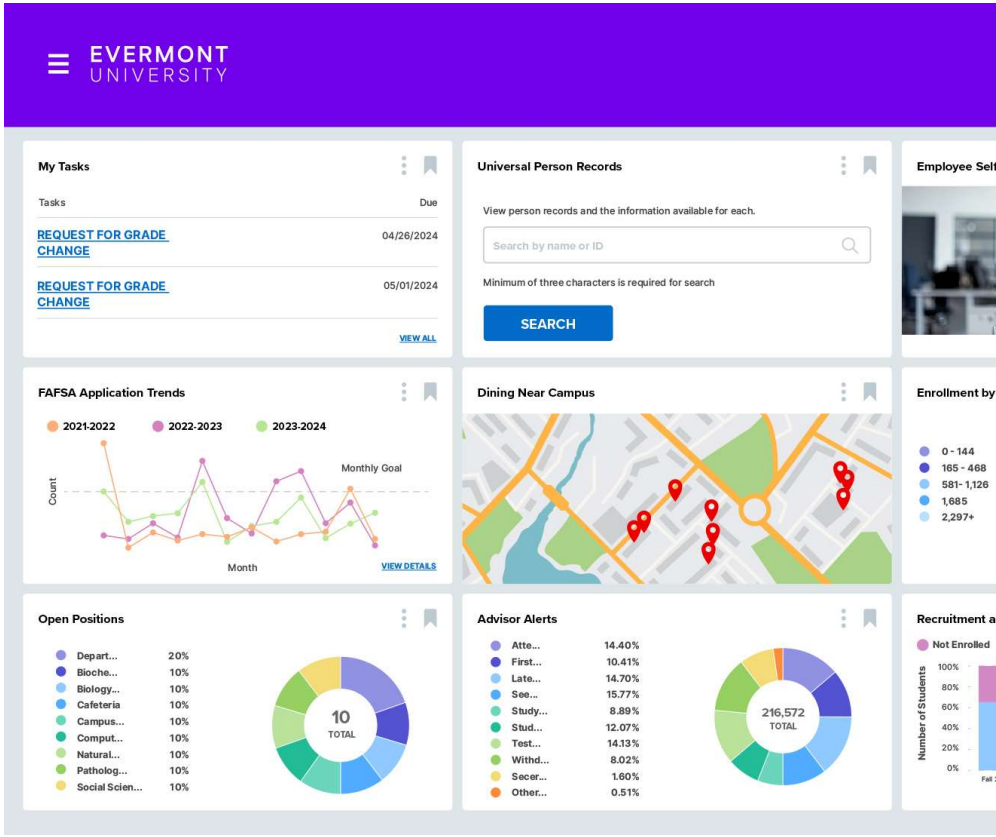


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Ellucian Platform

SaaS-native

- Subscription-Based
- Open & Interoperable
- Partner Ecosystem
- Extensible Platform
- Monitoring
- AI & ML
- Always On & Available
- Central Workspace
- Powered by AWS
- Reporting & Anaytlics
- Support, Training & Services
- Data & Application Security



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Accelerate to SaaS

Modernize Your Operations

- Adopt SaaS-safe practices
- Lower risk and improve security
- Predictable SaaS operating model
- Breakaway from mods into SaaS configurations and capabilities

RESULT: Kickstart your long-term modernization strategy

Reduce Technical Overhead

- Productized integrations delivered by Ellucian
- Reduce technical debt and complexity
- Streamline integrations into SaaS-compliant templates designed to support your ecosystem

RESULT: More time for your team's strategic initiatives

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Accelerate to SaaS

Analysis

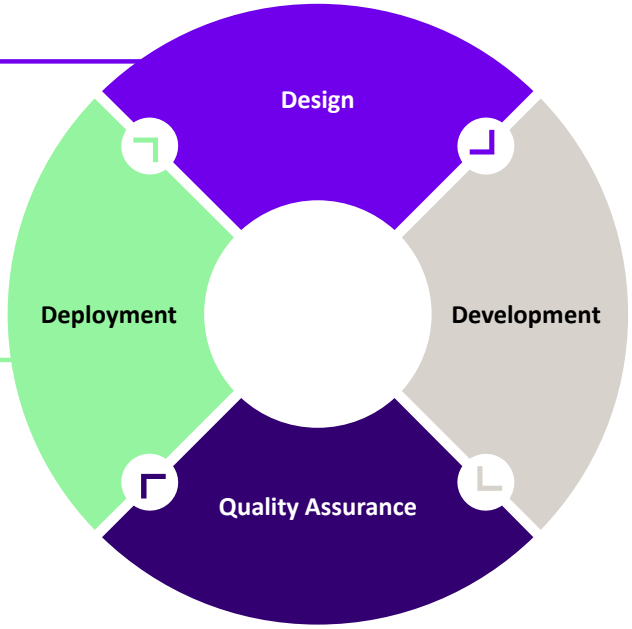
Customizations
Integrations

Prioritized by discrete group
(ex: course catalog)

SaaS-Safe extensions and integrations for discrete group
(ex: course catalog)

Ellucian Platform Extensions (Experience, Data Connect, Ellucian Intelligent Process.)

Test and use solution sets in current production environment



Current Enhancement INTEGRATION		Modernized Approach EXPERIENCE SAAS PLATFORM
UI Admin	→	UI, SDK, Solution APIs
UI Self Service	→	UI, SDK, Solution APIs
Banner Workflow, AIP	→	Ellucian Intelligent Processes
Page Builder	→	Experience Cards/Extensions
Portal, Ellucian Mobile	→	Experience
Integrations	→	Data Connect, Integration Services, APIs, Extended Data, Person Manager
Reporting & Analytics	→	Insights and the Data Platform
Job Scheduling	→	Job Scheduling Capability
Branding Changes	→	Theme Editing Capability

Migration to SaaS

Why SaaS Has Become the Default Delivery Model

VALUE AREA	MANAGED CLOUD	SAAS
Standardized on Best Practices		
Proactive Enterprise Security		
Faculty & Staff Productivity		
Easy, Automated Updates		
Scales for Registration, etc.		
Shift Resources to be Strategic		
99.9 SLA & Seamless Support		
Central Workspace (Experience)	Add-on	Included
Analytics & Reporting (Insights)	Add-on	Included
Data Orchestration (Data Connect)	Add-on	Included

Which Modernization Path is Right for Your Institution?

	Accelerate to SaaS	Mod to Ellucian Student
Discovery	❑ Leverages new AI to evaluate and define your environment	❑ Uses on-site consulting to perform discovery in addition to AI
Process Mapping	❑ Leverages AI to map your current to existing SaaS processes	❑ Deep evaluation of current business processes via consulting
Implementation	❑ Mapping enables straightforward adoption of SaaS processes	❑ Proactive alignment of existing processes to SaaS-safe industry best-practices
Integration and Extensions	❑ Ellucian-delivered integrations; custom work possible via contract add-ons	❑ Fully supported, when possible, via SaaS-safe options
Change Management	❑ Limited – Additional scope add-ons possible	❑ Full service provided throughout the duration of the project
Time & Effort Implications	❑ Faster and more straightforward	❑ Deeper transformation, close partnership with Ellucian
Typical Timeline Complexity Dependent	❑ 6+ Months	❑ 12 – 24 Months

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Pricing

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TSU Modernization

Current State

	Banner Maintenance (3% escalator)	Managed Cloud (6% escalator)	Oracle (7% escalator)	Total Cost
Year 1	$505,762	$754,682	$150,000	$1,410,444
Year 2	$520,934	$799,963	$160,500	$1,481,397
Year 3	$536,563	$847,961	$171,735	$1,556,258
Year 4	$552,659	$898,838	$183,756	$1,635,254
Year 5	$569,239	$952,769	$196,619	$1,718,627
	$2,685,157	**$4,254,213**	**$862,611**	**$7,801,981**

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TSU MODERNIZATION

Straight to Ellucian Signature (without Tech Mod)

	SaaS Software	Professional Services	Integrations	POD Support	Managed Cloud (6% escalator)	Oracle (7% escalator)	Total Cost
Year 1	$1,614,511	$3,337,495	$2,000,000		$754,682	$150,000	$7,856,688
Year 2	$1,313,379			$1,463,467	$799,963	$160,500	$3,737,309
Year 3	$1,424,120			$1,463,467			$2,887,587
Year 4	$1,466,844						$1,466,844
Year 5	$1,510,849						$1,510,849
	$7,329,703	**$3,337,495**	**$2,000,000**	**$2,926,934**	**$1,554,645**	**$310,500**	**$17,459,277**

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TSU MODERNIZATION

Why Choose Technical Modernization First?

- ✓ Exit legacy Managed Cloud in just **6 months**
- ✓ Oracle licensing eliminated
- ✓ Year 1 integration included ($1M+ value)
- ✓ Lower implementation risk with phased approach
- ✓ Faster path to Ellucian Student Saas and AI capabilities
- ✓ Eliminate risk of non-compliant / non-supported Banner 8 modules (e.g. state reporting)

	SaaS Software	Professional Services*	POD Support	6 Months Managed Cloud	6 Months Oracle	Total Cost
Year 1	$1,614,511	$650,000		$377,341	$75,000	$2,716,852
Year 2	$1,313,379	$2,145,693	$1,463,467			$4,922,539
Year 3	$1,424,120		$1,463,467			$2,887,587
Year 4	$1,466,844					$1,466,844
Year 5	$1,510,849					$1,510,849
	$7,329,703	**$2,795,693**	**$2,926,934**	**$377,341**	**$75,000**	**$13,504,671**

**** Includes 60 hours of complimentary services as an indication of Ellucian's commitment to our partnership with Texas Southern University***

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TSU MODERNIZATION

Why Choose Technical Modernization First? (SIS only)

- ✓ Exit legacy Managed Cloud in just **6 months**
- ✓ Oracle licensing eliminated
- ✓ Year 1 integration included ($1M+ value)
- ✓ Lower implementation risk with phased approach
- ✓ Faster path to Ellucian Student Saas and AI capabilities
- ✓ Eliminate risk of non-compliant / non-supported Banner 8 modules (e.g. state reporting)

	SaaS Software	Professional Services	POD Support	6 Months Managed Cloud	6 Months Oracle	Total Cost
Year 1	$1,614,511	$650,000		$377,341	$75,000	$2,716,852
Year 2	$1,155,171	$2,095,693	$966,895			$4,217,759
Year 3	$1,189,826		$966,895			$2,156,721
Year 4	$1,225,521					$1,225,521
Year 5	$1,262,286					$1,262,286
	$6,447,315	**$2,745,693**	**$1,933,790**	**$377,341**	**$75,000**	**$11,579,139**

TSU will run/pay for Ellucian HCM/Finance during Workday implementation

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SAAS MODERNIZATION

Pricing Comparisons

Current

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Banner Maintenance	$505,762	$520,934	$536,563	$552,659	$569,239	$2,685,157
Managed Cloud	$754,682	$799,963	$847,961	$898,838	$952,769	$4,254,213
Oracle	$150,000	$160,500	$171,735	$183,756	$196,619	$862,610
Total Cost	$1,410,444	$1,418,397	$1,556,259	$1,635,253	$1,718,627	**$7,801,980**

Student Signature

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
SaaS Software	$1,614,511	$1,313,379	$1,424,120	$1,466,844	$1,510,849	$7,329,703
Professional Services	$3,337,495	$0	$0	$0	$0	$3,337,495
Integrations	$2,000,000	$0	$0	$0	$0	$2,000,000
POD Support (Christi)	$0	$1,463,467	$1,463,467	$0	$0	$2,926,934
Managed Cloud	$754,682	$799,963	$0	$0	$0	$1,554,645
Oracle	$150,000	$160,500	$0	$0	$0	$310,500
Total Cost	$7,856,688	$3,737,309	$2,887,587	$1,466,844	$1,510,849	**$17,459,277**
Delta	$6,446,244	$2,318,912	$1,331,328	($168,409)	($207,778)	**$9,720,297**

Technical Modernization

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
SaaS Software	$1,614,511	$1,313,379	$1,424,120	$1,466,844	$1,510,849	$7,329,703
Professional Services	$650,000	$2,145,693	$0	$0	$0	$2,795,693
Integrations (included)	$0	$0	$0	$0	$0	$0
POD Support (Christi)	$0	$1,463,467	$1,463,467	$0	$0	$2,926,934
Managed Cloud	$377,341	$0	$0	$0	$0	$377,341
Oracle	$75,000	$0	$0	$0	$0	$75,000
Total Cost	$2,716,852	$4, 922,539	$2,887,587	$1,466,844	$1,510,849	**$13,504,671**
Delta	$1,306,408	$3,504,142	$1,331,328	($168,409)	($207,778)	**$5,765,691**

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SAAS MODERNIZATION

Pricing Comparisons (SIS only)

Current

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Banner Maintenance	$505,762	$520,934	$536,563	$552,659	$569,239	$2,685,157
Managed Cloud	$754,682	$799,963	$847,961	$898,838	$952,769	$4,254,213
Oracle	$150,000	$160,500	$171,735	$183,756	$196,619	$862,610
Total Cost	$1,410,444	$1,418,397	$1,556,259	$1,635,253	$1,718,627	**$7,801,980**

Student Signature

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
SaaS Software	$1,614,511	$1,155,171	$1,189,826	$1,225,521	$1,262,286	$6,447,315
Professional Services	$3,287,495	$0	$0	$0	$0	$3,287,495
Integrations	$2,000,000	$0	$0	$0	$0	$2,000,000
POD Support (Christi)	$0	$1,463,467	$1,463,467	$0	$0	$2,926,934
Managed Cloud	$754,682	$799,963	$0	$0	$0	$1,554,645
Oracle	$150,000	$160,500	$0	$0	$0	$310,500
Total Cost	$7,806,688	$3,579,101	$2,653,293	$1,225,521	$1,262,286	**$16,526,889**
Delta	$6,396,244	$2,160,704	$1,097,034	($409,732)	($456,341)	**$8,787,909**

Technical Modernization

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
SaaS Software	$1,614,511	$1,155,171	$1,189,826	$1,225,521	$1,262,286	$6,447,315
Professional Services	$650,000	$2,095,693	$0	$0	$0	$2,745,693
Integrations (included)	$0	$0	$0	$0	$0	$0
POD Support (Christi)	$0	$966,895	$966,895	$0	$0	$1,933,790
Managed Cloud	$377,341	$0	$0	$0	$0	$377,341
Oracle	$75,000	$0	$0	$0	$0	$75,000
Total Cost	$2,716,852	$4,217,759	$2,156,721	$1,225,521	$1,262,286	**$11,579,139**
Delta	$1,306,408	$2,799,362	$600,462	($409,732)	($456,341)	**$3,840,159**

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Questions?

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TEXAS SOUTHERN UNIVERSITY

20-Year Total Cost of Ownership Comparison

Banner Student Information System Modernization | Current Environment vs. Proposed Ellucian SaaS

20-YEAR COST COMPARISON	PROJECTED COST
Current-state environment	$44,989,063
Proposed SaaS solution	$36,232,147
Projected long-term cost avoidance	**$8,756,916**
Reduction in projected total cost	19.5%

Annual cost projection | Amounts in dollars; positive variance indicates SaaS cost avoidance

Year	Current state	Proposed SaaS	Difference
1	$1,410,444	$2,442,362	$-1,031,918
2	$1,381,397	$4,042,790	$-2,661,393
3	$1,453,258	$2,111,247	$-657,989
4	$1,529,163	$1,269,932	$259,231
5	$1,609,354	$1,308,030	$301,324
6	$1,694,083	$1,347,271	$346,812
7	$1,783,619	$1,387,689	$395,930
8	$1,878,248	$1,429,320	$448,928
9	$1,978,273	$1,472,200	$506,073
10	$2,084,015	$1,516,366	$567,649

Year	Current state	Proposed SaaS	Difference
11	$2,195,817	$1,561,857	$633,960
12	$2,314,040	$1,608,713	$705,327
13	$2,439,069	$1,656,974	$782,095
14	$2,571,311	$1,706,683	$864,628
15	$2,711,200	$1,757,884	$953,316
16	$2,859,195	$1,810,620	$1,048,575
17	$3,015,784	$1,864,939	$1,150,845
18	$3,181,486	$1,920,887	$1,260,599
19	$3,356,849	$1,978,514	$1,378,335
20	$3,542,457	$2,037,869	$1,504,588

Basis and considerations. Projection reflects the University's comparative 20-year planning model. Current state includes Banner, managed cloud and Oracle costs. Proposed solution includes SaaS subscription, professional services for migration/implementation, premium support during implementation and post-go-live, and transitional managed cloud and Oracle costs. The current-state model assumes 3% annual escalation associated with the Texas Connection Consortium (TCC) renewal. The analysis is a planning estimate, not a 20-year contractual commitment; actual costs and avoided expenditures depend on final contract terms, implementation, decommissioning and future operating requirements.

Texas Southern University
Board of Regents
Thursday, November 12, 2026

Value Proposition for
Ellucian's Proposed Modernization of
Banner Student Information System

Texas Southern University

Ellucian Banner Modernization Value Proposition

Proposed Investment: Technical Modernization from Managed Cloud Banner Student Ellucian Student powered by Banner (Software-as-a-Service deployment), followed Ellucian Student Signature
Scope: Student Information System (SIS), including Student Aid
Planning Horizon: 10 years
Incremental 10-Year Investment: $1,525,353 compared with remaining on Managed Cloud Banner Student
Average Incremental Investment: $152,535 per year

TSU separately plans to transition HCM and Finance to Workday. This business case is focused exclusively on the modernization and value of TSU's Student and Student Aid environment through Ellucian Student Signature.

Executive Summary

Recommendation

Approve Texas Southern University's modernization from Managed Cloud Banner Student to Ellucian Student powered by Banner (Software-as-a-Service deployment), followed by Ellucian Student Signature.

The Board decision is whether the **additional $1,525,353 over 10 years — the difference between continuing Managed Cloud Banner Student (estimated $16,801,854) and completing the proposed modernization ($18,327,207) — is justified by the value a modern SIS can create for TSU's students and operations.**

The financial hurdle is modest relative to TSU's scale. TSU reports enrollment of more than 8,600 students. At TSU's published annual in-state undergraduate tuition and fee level of $9,174, approximately **17 additional student-years per year would generate $155,958 in gross tuition and fee revenue**, slightly more than the average annual incremental investment. That represents approximately **0.2% of TSU's reported enrollment**.[1] [2]

This is a break-even illustration, not a forecast. The return can come from multiple sources: increased enrollment, improved persistence and retention, more effective Student Aid processes, reduced student friction, staff capacity recovered through automation, and better use of data, analytics, and AI.

Alignment With Ascend 2030

The modernization directly supports TSU's Ascend 2030 commitment to **"Renew, Enhance, and Expand"** and aligns with its Focus Four Priorities.[3]

- **Student Achievement & Outcomes:** Supports enrollment growth, persistence, completion, academic planning, registration, Student Aid, and earlier student intervention
- **Academic Research & Innovation:** Establishes a modern SIS foundation that can support evolving learner pathways and future student-facing innovation
- **Operational Excellence:** Simplifies student-facing processes, reduces manual work, and improves access to student data and analytics
- **Technology & Artificial Intelligence:** Advances TSU's objective to modernize technology and **"deploy intelligent automation/AI across student services units"**

AI is particularly relevant because TSU has already identified AI-driven student success as a strategic priority. Ellucian Student Signature is designed to combine higher education data, workflows, analytics, automation, and AI across the student lifecycle. The objective is measurable improvement: faster student service, earlier identification of students needing support, reduced repetitive work, more effective Student Aid processes, and fewer administrative barriers that can contribute to melt or stop-outs.

Why Act Now?

Waiting does not eliminate TSU's current SIS operating costs. It delays the benefits of modernization while Ascend 2030 already calls for improved student experience, enrollment growth, persistence and completion, stronger analytics, operational efficiency, technology modernization, and AI.

The Board is not being asked to invest $1.525 million simply to replace technology. It is being asked whether an incremental investment averaging approximately $152,535 per year is justified to modernize the SIS supporting more than 8,600 students and advance priorities TSU has already established.

With an annual financial hurdle equivalent to approximately **17 student-years**, combined with opportunities for Student Aid improvement, staff efficiency, automation, analytics, and AI-enabled student success, the investment provides a measurable and strategically aligned path forward.

Detailed Business Case

1. The Investment Decision

A skeptical Trustee may reasonably ask:

"Why spend $1.525 million more when TSU can continue operating its current system?"

The answer begins with the correct comparison.

The $1,525,353 represents the **10-year difference between continuing Managed Cloud Banner Student (estimated $16,801,854) and completing the proposed modernization ($18,327,207)**. TSU is not choosing between spending $1.525 million and spending nothing. It will incur substantial costs to maintain the existing environment either way.

The investment question is therefore whether approximately **$152,535 per year of additional cost can produce at least that amount of additional institutional value.**

That creates a clear and measurable threshold.

The modernization makes economic sense if improvements across enrollment, persistence, Student Aid, student experience, staff capacity, process efficiency, analytics, automation, and other measurable outcomes collectively exceed the incremental investment.

The financial case does not require a dramatic transformation in any one measure. Multiple comparatively small improvements can combine to produce the return.

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2. The 10-Year Financial Case

Measure	Amount
Incremental 10-year modernization investment	**$1,525,353**
Average incremental investment per year	**$152,535**
Published annual in-state undergraduate tuition and fees	**$9,174**
Approximate additional student-years needed annually to equal average incremental investment	**17**
Gross annual tuition and fee value of 17 student-years	**$155,958**
Approximate share of 8,600-student enrollment	**0.2%**

This is a **gross-revenue break-even illustration, not a forecast or guarantee**.

Its purpose is to put the incremental investment into context. If improvements in enrollment and persistence were equivalent to approximately 17 additional student-years each year, the associated gross tuition and fee revenue would be comparable to the average annual incremental cost of modernization.

The business case does not depend on achieving all value through enrollment. Student persistence, Student Aid improvements, staff efficiency, automation, reduced administrative friction, and other benefits can contribute simultaneously.

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3. Quantifiable Return Scenarios

Scenario A: Student Persistence and Retention

Student persistence is both a mission outcome and a financial outcome.

At TSU's published annual in-state undergraduate tuition and fee level of $9,174:

Additional Student-Years	Gross Annual Tuition and Fee Revenue
10	**$91,740**
17	**$155,958**
20	**$183,480**
30	**$275,220**

The 17-student-year scenario generates gross tuition and fee revenue slightly above the average annual incremental modernization investment.

Ellucian Student Signature can support persistence by helping TSU reduce friction across academic planning, registration, Student Aid, degree progress, communications, and other critical points in the student journey. Better access to data and analytics can also help staff identify and respond to issues earlier.

Technology does not retain students by itself. Its value is in giving TSU staff and students better processes, information, and tools with which to act.

Board Metric

Measure persistence and retention against preimplementation baselines, with particular attention to student populations and processes affected by the modernization.

Scenario B: Enrollment Growth and Yield

Ascend 2030 explicitly calls for TSU to **"grow total enrollment."**[3]

A modern SIS can support that objective by reducing administrative friction as students move from application through enrollment, Student Aid, registration, and the start of the academic term.

Using the same annual in-state undergraduate tuition and fee assumption:

Net Additional Students Per Year	Approximate Gross Annual Tuition and Fee Revenue
10	**$91,740**
17	**$155,958**
25	**$229,350**
50	**$458,700**
100	**$917,400**

These are illustrations rather than forecasts. They demonstrate the scale of the financial hurdle.

Approximately 17 additional student-years represent only **0.2% of TSU's reported enrollment**.

Board Metric

Track application completion, enrollment conversion, melt, registration completion, and net enrollment before and after relevant processes are modernized.

Scenario C: Student Aid Effectiveness

Financial barriers can affect whether students enroll, remain enrolled, and complete their education.

Ellucian Student Signature includes capabilities supporting Student Aid processes, including net price calculator and scholarship management, along with workflows, forms, automation, reporting & analytics, and student-facing capabilities that can help TSU improve the way students and staff navigate financial aid-related activities.

Potential areas of measurable value include:

- Faster completion of Student Aid processes
- Reduced manual follow-up
- Better visibility into incomplete student requirements
- Improved scholarship administration
- Reduced administrative handoffs
- Faster responses to student questions
- More staff capacity for complex cases
- Fewer enrollment or persistence barriers related to incomplete processes

The value of Student Aid modernization should therefore be evaluated both operationally and in terms of its potential contribution to student persistence.

Board Metric

Track processing times, outstanding student requirements, manual touches, response times, scholarship utilization, and student outcomes associated with unresolved financial barriers.

Scenario D: Staff Efficiency and Capacity

Ascend 2030 calls for **"highly effective, efficient operations"** and simplified administrative processes.[3]

The value of automation should be measured as capacity returned to the institution, not simply as staff reduction.

Examples include:

- Fewer manual student record transactions
- Reduced duplicate data entry
- Automated routing and approvals
- Reduced manual reporting and reconciliation
- Faster processing of routine student requests
- Fewer handoffs between offices
- More effective student self-service
- More staff time available for advising, intervention, analysis, and complex student needs

For illustration, at an assumed fully loaded staff cost of **$40 per hour**, recovering approximately **3,813 staff hours annually** would equal the average $152,535 annual incremental investment.

That is approximately **1.8 full-time-equivalent years of staff capacity**, using 2,080 hours as the annual FTE assumption.

This does not mean TSU needs to eliminate 1.8 positions. It demonstrates the amount of staff capacity that would be financially comparable to the annual incremental investment.

Board Metric

Baseline high-volume SIS and Student Aid processes and measure transaction time, staff touches, processing hours, error and rework rates, and cycle times following modernization.

4. Student Experience Is an Economic Issue

Student experience should not be treated only as a satisfaction measure.

Students encounter numerous administrative requirements throughout their journey: application, Student Aid, registration, academic planning, payment-related actions, enrollment status, degree progress, and other required transactions.

Every unnecessary handoff, unclear requirement, duplicate step, or delayed response creates additional friction.

For some students, friction is inconvenient. For others, particularly students balancing financial, work, family, or academic pressures, administrative friction can become another reason to delay registration, stop out, or disengage.

Ascend 2030 recognizes the importance of improving student-facing processes.[3]

Ellucian Student Signature provides an opportunity to create a more connected experience in which students can better understand what they need to do, complete required actions, navigate their academic path, interact with Student Aid, and receive assistance earlier.

For the Board, this matters because improving student experience can contribute directly to enrollment, persistence, completion, and institutional sustainability.

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5. AI: From Strategic Priority to Measurable Student Outcomes

TSU has made AI an explicit institutional priority.

Ascend 2030 calls for TSU to **"deploy intelligent automation/AI across student services units"** to improve operational efficiency and the student technology experience.[3]

TSU's **"AI-Driven Excellence: Transforming Student Success from Recruitment to Graduation"** initiative similarly describes using AI and analytics to improve recruitment, admissions, student progression, intervention, and retention.[4]

Ellucian Student Signature aligns with that direction because it is designed to bring data, workflows, automation, analytics, and AI together within higher education processes.

Ellucian's AI messaging centers on three principles:

AI That Provides Measurable ROI

AI should produce measurable outcomes rather than exist simply as a technology feature.

For TSU, relevant measures could include:

- Staff hours recovered
- Faster response times
- Increased completion of student processes
- Earlier interventions
- Improved persistence
- Reduced manual reporting or processing

AI That Addresses Complex Higher Education Workflows

Student processes contain institutional policies, dependencies, academic rules, financial requirements, and regulatory considerations.

The opportunity is to apply intelligence to these higher education-specific workflows so students and employees spend less time navigating administrative complexity.

AI That Is Responsible and Reliable

Trust is essential for AI used in student-facing and mission-critical processes.

AI should operate within appropriate institutional controls, data governance, and policies so that efficiency does not come at the expense of reliability or institutional accountability.

Potential TSU Use Cases

AI and intelligent automation can create measurable value by helping TSU:

- Reduce repetitive administrative work
- Accelerate routine student service
- Identify students requiring attention earlier
- Improve consistency in student communications
- Support more proactive use of student data
- Reduce manual process cycles
- Help students navigate administrative requirements
- Improve Student Aid workflows

Board Metric

Each significant AI use case should have an identified owner, baseline, expected outcome, governance requirements, and post-deployment measurement.

This keeps AI tied to institutional performance rather than technology adoption alone.

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6. Alignment With the Focus Four Priorities

Student Achievement & Outcomes

Ascend 2030: "Texas Southern will prioritize student success."[3]

Ascend 2030 also calls for targeted interventions supporting persistence, progression, and completion, as well as enrollment growth.

Ellucian Student Signature Connection

A modern SIS supports the operational foundation underneath those outcomes:

- Enrollment
- Registration

- Student records
- Student Aid
- Academic planning
- Degree progress
- Student communications
- Analytics
- Intervention

Potential Measures

Enrollment, persistence, progression, stop-outs, registration completion, completion, and time-to-degree.

Academic Research & Innovation

Ascend 2030 calls for innovative teaching and learning, expanded access, evolving educational pathways, and greater use of technology.[3]

Ellucian Student Signature Connection

A modern SaaS SIS provides infrastructure capable of supporting evolving student populations, academic pathways, online and hybrid growth, credit mobility, and future student-facing innovation.

Potential Measures

Student participation in new pathways, credit recognition, online enrollment, time-to-completion, and accessibility of student services.

Operational Excellence

Ascend 2030 calls for **“highly effective, efficient operations.”**[3]

It also emphasizes simplified administrative processes and stronger analytics.

Ellucian Student Signature Connection

Capabilities including business process automation, forms, workflow builder, reporting & analytics, data orchestration, integration management, and central workspace can help TSU reduce repetitive work and improve access to information.

Potential Measures

Staff hours per transaction, process cycle times, manual touches, errors and rework, reporting time, and student service response time.

Technology & Artificial Intelligence

Ascend 2030 calls on TSU to modernize technology and integrate emerging technologies, including intelligent automation and AI.[3]

Ellucian Student Signature Connection

Moving from the current managed cloud SIS environment to Ellucian Student Signature creates a SaaS-native foundation designed to support continuous innovation, analytics, automation, integrations, and AI-enabled higher education workflows.

Potential Measures

Automated processes, AI-enabled workflows, staff hours recovered, student service response times, modernization milestones, and adoption of new capabilities.

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7. Why Ellucian Student Signature

Ellucian Student Signature is the Ellucian Student offering for institutions looking to scale and transform by leveraging AI-powered capabilities, automation, and best practices.[7]

For TSU, the value centers on the student lifecycle and Student Aid.

Relevant capabilities include:

Recruiting & Admissions

- application management
- lead generation
- international student management

Student Aid

- net price calculator
- scholarship management

Student Success

- degree auditing
- smart planning & registration

- credit recognition
- appointment scheduling

Ellucian Platform Capabilities Supporting the SIS

- central workspace
- business process automation
- document management + AI Assistant
- reporting & analytics
- data orchestration
- integration management
- forms
- communication services
- transcript exchange
- workflow builder

The value proposition is not simply access to more functionality. It is the ability to connect these capabilities to measurable institutional outcomes.

For example:

- smart planning & registration can reduce friction as students build and adjust their academic paths
- degree auditing can give students and staff clearer visibility into progress toward completion
- scholarship management can help connect students to available financial resources
- business process automation and workflow builder can reduce repetitive administrative activity
- reporting & analytics can provide better visibility into student trends and operational performance
- AI-enabled capabilities can help TSU change how selected student-facing and administrative work gets done

The modernization should therefore be governed as an institutional improvement initiative rather than solely as an SIS implementation.

---

8. Why Move From Managed Cloud to SaaS?

A managed cloud environment addresses where and how the existing system is operated.

SaaS modernization addresses a broader question: **How should TSU's SIS operate and evolve over the next decade?**

The proposed path moves TSU to Ellucian Student Signature.

The value of that progression includes a foundation designed for:

- Standardized SaaS delivery
- Continuous innovation
- Integrated student data
- Analytics
- Workflow automation
- AI-enabled capabilities
- Modern student experiences
- More scalable integrations
- Reduced dependence on aging operating approaches

The Board is therefore investing in a change in institutional capability, not simply a change in hosting.

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9. Why Sign Now?

The case for action is connected directly to TSU's strategic timing.

Ascend 2030 already calls for:

- Enrollment growth
- Improved student success
- Increased persistence and completion
- Improved student experience
- More efficient operations
- Stronger analytics
- Technology modernization
- Intelligent automation
- Artificial intelligence

Waiting does not remove TSU's current SIS operating costs. It postpones the capabilities intended to address those priorities.

Delay also creates opportunity cost.

For each year modernization is deferred, TSU delays the opportunity to:

- Improve student-facing processes
- Recover staff capacity

- Deploy new automation
- Expand use of analytics
- Introduce AI-enabled workflows
- Reduce administrative friction
- Improve Student Aid processes
- Influence enrollment and persistence outcomes

The relevant comparison is therefore not merely “modernize now” versus “modernize later.”

It is the value TSU may defer while continuing to fund the current environment.

---

10. Trustee Questions and Responses

“Why Spend $1.525 Million More if the Current SIS Still Works?”

Because maintaining an operational system and modernizing institutional capability are different objectives.

TSU can continue operating its current environment, but doing so does not inherently advance the student experience, automation, AI, analytics, and modernization objectives in Ascend 2030.

The Board is deciding whether those additional capabilities are worth an average incremental investment of approximately $152,535 per year.

“Are the Revenue and Efficiency Benefits Guaranteed?”

No.

Technology creates capabilities. Institutional execution produces outcomes.

Enrollment, retention, staff productivity, and other results depend on implementation, adoption, process redesign, leadership, and how effectively TSU uses the capabilities.

The financial scenarios establish measurable thresholds against which TSU can evaluate the investment rather than representing guaranteed outcomes.

“Does the Investment Need a Large Enrollment Increase to Pay for Itself?”

No.

Approximately **17 additional student-years per year**, using TSU's published in-state undergraduate tuition and fee level, would generate gross tuition and fee revenue comparable to the average annual incremental investment.

That represents approximately **0.2% of reported enrollment**.

And enrollment does not need to carry the entire return. Persistence, Student Aid improvements, staff efficiency, automation, and other measurable outcomes can contribute.

"Why Is Student Aid Part of the Value Case?"

Because financial processes are closely connected to whether students can enroll and remain enrolled.

Administrative delays, incomplete requirements, scholarship access, and communication can all affect the student journey.

Improving Student Aid processes can therefore create both operational value and student-success value.

"Why Is AI Relevant to an SIS Decision?"

Because AI is most useful when it can act on relevant data and workflows.

A modern SIS is a critical source of information and processes associated with enrollment, academic progress, Student Aid, registration, and student engagement.

Modernizing that environment creates stronger conditions for TSU to apply AI and intelligent automation to student-service workflows in ways that can be measured.

"Why Ellucian?"

TSU already operates Banner, allowing the modernization path to build on its existing SIS foundation rather than treating the initiative as a complete replacement of its student-system heritage.

The proposed path first moves TSU to Ellucian Student powered by Banner and then to Ellucian Student Signature.

Ellucian Student is purpose-built for higher education and focused on the end-to-end student lifecycle. Its capabilities address areas directly connected to enrollment, Student Aid, academic progress, student experience, analytics, automation, and student success.

Ellucian's approved messaging reflects a central principle relevant to this investment:

Student success is institutional success.

"Why Not Wait?"

Because the strategic priorities the modernization is intended to address already exist.

TSU has already identified student success, enrollment, operational efficiency, technology modernization, analytics, and AI as priorities through Ascend 2030.

Waiting delays access to the capabilities intended to advance those priorities while TSU continues incurring the cost of its current environment.

---

11. Recommended Board Accountability Framework

Approval should be paired with a value scorecard so TSU can measure whether the modernization is producing the expected institutional benefits.

Outcome Area	Suggested Measures
Enrollment	Net enrollment, application completion, yield, melt
Student Success	Persistence, progression, stop-outs, completion
Student Experience	Process completion, service response time, student satisfaction
Student Aid	Processing time, incomplete requirements, scholarship utilization, response time
Staff Efficiency	Hours saved, process cycle time, manual touches, rework
AI & Automation	Processes automated, hours recovered, AI-enabled outcomes
Data & Analytics	Reporting cycle time, data accessibility, interventions
Technology	Modernization milestones, support effort, redundant processes or tools retired
Financial	Incremental gross tuition and fee revenue, quantified staff capacity, cumulative value

Management should establish preimplementation baselines for priority outcomes so improvement can be measured over time.

The core financial accountability question is simple:

Is the modernization producing at least $152,535 per year in measurable institutional value through enrollment, persistence, Student Aid, staff efficiency, automation, or other documented benefits?

Over the full term, the corresponding measure is whether cumulative institutional value exceeds the **$1,525,353 incremental 10-year investment**.

Conclusion

Texas Southern University's proposed modernization should be viewed as an investment in the SIS foundation required to execute Ascend 2030.

For an incremental **$1,525,353 over 10 years**, TSU can move beyond maintaining Managed Cloud Banner Student and establish a path to Ellucian Student Signature — a SaaS-native offering designed to support the student lifecycle, Student Aid, analytics, automation, and AI.

The economic hurdle is measurable.

The incremental investment averages approximately **$152,535 per year**.

At TSU's published annual in-state undergraduate tuition and fee level, approximately **17 additional student-years per year** would generate **$155,958 in gross tuition and fee revenue**, an amount comparable to the average annual incremental investment.

That is approximately **0.2% of TSU's reported enrollment**.

TSU does not need to achieve the return through enrollment alone. The value can come from a combination of:

- Increased enrollment
- Improved persistence and retention
- More effective Student Aid
- Staff capacity
- Process automation
- Reduced administrative friction
- Better analytics
- AI-enabled student services

The strategic case is equally clear.

Ascend 2030 calls for TSU to modernize technology, improve student-facing processes, increase enrollment, strengthen persistence and completion, improve analytics, increase operational efficiency, and deploy AI and intelligent automation.

Ellucian Student Signature provides a SIS foundation designed to support those objectives.

The Board is therefore not being asked to spend $1.525 million simply to replace an SIS. It is being asked whether investing approximately $152,535 per year above the cost of maintaining the current environment is a reasonable investment to improve the technology foundation supporting student success at a university serving more than 8,600 students.

The threshold is measurable. The strategic alignment is direct. And the value can be tracked over the full 10-year investment period.

Sources and Financial Assumptions

1. Texas Southern University, "About TSU." Current institutional facts. TSU reports enrollment of more than 8,600 students.

2. Texas Southern University, 2026–27 estimated cost of attendance. Undergraduate in-state tuition and fees: $9,174 annually.

3. Texas Southern University, *ASCEND 2030 Strategic Plan*, 2026. Strategic priorities and quotations referenced throughout this document.

4. Texas Southern University, *Legislative Appropriations Request for Fiscal Years 2026 and 2027*. Exceptional item, "AI-Driven Excellence: Transforming Student Success from Recruitment to Graduation."

5. Texas Southern University, Registrar. Academic calendar and student administrative requirements.

6. Ellucian Student Message House, March 6, 2026. Ellucian Student positioning, student success, SaaS, institutional outcomes, and AI messaging.

7. Ellucian Taxonomy 2026. Ellucian Student, Ellucian Student powered by Banner, Ellucian Student Signature, Pillars, Offerings, and capability terminology.

8. Incremental Investment Assumption. The $1,525,353 incremental investment is based on the commercial comparison provided for this Board analysis: the difference between TSU's 10-year cost of remaining on Managed Cloud Banner Student and the overall cost of the proposed modernization.

Financial Interpretation Note

Enrollment and retention examples use **gross tuition and fee revenue** as a transparent Board-level illustration of the scale of student outcomes relative to the incremental investment.

At $9,174 per student-year, 17 additional student-years represent **$155,958 in gross tuition and fee revenue**.

The calculation is intended as a break-even illustration and does not represent a guaranteed financial result.

Enrollment, persistence, Student Aid, staff-efficiency, automation, and other examples are scenario analyses intended to establish measurable thresholds for evaluating the modernization investment. Actual outcomes will depend on implementation, adoption, institutional processes, and TSU execution.

TEXAS CONNECTION CONSORTIUM

ORDER FORM

LIT Control Number:	
TCC Member Name	Texas Southern University
	("Client" or "the TCC Member")
Underlying Agreement:	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through **Lamar Institute of Technology** ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company LLC** ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in 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 required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services. Exhibits 1 through 4 are incorporated herein by this reference.

PROFESSIONAL SERVICES PHASE ONE [1,2,3]			
Description	**Quantity**	**Rate**	**Fee**
Ellucian - Application Management Implementation - Advanced Administration	78	$253	$19,734
Ellucian Student Signature - Ethos Services - Advanced Administration	512	$253	$129,536
Ellucian Student - Insights ERP Implementation - Advanced Administration	503	$253	$127,259

Technical Modernization	Fixed Fee	Fixed Fee	$500,000
Banner SaaS Pass [4]	Fixed Fee	Fixed Fee	$16,630
Ellucian Project Management Services	285	$253	$72,105
TOTAL PROFESSIONAL SERVICES FEES:			**$865,264**

Notes for Professional Services Phase One:

[1] Ellucian's acceptance of this Order Form is contingent upon the parties' mutual execution of a separate written TCC Order Form for the Client's transition to Ellucian Student Signature.

[2] For a description of the terms and conditions governing the Professional Services, please refer to the Ellucian Professional Services Terms and Conditions attached hereto as **Exhibit 1**. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, it will be set forth in a Statement of Work ("Statement of Work") attached hereto as **Exhibit 2**.

[3] The fees for the fixed fee services identified in the table above covers Ellucian's delivery of such services, as described in the Statement of Work, over a period of up to twelve months (12) beginning January 11, 2027 (the "Delivery Period"). In the event that the fixed fee services are not completed by the end of the Delivery Period, through no fault of Ellucian, additional monthly fees of not more than seven percent (7%) of the total for the fixed fee services package will apply beginning on March 1, 2028 and will continue, on a monthly basis, until such time as Client is in live, production use of the ERP Cloud Software. The total payable for fixed fees will be invoiced monthly as provided below.

[4] With respect to Banner SaaS Pass as identified in the table above, for a period of only two (2) years commencing on the Beginning Date applicable to ERP Cloud Software, Ellucian will provide Client with a set number of seats and access to certain pre-determined public classes as further described in the Ellucian Instructor Led Training ("ILT") product specification sheet attached hereto as **Exhibit 3**.

PROFESSIONAL SERVICES PHASE TWO [1,2,3]			
Description	**Quantity**	**Rate**	**Fee**
Ellucian Student Advanced Administration Signature Modernization	Fixed Fee	Fixed Fee	$1
Ellucian Student - Project Manager - Advanced Administration	750	$253	$189,750
Ellucian Student - Change Management - Advanced Administration	387	$253	$97,911
Ellucian Student - Solution Architect - Advanced Administration	400	$253	$101,200
Ellucian Student - Testing Lead - Advanced Administration	600	$253	$151,800
Ellucian Student - Technical Architect - Advanced Administration	160	$253	$40,480
Ellucian Student - Identity Management Tactical Planning - Advanced Administration	101	$253	$25,553
Ellucian Student - SaaS Reporting Assessment and Strategic Plan - Advanced Administration	170	$253	$43,010
Ellucian Student - SaaS Extensibility Consulting - Advanced Administration	1,156	$253	$292,468
Ellucian Student - Extensibility Development Package - Advanced Administration	672	$253	$170,016
Ellucian Student Signature - Technical Consulting - Advanced Administration	51	$253	$12,903
Ellucian Student Signature - Functional Consulting - Advanced Administration	1,047	$253	$264,891
Ellucian Student Signature- Sprint 0 - Advanced Administration	406	$253	$102,718
Ellucian Student - Ellucian Smart Planning & Integration Implementation - Advanced Administration	275	$253	$69,575
Ellucian Student Signature - Post Go Live - Advanced Administration	237	$253	$59,961
Ellucian - Scholarship Management Implementation	100	$253	$25,300
Ellucian - Net Price Calculator Implementation	39	$253	$9,867
Ellucian - Lead Generation Implementation	16	$253	$4,048
Credential Discovery Implementation	57	$253	$14,421
Productized Integration Implementation	20	$253	$5,060
Evisions Form Fusion Template Development and Consulting	Fixed Fee	Fixed Fee	$6,370
Enterprise Job Schedule - Student	Fixed Fee	Fixed Fee	$4,770
Enterprise Job Schedule - Financial Aid	Fixed Fee	Fixed Fee	$22,790
Enterprise Job Schedule - Accounts Receivable	Fixed Fee	Fixed Fee	$5,300

TOTAL PROFESSIONAL SERVICES FFES	**$1,720,162**

Notes for Professional Services Phase Two :

[1] Ellucian's acceptance of this Order Form is contingent upon the parties' mutual execution of a separate written TCC Order Form for the Client's transition to Ellucian Student Signature.

[2] For a description of the terms and conditions governing the Professional Services, please refer to the Ellucian Professional Services Terms and Conditions attached hereto as **Exhibit 1**. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, it will be set forth in **Exhibit 2.**

[3] The fees for the fixed fee services identified in the table above covers Ellucian's delivery of such services, as described in the Statement of Work, over a period of up to eighteen months (18) beginning October 1, 2027 (the "Delivery Period"). In the event that the fixed fee services are not completed by the end of the Delivery Period, through no fault of Ellucian, additional monthly fees of not more than seven percent (7%) of the total for the fixed fee services package will apply beginning on March 1, 2029 and will continue, on a monthly basis, until such time as Client is in live, production use of the ERP Cloud Software. The total payable for fixed fees will be invoiced monthly as provided below.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice:

- for phase one twelve (12) successive monthly installments for all Professional Services to be performed on a fixed fee basis unless otherwise provided herein, commencing on the 1st day of the next month following January 1, 2027. The initial monthly installment amount shall be $43,058 and each monthly installment thereafter shall be $43,052;
- for phase two one installment in the amount of $39,230 for all Professional Services to be performed on a fixed fee basis unless otherwise provided herein commencing on October 1st, 2027.
- 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 expenses and other applicable charges in accordance with the terms of the 2022 Master Agreement if Ellucian's performance of Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicates that travel expenses are included).

Payment Terms. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

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. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

ELLUCIAN	**Texas Southern University**
By:	**By:**
Authorized Signature	*Authorized Signature*
Name:	**Name:**
Printed	*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 December 31, 2026.

Client's Billing Contact Information appears below.

Client Accounts Payable Contact Information:	**Client Cloud Software Provisioning Contact Information:**
Name:	**Name:**
Address:	**Title:**
City, State, Zip:	**Email:**

Email Address:
PO# (if applicable)

ELLUCIAN PROFESSIONAL SERVICES TERMS AND CONDITIONS

Hourly rates specified will be held in place for a period beginning on the Execution Date of an Order Form and ending eighteen (18) months later. Requests for any Professional Services beyond the eighteen (18) month period will be negotiated under a separate order form signed by both parties.

Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.

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 an Order Form. The total amount that Client will pay for services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date of an Order Form; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.

Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Professional Services.

Professional Services Assumptions

As applicable, the following assumptions will apply to Professional Services provided under an Order Form that has been executed between Ellucian and a client:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the project defined herein.
- Client will identify and provide access to their appropriate Information Technology and application staff members to work with and assist Ellucian throughout the engagement(s). Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless identified as onsite within the Services description documents included in this work order or otherwise determined during project planning call. Onsite engagements will require travel and expenses billed to the Client.
- Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies or 3rd parties to perform some or all of the responsibilities described in an Order Form, provided, however, that (1) Ellucian will not be relieved of any duty, responsibility or liability under an Order Form by reason of any such subcontracting , and (2) Ellucian will at all times remain responsible to Client for the performance of its responsibilities under an Order Form.
- Services may include non-Client facing time to support activities such as: preparation, research, and documentation.
- Ellucian travel expenses are paid by the Client per the terms and conditions of the contract.

- Services are delivered on a time and materials basis unless otherwise called out within the pricing documents.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in an Order Form or agreed to in advance.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, extensions, and customizations is the responsibility of Client.
- Client participation or shadowing for the installation portion of the engagement, if applicable, is excluded unless specifically defined in the description of Services.
- Client will ensure that the software release on the Client system is up-to-date, and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- If adding additional Ellucian solutions or modules, all Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this description of Services are out of scope and will not be provided by Ellucian.
- Ellucian's proposed level of effort outlined in the description of Services is based on the information provided as of the Execution Date. Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

Cancellation of Scheduled Professional Services. The parties agree that once Client and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and Client will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If Client desires to cancel or postpone scheduled Professional Services, Client must provide Ellucian with notice of such cancellation or postponement (a "Services Cancellation Notice"). For the purposes of this Section, Services Cancellation Notices must be provided by sending an email to: services@ellucian.com. When cancelling scheduled Professional Services, Client will be subject to the following cancellation fees as liquidated damages and not as penalties:

(a) If Ellucian receives the Services Cancellation Notice more than thirty (30) calendar days prior to the date on which Professional Services are scheduled to commence, Client will not be assessed a services cancellation fee;

(b) If Ellucian receives the Services Cancellation Notice less than thirty-one (31) calendar days, but more than fourteen (14) calendar days, prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to fifty percent (50%) of the total anticipated fee for the scheduled Professional Services; and

(c) If Ellucian receives the Services Cancellation Notice less than fifteen (15) calendar days prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to one hundred percent (100%) of the total anticipated fee for the scheduled Professional Services.

In addition to cancellation fees due under this Section, Client will be assessed the full amount of any airline- or hotel-imposed cancellation charges associated with previously purchased non-refundable fares or reservations (as applicable) incurred by Ellucian as a result of the cancellation.

Ellucian

Technical Modernization Statement of Work

Phase 1

Texas Southern University

September 21, 2026

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Phase 1 – Technical Modernization

1 Overview

Technical Modernization is a focused service designed to accelerate adoption of Ellucian SaaS by evaluating and addressing technical barriers that may impede a client's transition to the SaaS platform. The engagement focuses on integrations, reports, customizations, and other institution-specific technical solutions to determine the most appropriate approach for SaaS compatibility.

Technical Modernization is not a full ERP modernization or transformation engagement. This service does not include comprehensive business process redesign, module-by-module functional consulting, extensive organizational change management, or one-for-one replacement of all existing functionality.

The Client acknowledges that adoption of Ellucian SaaS may require acceptance of delivered baseline functionality and standard SaaS processes. Existing customizations, workflows, reports, integrations, and user experiences may not be replicated in the target environment. Where equivalent SaaS functionality is not available, the Client may be required to adopt standard delivered capabilities, utilize approved extensibility options, implement alternative SaaS-safe solutions, perform manual processes, or retire unsupported functionality.

At the completion of the engagement, the client is expected to be operating on Ellucian SaaS with identified technical requirements evaluated and dispositioned in accordance with the remediation categories defined in this Statement of Work.

2 Global Services Assumptions

2.1 General

- The Client may license additional products as part of the overall SaaS solution; however, only the services explicitly identified within this Statement of Work are included in the scope of the Technical Modernization engagement. Additional implementation, configuration, training, or consulting services may be obtained through a separate Statement of Work, change order, and/or services engagement.
- Services and onboarding activity will be provided remotely unless otherwise determined during project planning and/or defined request. The Client is responsible

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for travel expenses according to the contract terms if travel is required for any reason. Expenses are billed to the Client at the time they are incurred.

- Ellucian estimates are based on the assumptions that Client will adopt Ellucian's recommended practices, common business process models and data standards to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian-recommended practices for staff, faculty, and students.
    - If Client does not adopt Ellucian-recommended practices and business processes, the parties will negotiate a change order to determine any adjustments to scope, fees, and timeline. In the case of in-scope modification or extensibility work, recommended business processes may be modified to accommodate SaaS-safe extensions as may be defined and agreed between both parties.
- Ellucian's proposed level of effort for this project is based on the information provided as of the Execution Date. Any changes or additions to the scope will be managed by the Ellucian Project Manager and Client's Project Manager through a mutually agreed upon change order process.
- Any tasks, deliverables or services which are not described in the terms and conditions are out of scope and will not be provided by Ellucian except by mutually agreed upon change order.
- The project timeline will be developed collaboratively between the Client and Ellucian during the Planning and Initiation Phase. The proposed services are based on a 12-month timeline. If the project extends over 12 months, the client may incur additional costs to complete it.
    - The timeline depends upon the availability of key staff and subject matter experts from the Client to participate in onboarding/training/consulting sessions, provide responsive feedback as needed, and meeting deadlines for project work as agreed upon by the Ellucian and the Client.
    - Client acknowledges that the development of custom integrations may impact the implementation timeline and go-live date, and Ellucian shall not be liable for any delays resulting from the enhanced discovery process or development of custom integrations requested by Client.
- Ellucian will assess the Client's current use of Banner in the Managed Cloud environment and, in collaboration with the Client, identify customizations and modifications. Ellucian will provide recommendations for adopting delivered SaaS functionality, SaaS-safe extensibility options, or other supported solutions where applicable.

2.2 Client Responsibilities

- Except as explicitly stated in the Statement of Work (SOW) the Client is responsible for removing or decommissioning local modifications or Banner source-code modifications and for creating any new SaaS-friendly extensions (for example: central workspace cards, workflows, custom integrations, custom reports, etc.).

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- Attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader.
- Identify critical business and IT stakeholders to support assessment, UAT, and roll-out.
- Provide access to required test data and grant Ellucian appropriate remote connectivity and all required access to Ellucian products used (for example, Ethos Integration, Ethos Experience, Banner).
- Procure and configure any additional infrastructure, software, or support services needed to deploy the integration.
- The Client must assign a project manager and adopts a formal internal project management structure in addition to the Ellucian project manager.

3 Platform Installation Assumptions

3.1 Platform Dependencies

- The following core platform components are required and must be entitled and, where noted, configured, and operational prior to applicable services:
  - Ellucian ERP (Banner) - Configured/Operational
  - Ellucian Integration Management (formerly Ethos) including APIs and data models - Configured/Operational
  - Ellucian Low-Code Integrations (formerly Data Connect)
  - Ellucian Central Workspace (formerly Experience) - Configured/Operational
  - Ellucian Business Process Automation (formerly Ellucian Intelligent Processes)
  - Ellucian Reporting and Analytics (formerly Insights) – Configured/Operational
  - Ellucian LMS Connector (formerly Intelligent Learning Platform)
  - Ellucian Application Management (formerly Apply)
  - Ellucian Degree Works - Configured/Operational
- The Client is responsible for ensuring these components are available and fully functional unless explicitly included as part of the service scope.
- If any components from the above list are not available and fully functional, they will require additional scope and timeline and are expected to be implemented prior to the Technical Modernization.

3.2 Environment & Service Readiness

- The Client is responsible for ensuring that all prerequisite systems, components, and environments are installed, configured, and operational prior to the start of applicable services.
- Ellucian and the Client will jointly confirm that all required prerequisites, dependencies, and prior services have been completed and are functioning as intended before commencing subsequent services, including Technical Modernization activities.
- Required prerequisites may include (but are not limited to):

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    - Access to appropriate non-production and production environments
    - Installation and configuration of required Ellucian platforms (e.g., ERP, Ethos Integration, Experience)
    - Completion of prerequisite activities, worksheets, or data preparation
- If prerequisites are not met by agreed-upon deadlines:
    - Services may be delayed or rescheduled
    - The project timeline may be impacted
    - Additional costs may be incurred

3.3 Training Assumptions

- Client functional teams are not novice users of Banner and are competent, so no basic training is required.
- The Client is responsible for end-user training and Client-specific documentation.
    - Ellucian uses a "train-the-trainer" methodology to train the administrative and power users participating in the engagements. The expectation is that they will train the remaining staff.
    - Training materials are available to the client from the Customer Center.
- Training will be provided using a combination of modalities:
    - On-Demand Training (ODT) – Very high-level recordings that provide an overview of product functionality. These are useful to the Client as they are preparing for consulting sessions, as they help the user gain a basic understanding of the topic. This training is optional.
    - SaaS Pass, a package Instructor-Led Training (ILT) sessions required for modernization activities, is included in the contract. These sessions provide a greater level of detail on product functionality and configuration. They are conducted live by subject matter experts and held on a regular schedule. While not institution-specific, the training is valuable for gaining a deeper knowledge of configuring and managing Ellucian products. ILT courses are considered prerequisites for some consultant-led engagements. This will be specified in the engagement agenda well in advance so that the user can register for upcoming sessions.
    - Consultative Training – Nearly all Ellucian services include some element of training for products being deployed or newly introduced functionality during the course of an engagement. Training may be conducted during discovery to show the art of the possible, as part of a configuration engagement, during User Acceptance Testing (UAT), or as a specific training session. These sessions are consultant-led using the train-the-trainer method described above and are specific for each client.

3.4 Testing Assumptions

- For deployed products/functionality:
    - Ellucian will create test plans and facilitate testing sessions while it is the Client's responsibility to perform User Acceptance Testing (UAT) after each deployment into

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a non-production and a production environment. Activities include conducting a planning session for testing, documenting testing scenarios and expected outcomes collaboratively, guiding the Client through testing, documenting results, and troubleshooting activities during the testing cycle. Ellucian will document a summary of the results.
    - As the project is nearing a key module go-live, an end-to-end test strategy will be jointly defined and executed based on the Customer Architecture Reference Model (CARM). It is a walk-through of the ERP baseline capabilities and is meant to confirm user acceptance of the fully configured capability, including interfaces, integrations, and other required extensibility.
- For Data Migration/Conversion:
    - Ellucian will lead the Client through data validation after each round of data conversion in a non-production or a production environment. Activities include conducting a planning session for data validation, providing training on reviewing expected results and the process for validation, providing a template to use for recoding testing activity, guiding the Client through the testing exercise, monitoring documentation of results, and troubleshooting activities during the testing cycle.

4 Remediation Scope and Content Categories

Based on information provided by the Client, including assessments, surveys, discovery activities, inventories, and other documentation completed prior to execution of this Agreement, Ellucian has identified a preliminary inventory of integrations, customizations, and reports that may require remediation to support SaaS adoption. This preliminary inventory is documented in Appendix A.

Inclusion of an item in Appendix A does not imply that the item will be recreated in its current form. During the Technical Modernization discovery phase, remediation recommendations will include one or more of the following: adoption of delivered SaaS functionality, use of productized solutions, implementation of SaaS-safe extensibility, redesign of the capability, or retirement of functionality that is not supported in the target SaaS architecture.

The items identified in Appendix A may include one or both of the following categories:

- **Integrations -** Include interfaces, data exchanges, APIs, file transfers, and other connections between Banner and third-party applications or services. For integrations included in scope, the Client will provide current-state documentation, mappings, interface specifications, and business requirements necessary to support assessment, remediation, and validation activities. The Client is responsible for participating in requirements reviews, testing, and acceptance activities.
- **Customizations** - Include modifications to delivered functionality, locally developed solutions, extensions, workflows, and other institution-specific capabilities that may require evaluation for SaaS compatibility. For customizations included in scope, the Client will provide documentation and business requirements describing the current

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functionality and intended business outcome. The Client is responsible for reviewing proposed remediation approaches and participating in testing and acceptance activities.

- **Reports –** Only the reports identified in Appendix A will be considered within the scope of the engagement. Where reporting requirements are identified during assessment activities and included in the contracted scope, the Client will provide report definitions, business requirements, sample outputs, and any necessary third-party reporting platform information. The Client is responsible for validation testing and acceptance of delivered reporting solutions. Any reports that are not clearly identified in Appendix A will be solely the responsibility of the client to develop.

Following execution of this Agreement, Ellucian will conduct additional discovery activities to validate assumptions, confirm requirements, and finalize remediation approaches for the items identified in Appendix A. If additional use cases, requirements, business processes, dependencies, or complexity are identified which materially differ from the information available during the initial assessment, adjustments to scope, timeline, or fees will be addressed through the mutually agreed upon change order process.

5 Platform Installation

5.1 Ellucian Integration Essentials

Overview

Ellucian will integrate Ethos with the Ellucian ERP.

High-level Tasks and Deliverables for Ellucian Integration Essentials

Engagement	High Level Tasks	Deliverables
Planning and Turnover	Ellucian will: • Facilitate technical kickoff; • Conduct service preparation call; • Validate pre-requisites for service readiness; and • Facilitate knowledge transfer on Ethos integration and Ellucian ERP Middleware component deployment.	• Service Preparation Document • Training Materials
Ethos Integration – Functional Integration	Ellucian will: • Configure the Ellucian ERP in preparation for the Ethos Integration implementation; and • Configure Ellucian Ethos Data Model mappings in both non-production and production.	• Decision Workbook • Configured Mappings

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Engagement	High Level Tasks	Deliverables
Ethos Integration - Technical Integration	Ellucian will: • Deploy or upgrade the Ellucian Messaging Adapter to the latest supported version; • Configure the Ellucian ERP for the integration required for the Ethos Integration implementation; and • Configure the Client Ethos Integration Tenant to the authoritative source (Ellucian ERP) in non-production and production.	• Deployed or Upgraded Ellucian Messaging Adapater • Configured Ellucian ERP for Ethos Integration
Ethos Integration – Technical Validation	Ellucian will: • Perform Ethos integration message flow validation from Ethos integration to the Ellucian ERP; and • Perform Ellucian ERP to Ethos integration in non-production and production.	• Validate non-production and production environments • Installation Report

Client Responsibilities

- Develop and deliver test plan;
- Provide test data in the designated non-production environment per the test plan;
- Provide access to ellucian.okta.com with Ethos Integration icon with data access if Client has Ellucian Analytics or Workflow;
- Client must meet the requirements for Ellucian Ethos Integration;
- Order an SSL certificate from a well-known certificate authority for both non-production and production;
- Upgrading and validating that all Banner pre-requisites for both the Banner Common DB Upgrade and the Ethos API DB upgrade are met;
- Applying all the ODS pre-processor steps and ensuring ODS is properly staged if applicable;
- Install and/or upgrade the Banner Student API and Ethos Integration API unless specified within scope;
- Install and validate that the Banner DB Upgrade and Ethos DB Upgrade are installed in the Banner environments of which the API's will be integrated with unless specified within scope. The installation must be complete for all licensed Banner modules; and
- For On Premise Clients Only:
  - Provide a designated non-production environment representative of the intended production environment for deployment of the integration;
  - Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the same designated non-production environment, and provide timely system support as needed to maintain operation and availability of the designated non-production environment;
  - Order, install and configure an SSL certificate in both 1 non-production and 1 production environment unless specified within scope;

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- Run the GUID generation process via the GJAPCTL screen in Banner INB or Banner 9 Admin Pages;
- Install the webserver (Tomcat or WebLogic) with an SSL certificated from a well-known certificate authority unless specified within scope for the API's to be hosted on.

Ellucian Ethos Integration Requirements (Banner On Premise Only)

- Banner Student API;
- Banner Integration API;
- Banner Common Database Upgrade;
- Banner Ethos API DB Upgrade;
- SSL configuration (needs to support TLS 1.2) with a certificate from a well-known certificate authority for the Banner Student API;
- SSL configuration (needs to support TLS 1.2) with a certificate from a well-known certificate authority for the Banner Integration API;
- Ellucian Messaging Service; and
- Banner Events Publisher.

5.2 Ellucian Central Workspace Platform Setup and Configuration

Overview

This service provides setup and configuration for the out-of-the-box Central Workspace Platform capability suite using your current Ellucian ERP environment as the foundation.

High-level Tasks and Deliverables for Ellucian Central Workspace Platform Setup and Configuration

Engagement	High-Level Tasks	Deliverables

Ellucian Central Workspace Platform Setup and Configuration	Ellucian will:
	• Provide consulting to configure single sign-on with the Client's single sign-on provider which includes:
	  ○ Validate Ethos integration and functional mappings in 1 non-production and 1 production environment;
	  ○ Configure SAML SSO (via ADFS, Shibboleth or Ethos Identity);
	  ○ Gather details on which SAML assertions will define the roles to be used in Ellucian Central Workspace;
		• Validation report
		• Single sign-on configured
		• Confirmation of successful Central Workspace sign-in
		• Configuration worksheet
		• 1 provisioned non-production Ellucian Central Workspace site
		• 1 provisioned production Ellucian

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Engagement	High-Level Tasks	Deliverables
	○ Set up Ellucian Central Workspace application in Ethos integration; ○ Configure delivered content connectivity; ○ Support required data access loads and troubleshooting; and ○ Adjust permissions as required.	Central Workspace site

Service Assumptions

- Prior to engagement, Ellucian will verify with the Client that the necessary components for the functionality to be discussed are installed and functioning and verify that the Client participants have access to the proper elements of the Client non-production environment.

Client Responsibilities

- Work with Ellucian to determine service expectations and timeline;
- Circulate Ellucian materials in advance of the service;
- Complete engagement prerequisites by the deadlines provided;
  - Prerequisites may include extracting and delivering data from your system, verifying, and updating the Ellucian software components to the minimum required versions in a non-production environment, or ensuring access to all participants;
  - Engagements will be postponed and the project will be at risk if all pre-work is not completed by the deadlines provided;
  - Delays may result in additional costs;
- Configure identity provider for single sign-on (SSO) prior to engagement;
- Perform ongoing content changes and updates;
- Develop custom cards, pages and integrations;
- Provide required access to the Ethos Integration and Ellucian Central Workspace components;
- Provide current state identity environment documentation; and
- Provide input on desired state or goals of identity environment.

Out of Scope

- Configuring SSO with a provider besides ADFS, Shibboleth or Ethos Identity;
- Configuration or setup of additional integrated licensed products;
- Data access loading or troubleshooting;
- Shared Technology Platform (STP);
- Customizations which may be required to provide parity with current portal-like systems;
- Performing content management and intranet functions including document storage and collaboration; and

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- Performing content migration from existing portal system to Ellucian Central Workspace.

5.3 Ethos Data Connect Workshop

Overview

Ellucian will conduct a hands-on workshop showcasing Ethos Extensibility-based integrations using Ethos Data Connect. This workshop builds on training provided during the Ellucian Education Center Data Connect Integrations Fundamentals for Developers course. It will examine Ethos Data Connect and common integration use cases to enable the Client to develop Ethos-based integrations.

High-level Tasks and Deliverables for Ethos Data Connect Workshop

Engagement	High-Level Tasks	Deliverables
Kick-off and Service Preparation	Ellucian will: • Conduct a project initiation meeting and prepare for the workshop; • Verify necessary components for Ethos Integration are installed and functioning; • Verify the participants in the workshop have access to a non-production environment; and • Review and identify use cases that will leverage Ethos Integration.	• Workshop Agenda • Service Preparation Document

Ethos Extensibility Integration with Data Connect Workshop	Ellucian will:
	• Conduct project initiation meeting and preparation for workshop;
	• Provide an overview of Ethos Integration;
	• Review and identify use cases that will leverage Ethos Integration methodologies;
	• Ellucian will educate the Client on the following topics:
	  ○ Overview of the Data Connect Designer;
	  ○ Overview of the Data Connect fittings;
	  ○ Discuss the Data Connect Developer workflow;
	  ○ Overview of Data Connect Crosswalks;
	  ○ Overview of common design approaches for data ingestion and
		• Training material
		• Packaged demonstration code

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Engagement	High-Level Tasks	Deliverables
	extraction using Ethos Integration and Data Connect; ○ Hands-on exercises demonstrating Data Connect development techniques using common fittings: ▪ File Writer Fitting; ▪ File Reader Fitting; ▪ GraphQL Fitting queries for Ethos Data Access; ▪ Ethos API Fitting for HTTP GET operations; ▪ Ethos API Fitting for HTTP POST and PUT operations; ▪ JavaScript Transform Fitting; ○ Overview of Ethos Data Connect Serverless APIs and design patterns; ○ Overview of error logging techniques in Data Connect; • Educate the Client on methods to discover appropriate Ethos and other available API usage for the identified use case; • Conduct hands-on tests with an API platform tool to validate APIs are functioning as designed; • Walk through common error scenarios, logging, and handling with Ethos Data Connect; and • Recommend API integration development common patterns.	

Service Assumptions for Ethos Data Connect Workshop:

- No production-ready code is expected to be delivered as part of this workshop;
- Only baseline Ethos Data Models will be demonstrated as part of the hands-on workshop examples;
- This working session will be conducted in non-production ERP and Ethos integration component instances;
- The primary focus of the workshop is to build SaaS compliant Ethos integrations:
  - Depending on the use case, an Ellucian consultant may need to introduce other Ellucian products for completeness (e.g., Ethos Data Access, Ellucian Experience, etc.);

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    - Ethos Schema Extensibility mechanisms, such as Ethos Extend, Specification-based APIs, and Custom Tables, will not be covered in-depth;
    - Training on additional Ellucian products is not a part of this work effort and can be arranged via a separate work order, if needed;
- Prior to the engagement, end-to-end, bidirectional communication between the ERP and Ethos integration is set up, configured, and fully functional;
    - Ellucian can provide services to set up Ethos integration and its associated components via a separate work order;
- Ellucian will engage the Client to discuss reducing the scope of the selected use cases, if needed;
- Workshop participants should have a basic understanding of JavaScript and GraphQL;
- Database cloning or upgrades are not planned between the completion of the Service Preparation phase and during the workshop delivery schedule;
- This workshop is limited to 15 participants per workshop;
- For MEP/STP institutions:
    - The workshop will leverage data/configurations from 1 school. This data will be shared and visible to all the participants in the workshop. During the Service Preparation call, the Client point-of-contacts and the Ellucian consultant will determine the non-production environment of the school that will be used for the workshop;
    - In the context of the hands-on workshop examples, requirements around data/configuration evaluation or comparison across multiple schools will be assessed. The Ellucian consultant will propose additional services via a Change Request or a separate work order to address the Client's requirements;
- The development of custom cards, pages, and integrations is the responsibility of the Client staff; and
- Ellucian may develop custom cards, pages, and integrations for the Client via a separate work order.

Client Responsibilities for Ethos Data Connect Workshop:

- Ensure that Ethos APIs and Ellucian Experience have been installed, configured, and are returning successful, relevant responses;
- Work with Ellucian to determine service expectations and timeline;
- Circulate Ellucian materials in advance of the service;
- Complete engagement prerequisites by the deadlines provided;
- Delays may result in additional costs;
- Prerequisites may include extracting and delivering data from your system, verifying, and updating the Ellucian software components to the minimum required versions in a non-production environment, or ensuring access to all participants;
- Engagements will be postponed, and the project will be at risk if all pre-work is not completed by the deadlines provided;
- Provide a designated non-production environment representative of the intended production environment for deployment of the integration;

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- Provide test data in the designated non-production environment per the test plan;
- Provide access to Ellucian Ethos Integration environments for your institution's administration interface, integrate.elluciancloud.com, to configure and monitor integration applications, including resource management, data subscriptions, and API connectivity through both proxy and GraphQL requests;

Out of Scope for Ethos Data Connect Workshop:

- Includes but is not limited to any services not described herein.
- Activities related to ERP specific technology stack, for e.g., Colleague Envision, Colleague Self Service, Banner PL/SQL, Banner Self Service, or Admin pages)

5.4 Ellucian Reporting and Analytics Premium Implementation

Overview

This service provides consultative support for configuration and training on Ellucian Reporting and Analytics. It is meant to aid attendees in the development of skills pertinent to their roles and responsibilities related to management of Ellucian Reporting and Analytics.

High-level Tasks and Deliverables for Ellucian Reporting and Analytics Premium Implementation

Engagement	High-Level Tasks	Deliverables
Ellucian Reporting and Analytics Premium Implementation	Ellucian will: • Provide training to introduce the features and capabilities of Reporting and Analytics Reporting Tool; • Configure Ellucian Reporting and Analytics administrative functions; • Review delivered content within the Reporting and Analytics platform; • Support Client during initial data loads into the Reporting and Analytics data warehouse and briefly review the delivered content; and • Assist with creating a test plan for 1 external reporting tool to Ellucian Reporting and Analytics, if applicable.	• Ellucian Reporting and Analytics configured in 1 non-production environment • Ellucian Reporting and Analytics configured in 1 production environment • Training materials • Summary of configuration and administration • Connectivity validation for up to 2 Ellucian supported source systems • Confirmation of data load for up to 2

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Engagement	High-Level Tasks	Deliverables
		supported Ellucian source systems

Service Assumptions

- Prior to engagement:
  - Ellucian will verify with the Client that the necessary components for the functionality to be discussed are installed and functioning.
  - Ellucian Experience is operational for 1 environment;
- Client participants have required access;
- Engagements will be postponed, and the project will be at risk if all pre-work is not completed by the deadlines provided;
- Delays may result in additional costs;
- Supported Ellucian source systems include Banner, Colleague, or Degree Works; and
- Data sources identified will be implemented concurrently.

Client Responsibilities

- Work with Ellucian to determine service expectations and timeline;
- Provide participants with Ellucian materials in advance of the service delivery;
- Complete Reporting and Analytics Readiness Worksheet before the services are scheduled;
- Provide current state identity environment documentation; and
- Provide input on desired state or goals of identity environment.

Out of Scope

Includes but is not limited to:

- Configuration and training on the Client reporting tool;
- Extending data models or custom transformations;
- Report development;
- Data lineage and data definitions;
- Training on the setup of roles, permissions, and SSO;
- Provisioning of Reporting and Analytics environment;
- Non-Ellucian data sources;
- Data model training; and
- Advanced training in the Reporting and Analytics Reporting Tool.

5.5 Ellucian Business Process Automation Business Process Consulting

Overview

Ellucian will deliver a hands-on Workshop to help the Client understand how to configure and use the Ellucian Business Process Automation product. All hands-on activities performed during the Workshop are conducted in the Client's test environment, and any updates made to the test environment will be available after the Workshop ends.

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Ellucian will also deliver sessions to gather workflow requirements (up to 8 business processes) and assist the Client in determining the best solution for building their processes.

High-level Tasks and Deliverables for Ellucian Business Process Automation Business Process Consulting

Engagement	High-Level Tasks	Deliverables
Planning and Configuration	Ellucian will: • Conduct project initiation meeting, Workshop service preparation, and preparation for Workshop; • Verify that necessary components for Ethos Integration and EIP are installed and functioning; • Help Client configure EIP if needed; and • Verify that the Client team participating in the Workshop will have access to their non-production environment.	• Workshop Agenda • Service Preparation Document (SPD)
Workshop	Ellucian will: • Support understanding of the Ellucian EIP architecture and platform; • Provide guidance on how to obtain reference information for Ellucian Experience; • Verify that the components necessary for Ellucian EIP are installed and functioning properly; • Provide recommended practices for Ellucian EIP development; and • Guide Client through hands-on exercises.	• Training material • EIP Workflow Examples
Process Discovery	Ellucian will: • Assist Client with reviewing current business processes; • Assist Client in prioritizing automated workflows that they wish to develop using Business Process Automation; • Determine what Ethos Data Models, Data Model extensions, Business Process APIs, or specification-based APIs are needed; and • Determine what Business Process Automation components are needed.	• Specification Template

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Service Assumptions

- This workshop is delivered remotely;
- This workshop is limited to a maximum of 10 participants per workshop;
- The workshop will leverage data/configurations from 1 environment. This data will be shared and visible to all the participants in the workshop. During the Service Preparation call, the Client POC's and Ellucian consultant will determine the non-production environment of the school that will be used for the workshop;
- The development of custom EIP workflows for the Client is the responsibility of the Client technical staff. Ellucian can develop custom EIP workflows for the Client via a separate work order;
- Ellucian Ethos Integration must be configured, and data availability confirmed;
- All Ellucian recommendations will be limited to the capabilities of the EIP product at the time-of-service delivery;
- The workshop is expected to be a working session on non-production ERP and Ethos Integration and Ellucian Experience component instances;
- The workshop will use a previously-agreed-upon selection of Ethos Data Models for the workshop; and
- Ellucian Experience must be installed and fully configured.

Client Responsibilities

- Client should be trained in Ethos and Ethos Data Connect;
- Client responsible for building and deploying processes to production; and
- Ensure any data clean up (delete API keys, tokens, shared credentials, extensions etc.) activities are completed after the service delivery.

Out of Scope

- Includes but not limited to any services not described herein.

6 Technical Modernization Package

Overview

This Technical Modernization Package provides support and content development that enables a transition to the Ellucian SaaS Platform with emphasis on removing traditional blockers, including integrations, reporting, and custom extensions, enabling upgrade to SaaS, focusing on the following:

- **Technical Governance & Planning** – Provides project governance, technical assessment review, remediation planning, and project management to establish the foundation for the engagement.
- **SaaS Foundation & Readiness** – Provides assessments, architecture reviews, environment preparation, and planning activities to support adoption of Ellucian SaaS platform capabilities, baseline functionality, and supporting technologies.
- **Technical Remediation & Alignment** – Evaluates integrations, reports, customizations, and other technical solutions to determine appropriate SaaS-compatible remediation

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approaches. Activities may include adoption of delivered functionality, implementation of SaaS-safe solutions, use of approved extensibility capabilities, technical rationalization, and alignment with Ellucian-supported architecture.

- **SaaS Transition & Validation** – Supports migration, testing, validation, and deployment activities required to transition the institution to the SaaS environment.
- **Content Implementation & Deployment** – Implements and deploys approved (based on Tech Mod discovery outcomes) integrations, reports, Experience content, and other defined technical deliverables defined within Appendix A are included within the scope of the engagement.

High-level Tasks and Deliverables for Technical Modernization Package

Engagement	High-Level Tasks	Deliverables
Discovery & Design	Analysis of Current state and architecture of future state	• Delta from current to future state provided in form of solutioning sheet • Customer decision map of SaaS-compatible remediation items and key decision points
Project planning, and project kick off	Ellucian will: • Schedule and facilitate a kickoff call with Client to plan for the technical and organizational activities required for the Technical Modernization	• Project Plan
Test / Production SaaS Environment	Ellucian will: • Provision an Ellucian Student powered by Banner site that will be primary content development & testing environment. • Provisioning an Ellucian Student powered by Banner production environment. • Data conversion of existing Banner data & processes into SaaS configuration • Initialize Ellucian Student pre-built content into SaaS configuration, including dashboards, reports, template-based integrations,	• Client configured Ellucian Student powered by Banner.

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Engagement	High-Level Tasks	Deliverables
	experience cards, process flows, and role definitions.	
SaaS Extensibility Workshop	Ellucian will: • Based on findings from assessments, identify capability areas for further review; • Conduct SaaS Extensibility sessions to review existing business needs and current integrations, reports, and customizations, • Develop SaaS compatibility recommendations through review of scans, discovery surveys, and client input • Provide brief narrative on reasoning for each suggested optimization and its value proposition • Recommend prioritized opportunities for development	• Solutioning sheet catalog/backlog of expected non-baseline build work • Report on recommendations
Identity Tactical Planning	Ellucian will: • Educate the Client on Ellucian identity features, processes, and tools; • Understand the current state of client identity • Develop the project plan to incorporate Ellucian applications into the Client's overall identity architecture.	• Future state architecture with Ellucian applications incorporated
ILP Consulting	Ellucian will: • Conduct a functional overview of ILP and its features; • Connect ILP to Ethos Integration; • Connect ILP to 1 non-prod and 1 production supported Learning Management System;	• Reference guide • Decision workbook • ILP connected and tested in production environment

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Engagement	High-Level Tasks	Deliverables
	• Configure and test bulk and real-time provisioning course, user, and enrollment updates against 1 non-production and 1 production environment; • Configure and test Grade sync setup against 1 non-production and 1 production environment; • Set up integration with Ellucian Experience; and • Assist with ILP go-live planning.	
Ellucian Apply Implementation Service	Ellucian will: • Facilitate an Apply Kick-Off Call • Demo the product • Review project timeline, persona development and roles, scope components, and technical prerequisites. • Conduct a check and verification call of technical prerequisites • Confirm that all Ethos and Experience configurations are complete • Configure and verify the Apply Application in Ethos • Review requirements and provide basic troubleshooting and support for outstanding prerequisites. • Facilitate the training of Application Designer(s) and Admissions Operations Staff for the design and configuration of apply forms and settings • Configure 1 inquiry form and 1 application	• Task log update • Recording • Technical Requirements Documentation • Personas/Staff identified • Apply Ethos Application Configured • Technical Signoff Document • Complete 1 inquiry and 1 application form

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Engagement	High-Level Tasks	Deliverables
	• Configure notifications for 1 inquiry and 1 application. • Provide training to enable the Client to understand the flow of information and integration for Apply and procedures for processing applications.	
Integration Content Build	Ellucian will: • Configure Integration components to facilitate content build based on assessment surveys. • Conduct Integration definition calls; • Undertake a use-case-based discussion for the integrations built by the Ellucian Product team; • Validate pre-requisites for service readiness; • Facilitate knowledge transfer on integration and Ellucian ERP Middleware component deployment; • Configure the Ellucian ERP in preparation for the integration implementation and content build; • Configure the Client Ethos integration tenant to the authoritative source (Ellucian ERP) in non-production and production; • Perform Ethos integration message flow validation from Ethos integration to the Ellucian ERP; • Perform Ellucian ERP to Ethos integration in non-production and production; and • Update Ethos configurations to migrate Ethos applications to Ellucian Banner SaaS. • Build templated based integrations as defined in Assessment Survey	• Configured Ellucian ERP for Ethos integration. • Validated operational integrations in 1 non-production and 1 production environment • Template based SaaS compliant integrations as defined in Assessment Survey • Product-delivered Service Artifacts for the integrations

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Engagement	High-Level Tasks	Deliverables
Reporting Content Build and Deployment Implementation	Ellucian will: • Configure reporting components to facilitate content build based on assessment surveys. • Conduct report definition calls; • Undertake a use-case-based discussion for the reports built by the Ellucian Product team; • Validate pre-requisites for service readiness; • Configure the Ellucian ERP in preparation for report content build and deployment; • Build templated based reports as defined in Assessment Survey	• 1 configured non-prod environment • 1 configured production environment • Validated operational reports in 1 non-production and 1 production environment • Template based SaaS compliant reports as defined in Assessment • Product-delivered Service Artifacts for the reports

Delivery phase for Partner Developed Integrations	Ellucian will:
	• Support technical setup:
	  ○ Assist in the configuration of the Client Ethos Integration Tenant and provide Ethos Connected Partner with the APIKEY;
	  ○ Support APIUSER setup;
	• Support functional setup:
	  ○ Support Ethos Connected Partner and Client with the functional data mappings and rules;
	  ○ Support testing and business function related questions;
	• Support deployment:
	• Confirm Ethos Integration message flow from Ethos Integration to Ethos Connected Partner and from Ethos Connected Partner to Ethos Integration.
		• Validate operational integration in 1 non-production and 1 production environment
		• Integration Report

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Engagement	High-Level Tasks	Deliverables
Central Workspace Card and EIP delivery using SaaS Extensibility Tooling	Ellucian will: • Conduct an assessment to understand and document the requirements for the Central Workspace card and EIP design and development; • Document the scope of the requirements and use cases for Central Workspace card and EIP design and development; • Design and deliver the Central Workspace cards and EIPs in one non-production and one production environment; • Conduct internal testing on the delivered Central Workspace cards and EIPs; • Support the Client during their quality assurance phase to verify that the content is working as expected; and • Develop an installation and configuration guide to facilitate the Client administration/maintenance activities as Central Workspace administrator.	• Assessment report(s) • Test plan(s) • Central Workspace Card administration guide(s)
Transition and Go-Live Support	Ellucian will: • Provide go-live support if required.	• Go Live report
Project Management	Ellucian will: • Set up a Project Site; • Introduce the project leadership team; • Create an integrated project schedule; • Familiarize the Client with the Project Site; • Conduct project planning meetings; • Create Project Site project scope; • Create project budget baseline;	• Project Site for project collaboration • Integrated Project Schedule • Project Schedule for Project Site • Project budget reconciliation for Project Site • Project site risk, issues, and decision registers

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Engagement	High-Level Tasks	Deliverables
	• Document initial risks, issues, and decisions on the project site; • Conduct regular project status update meetings; • Conduct periodic project quality reviews; • Manage project tasks; • Manage risks, issues, and decisions; • Manage scope; • Conduct assessment review meeting to review overall findings; • Create a project success story; and • Complete the client survey for project completion.	• Updates to Project Site status, schedule, risk, issues, and decision registers • Meeting summaries • Project Success Story • Client Survey

6.1 Service Assumptions

6.1.1 Overall

- Prior to engagement, Ellucian will verify with the Client that the required components for the planned functionality are installed and functioning, and that Client participants have access to the appropriate elements of the Client's non-production environment.
- Data migration will be performed in three iterations (two to non-production for testing, then one to production). The Client is responsible for data migration activities.
- The Client agrees to accept updated configurations (rules and validations) across Banner modules as needed and to fully test processes to maximize system efficiency.

6.1.2 Ethos User Provisioning (EUP)

Assumptions / Ellucian responsibilities

- Default password format is random. The Client must provide a user password-reset tool that allows end users to reset passwords without knowing the initial value.
- Ellucian will verify that Ethos integration is installed and tested in non-production and production environments (mappings from SIS to Ethos integration data models; Banner Ethos API 9.27 or higher).
- If prerequisites (delivered during initial engagement) are not complete by the service-readiness step, deployment services must be rescheduled.
- All user objects will be created in the same directory location (for example, OU for Active Directory).

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- Bulk loading of provisioning messages is available only when the provisioning target is an on-premise LDAP or AD.

Client prerequisites / responsibilities

- Provide end-to-end third-party identity knowledge as required for Okta/Azure or other vendors for an end-to-end implementation (this service configures the EUP tool; third-party vendor setup/knowledge is the Client's responsibility).
- Enable Microsoft O365 (non-production and production) via Azure AD Connect synchronization when applicable.
- Provide local administrative rights on the server(s) for administrative tasks.
- Enable the underlying directory with LDAPS using a valid certificate for the entire implementation.
- Define role criteria and enter the SIS queries; define population selections for bulk mechanics; configure Okta/Azure as required for an end-to-end implementation; add desired container(s) to the directory to store accounts.

Baseline attribute synchronization

The following attributes will be synchronized as part of the baseline Ethos integration data models:

EUP Element	Target Attribute (example)	Description
principal	samAccountName	Username
givenName	givenName	Given name
middleName	middleName	Middle name
familyName	sn	Last name
preferredGivenName	(e.g., givenName)	Optional preferred given name
emailAddress	mail	Sourced from GOREMAL
udcIdentifier	(e.g., employeeNumber)	Unique SIS-generated identifier used to enable SSO
bannerId	(e.g., employeeId)	Unique SIS-generated identifier
Password	userPassword	Randomly generated password

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EUP Element	Target Attribute (example)	Description
Roles Assigned	memberOf	Group memberships (group name mapping 1:1; group object must have objectClass=groupOfNames)

Roles assigned in Banner that do not exist in the directory will have a group object created.

6.1.3 Integrations

Assumptions / Ellucian responsibilities

- Proposed architecture will be approved by Ellucian Architects and will leverage baseline ERP APIs.
- Ellucian assumes the Client will adopt Ellucian standard tools and technologies for integrations. Use of other integration technologies requires mutual agreement and may incur additional time/cost (change requests).
- Third-party integration technologies beyond Ellucian technologies are not used unless mutually agreed.
- Integrations are considered application-to-application, headless data transfer mechanisms using flat files or REST APIs.
- Assessment will determine scope and complexity; changes to file/API specifications not documented during the Assessment Phase will require additional time and be considered a change request. New file handling or transformations involving crosswalks or a changed design approach will also require a change request.
- File/API specifications must be defined and available before project initiation.
- Ethos Integration must be enabled and fully configured in Client non-production and production instances.
- Ellucian assumes the Client has completed Ellucian-provided product training and can produce test data; production and non-production instances must be available for end-to-end testing.
- Configuration and deployment will be in a SaaS environment, with one non-production and one production environment only.
- Product-delivered and partner-delivered integrations are assumed to be deployed as-is; identification of additional use cases during assessment will require a Change Order.
- Delivery phase for partner-developed integrations enables Ellucian to configure Ethos integration tailored to the partner's requirements. An NDA may be required with third-party vendors if involved.
- Source code for delivered integration is not intended to be distributed.

Workday Finance Integration

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- The integration between the Banner SaaS solution and Workday Finance has not included within the scope of services defined within this Statement of Work. Accordingly, the services herein should not be interpreted as including discovery, design, development, testing, deployment, or ongoing maintenance for the Workday Finance integration;
- Workday Finance is the future-state finance platform and the integration is required to support cross-system business processes, the parties will add the Workday Finance integration to the modernization program as a separately identified scope item, subject to integration discovery and mutually agreed pricing and timeline;
- Ellucian will conduct focused discovery to document business use cases, directionality, frequency, data objects, security, error handling, reconciliation, and Workday interface/API requirements;
- Following discovery, Ellucian will provide a written integration design, complexity classification, level-of-effort estimate, delivery schedule, and price;
- No Workday Finance integration development will begin until the parties execute a mutually agreed change order or separate work order;
- The incremental Workday Finance integration price is in addition to the current pricing; and
- Any Workday licensing, Workday professional services, Workday tenant configuration, Workday API enablement, or third-party middleware/services are Client responsibilities unless expressly added to the final scope.

Client Responsibilities

- Complete required vendor contractual obligations (for example, NDAs) before engagement and manage vendor communications for sample files or sandbox/production API access.
- Provide documentation about existing integrations/interfaces (API specs, interface matrices, sample data, etc.).
- Provide third-party application knowledge or bring a third-party integration expert if Client lacks expertise or availability.
- Identify and prioritize integration development projects and dependencies that affect timelines.
- Provide approval on all project activities, artifacts, and outcomes per agreed sign-off criteria; provide acceptance test cases before development starts (Client will execute these during UAT).
- Provide technical reference materials and coordinate meetings with vendor technical contacts as needed.
- Provide designated Ethos Connected Partner non-production and production environments for deployment, available for Ellucian remote access with required privileges for the engagement.
- Provide resources to assist with testing Ethos and Ethos Connected Partner components and to execute the test plan in the designated non-production environment; provide timely system support to maintain operation and availability.

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- Provide test data in the designated non-production environment and a Customer Success Center account login for Ethos setup.
- Provide proper setup, configuration, and delivery of the Ethos Connected Partner system and fully configured single-sign-on (SSO) or SAML with third-party vendors as required.
- Provide acceptance of project activities, artifacts, and outcomes within one week of delivery and participate in project status meetings.

Out of Scope

- Development of client-specific custom integrations that are unique to the Client's business processes or technical environment.
- SAML single sign-on setup (out of scope); third-party SSO setup is not supported by this service.
- Services related to implementing non-Ellucian tools.
- Delivery or implementation services for integrations not referenced in the Overview section.
- Formal training on Ellucian integration tools, including consulting or training services around Ellucian's integration toolset.
- Distribution of source code for integrations.
- Configuration support for existing Ellucian partner integrations.
- Deployment, setup, and configuration of Ethos Essentials, Ellucian Workflow, or Ellucian Central Workspace environments (unless included elsewhere in this SOW).

6.1.4 Central Workspace Card/EIP Consulting

Assumptions / Scope

- Prerequisites:
    - Ethos Integration APIs must be installed, configured, mapped, and responding successfully in the Client environment.
    - The Client environment must have Ellucian Central Workspace Premium (minimum) installed and configured.
- The architecture will aim to be SaaS-compatible and will be approved by Ellucian Architects and leverage baseline ERP APIs
- Ellucian determines resource types required; this service assumes Client adoption of Ellucian standard tools and technologies—other tools require mutual agreement and may affect schedule and cost.
- Ellucian will be responsible for testing in one non-production environment and for promoting and validating integration code to production; additional work requires a change request.

Client responsibilities (Central Workspace Card projects)

- Complete required vendor contractual obligations (NDAs) before engagement; manage vendor communications for sample files or environment access.

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- Provide documentation of existing integrations/interfaces, third-party application knowledge, and identify/prioritize Central Workspace card projects.
- Provide approvals, technical reference materials, acceptance test cases before development starts, and sample/test data in non-production.
- Identify card project dependencies that will impact timelines and coordinate priorities with Ellucian PM.

6.1.5 Data Conversion

Client Responsibilities

- Create complete data extracts from legacy systems in the format defined by Ellucian; create separate extract files for each Banner table unless otherwise specified in data mapping documents; create crosswalk tables as necessary.
- Verify and validate converted data into the designated Banner non-production environment according to a Client-developed UAT plan.
- Provide approval to proceed and sign off on the converted data set in non-production before the production cycle and provide final conversion sign-off into production.

6.1.6 Project Management

- Ellucian and the Client will use an Ellucian-provided Project site that serves as the single source of project status and provides a project status dashboard and project artifacts.
- The Client must assign a project manager and adopt a formal internal project management structure in addition to the Ellucian project manager.
- Client responsibilities for project governance:
    - Provide information to the Ellucian project team per the agreed schedule to support project activities and document development.
    - Provide acceptance approval for project tasks and Change Requests (CRs); task completion is determined per agreed sign-off criteria and the Client acceptance period.
    - Review and mark tasks as verified once Ellucian marks them as complete on the Project Site.
    - Change requests will be documented and require approval signatures from both Client and Ellucian representatives.
    - Attend and participate in project status and stakeholder meetings; support Ellucian during all project activities.
    - Provide timeline approval for project change requests prior to their start.
    - Provide Ellucian consultants appropriate remote connectivity and required access to Client systems and Ellucian products that form part of the engagement.

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7 Technical Modernization - Appendix A:

Appendix A contains the integrations, reports, and customizations identified during the pre-sales assessment process that require evaluation as part of the Technical Modernization engagement. **Inclusion of an item in Appendix A does not imply that the item will be recreated, redeveloped, or replaced.** The purpose of the Technical Modernization engagement is to evaluate each item and determine the most appropriate remediation approach to support SaaS adoption.

Remediation Categories:

A. **Baseline Solution Available** - A delivered Ellucian SaaS capability exists that can be used to achieve the intended business outcome.

B. **SaaS-Safe Solution Available** - The intended business outcome may be achieved through an approved SaaS-safe approach, including delivered extensibility capabilities, productized solutions, or other supported technologies.

C. **No Supported SaaS Solution Identified** - No currently supported SaaS capability or approved SaaS-safe solution has been identified to achieve the intended business outcome. The Client may elect to adopt an alternative business process, implement a manual workaround, pursue a third-party solution, or engage Ellucian under a separate agreement for additional assessment or development services.

7.1 Customizations

Not included in pre-contract assessments.

7.2 Integrations

Not included in pre-contract assessments.

7.3 Reports

Not included in pre-contract assessments.

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SaaS-to-Ellucian Student Signature Statement of Work

Phase 2

Texas Southern University

September 21, 2026

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Phase 2 – SaaS-to-Ellucian Student Signature

1 Overview

1.1 Purpose of Engagement

This Statement of Work (SOW) defines the professional services to be provided by Ellucian to support the Client's adoption of Ellucian Student Signature from its existing live Banner SaaS environment.

The engagement builds on the Client's Banner SaaS foundation, following a Technical Modernization and focuses on validating already-adopted capabilities, remediating material gaps to the current prescriptive model, and implementing net-new Signature capabilities and assets included in scope.

The work described in this SOW is structured as a delta-adoption engagement so that functionality already live and materially aligned is not reimplemented.

Ellucian will deliver services aligned to the Ellucian Student capability framework with the objective of enabling adoption of industry best-practice configurations and processes. Prior to execution of this SOW, available assessments and information gathered during the sales process, together with applicable findings and outputs from the Client's Technical Modernization engagement, are used as inputs to the initial scope and delivery planning for this engagement. A targeted Sprint 0 will be conducted to validate these inputs, confirm implementation assumptions and dependencies, and identify any additional considerations for the Ellucian Student Signature implementation. Findings identified during Sprint 0 may result in adjustments to scope, effort, timeline, or delivery approach and, where applicable, will be managed through the Change Control process.

1.2 Program Objectives

The program is designed to achieve practical, measurable outcomes.

- Advance the Client's existing Banner SaaS operating model to the contracted Ellucian Student Signature capability model
- Validate already-live capabilities against the current prescriptive model and remediate material gaps
- Implement net-new Signature capabilities, prebuilt assets, and supporting services included in the contracted scope while minimizing customizations and manual interventions
- Preserve and extend a scalable SaaS foundation for future growth, innovation, and continuous improvement

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The program prioritizes prescriptive adoption and efficient advancement from the existing SaaS baseline over re-creation of current local variations. This is critical to the quality performance of the Signature agent long-term.

1.3 Definition of Success

Success will be measured by the Client's ability to operate effectively within the delivered capability model.

- End-to-end business workflows are operational and validated
- Data is accurate and supports required processes
- Integration and reporting function as part of the capability
- Users can execute responsibilities within the system
- The Client operates the changed and newly adopted footprint aligned to the Ellucian Student Signature model

Success is measured at the capability level according to the contracted scope and expected outcome for each SaaS-to-Signature capability. Already-live capabilities designated for validation are confirmed as materially aligned to the current prescriptive model, capabilities requiring remediation are brought into alignment, and net-new capabilities are implemented and demonstrated in an operational context aligned to defined business outcomes. The success indicators described in this section are provided for program context and intended outcomes only. Formal contractual acceptance of capabilities is governed exclusively by Section 10 (Acceptance Criteria and Signoff).

1.4 Delivery Philosophy

Ellucian will deliver using a prescriptive, capability-based approach. This approach is prescriptive by design, leveraging preconfigured data, workflows, and templates to ensure consistency, reduce risk, and accelerate time-to-value.

- The starting point is the Client's existing Banner SaaS environment, assessed against the current Ellucian Student Signature baseline
- The focus is on validating existing aligned adoption, remediating material gaps, and adopting net-new delivered configurations, workflows, reporting, and prebuilt assets
- Work is organized around capabilities rather than individual products or modules

Not every existing local variation, customization, extension, or process will be carried forward. Prescriptive adoption is the default, and retained exceptions require documented business justification with acceptance of implications and appropriate approval.

Applicable outputs from the Client's Technical Modernization engagement provide the foundation for implementation of the prescriptive Ellucian Student Signature model. During Discover, Ellucian validates these outputs, confirms dependencies and sequencing, and identifies any delivery impacts required to execute the agreed scope. Any newly identified

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material variation that changes contracted effort or outcomes is governed through the established validation and change control processes.

1.5 Scope Alignment

The services defined in this SOW align to the Ellucian Student Signature offering for a Client that has completed Technical Modernization and will be progressed through structured capability-by-capability execution. The contracted scope is informed by applicable pre-sales assessments. Any additional scope identified during Discover or subsequent delivery activities will be evaluated and, where applicable, managed through the Change Control process.

1.6 Roles and Responsibilities Summary

Successful delivery requires active participation from both Ellucian and the Client.

Ellucian will:

- Provide capability-aligned consulting and delivery resources
- Guide adoption of standardized processes and configurations
- Lead delivery coordination across all phases

The Client will:

- Provide timely access to designated stakeholders and subject matter experts aligned to each capability
- Actively participate in process alignment, decision-making, and validation activities throughout delivery
- Maintain ownership of institutional policies, data accuracy, and validation of operational outcomes
- Review and confirm process designs, workflows, and capability outputs within agreed timeframes
- Provide required inputs to support data readiness, configuration, and end-to-end workflow execution
- Ensure availability of resources to support testing, validation, and acceptance activities
- Align institutional practices to the baseline capability model, including adoption of standard processes where required
- Detailed Client responsibilities are further defined in Section 7.6 (Client Responsibilities and Participation).

The Client acknowledges that successful delivery is dependent on timely participation, decision-making, and validation. Delays in these activities may impact delivery sequence, timelines, and readiness for acceptance.

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2 Ellucian Student Solution & Capability Model

2.1 Overview

Ellucian Student is a unified, SaaS-based solution designed to support the full student lifecycle through integrated capabilities.

It consolidates historically separate systems into a single operating model built on shared data, standardized processes, and platform-enabled automation.

From a delivery perspective, the solution is not implemented one product at a time. It is delivered as a set of capabilities that operate together.

Value is realized when these capabilities are adopted and used as intended, not when individual components are configured in isolation.

2.2 Pillars

Ellucian Student organizes functionality into a set of pillars representing major operational domains within the institution.

These pillars are connected through shared data, workflows, and platform services.

- Curriculum (General and Core)
- Recruiting and Admissions
- Student Aid
- Student Success: Accounts Receivable (AR)
- Student Success: Student Progression

2.3 Capabilities in Scope

Work under this Statement of Work is defined and governed at the business capability level. Ellucian will deliver the Services using a capability-based implementation approach, meaning work will be planned, sequenced, configured, validated, and accepted based on the business capabilities identified below rather than by standalone product, module, or legacy solution.

The following business capabilities are in scope under this Statement of Work.

Curriculum (General and Core)
Capabilities supporting foundational student system administration, curriculum structure, curriculum management, and related academic framework processes required to operate the institution’s student environment.

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Recruiting & Admissions
Capabilities supporting prospect engagement, application management, admissions processing, Lead Generation and related enrollment initiation activities.

Student Aid
Capabilities supporting financial aid administration, aid application and processing activities, packaging and disbursement, and related student funding processes.

Student Success: AR
Capabilities supporting student financial account activity, tuition/fees, receivables, student account administration, housing/residential financial dependencies.

Student Success: Student Progression
Capabilities supporting onboarding, registration, records, advising, academic progress, support services, conferral, retention, and transfer articulation.

Please note that the below capability-based structure is indicative and not every underlying product feature, enhancement, regional variation, or future-state workflow is included automatically. Only those Services necessary to implement the in-scope business capabilities, as further described in this Statement of Work and its appendices, are included.

Pillars and Operational Capabilities

- Curriculum (General and Core)
  - General and Core
  - Veteran Student Services
  - Student Transportation Services
  - Curriculum Design
  - Curriculum Change Management
  - Course Management
  - Academic Faculty Load Management
  - Recruiting & Admissions
  - Student Application Management
  - Student Admissions Decision Management
  - Prospective Student Engagement
  - Domestic Student Recruitment
  - International Student Recruitment
  - Lead Generation
- Student Aid
  - Student Financial Aid Administration
  - Student Financial Aid Application Management
  - Student Financial Aid Counseling
  - Student Financial Aid Packaging and Disbursement

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    - Student Government Sponsored Aid Management
- Student Success: AR
    - Student Tuition and Fees Processing
    - Student Accounts Receivable
    - Student Accounts Administration
    - Student Housing and Residential Living
    - Student Success: Student Progression
    - Student Onboarding and Orientation
    - Degree Declaration
    - Student Registration
    - Grading and Feedback
    - Student Grades Management
    - Conferral Eligibility Management
    - Commencement Event Management
    - Student Conferral Processing
    - Co-Curricular Transcripts
    - Student Academic Policy Management
    - Student Records and Details Management
    - Enrollment Status Management
- Academic Year Scheduling
    - Teaching and Learning Compliance and Regulatory Reporting
    - Student Conduct
    - Academic Advising
    - Field Placement/Externship Management
    - Student Accessibility Services
    - Student Wellbeing Services
    - Athletic Student Services
    - Veteran Student Services
    - Student Academic Support Services
    - International Student Services
    - Student Engagement, Inclusion, and Leadership Development
    - Student Engagement and Retention
    - Student Transfer Articulation

2.4 Capability-Based Delivery Model

Delivery is structured around capabilities as the unit of execution.

- Work is planned, executed, and validated at the capability level
- Each capability is treated as a complete unit of delivery
- Integration, reporting, and platform elements are included within each capability
- Capabilities are sequenced based on a defined roadmap

Each capability includes embedded data, integration, and reporting elements required to achieve operational readiness, which serves as the basis for validation and acceptance.

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Validation of capability readiness for operational use is performed jointly by Ellucian and the Client to confirm alignment to intended business outcomes.

This validation includes confirmation that:

- The intended business process of the capability can be executed using the Ellucian solutions available within the respective pillar
- The capability has been tested for accuracy and completeness relative to its defined outcome
- The capability supports operational execution by designated users

Such validation supports readiness for acceptance evaluation and does not constitute formal acceptance. Formal acceptance of all capabilities is governed exclusively by Section 10 (Acceptance Criteria and Signoff).

2.5 Mapping Capabilities to Institutional Outcomes

Curriculum (General and Core): These capabilities support the academic foundation and execution of core institutional processes.

- Streamlined curriculum and program management
- Improved accuracy of academic records
- Efficient enrollment and registration processing
- Reliable academic lifecycle execution

Recruiting & Admissions: These capabilities enable institutions to attract, engage, and convert prospective students more effectively.

- Increased application completion rates
- Improved enrollment conversion and yield
- More effective prospective student engagement
- Greater visibility into recruitment funnel performance

Student Aid: These capabilities ensure students can access, understand, and act on financial resources efficiently.

- Faster financial aid packaging and disbursement
- Improved compliance with regulatory requirements
- Increased student financial clarity and confidence
- Expanded access to funding opportunities

Student Success: These capabilities focus on improving outcomes across the student lifecycle through engagement and support.

- Improved retention and progression
- Increased on-time completion
- More effective advising and intervention
- Earlier identification of at-risk students

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For clarity, changes in underlying operational capabilities, workflows, or delivery activities will only affect this Statement of Work to the extent they materially impact an in-scope Pillar. Any such impact will be addressed through the governance and change control mechanisms set forth in this Statement of Work.

2.6 Platform, Integration, and Reporting

Platform services, integrations, and reporting are embedded within each capability.

- Integration enables required data flow
- Reporting provides operational visibility
- Platform workflows enable automation

3 Delivery Methodology (Navigate to SaaS)

3.1 Overview

Ellucian delivers this engagement using a prescriptive, capability-based delivery methodology aligned to the Navigate to SaaS lifecycle.

This is not a traditional phased implementation organized around systems or functional silos. It is a structured progression designed to advance the institution from its existing Banner SaaS baseline to the contracted Ellucian Student Signature target state.

The methodology is built on three principles:

- **Deliver outcomes, not components** – Work is organized around end-to-end capabilities that enable institutional operations
- **Adopt, do not recreate** – The starting point is a proven baseline of configurations, workflows, and data structures
- **Progress with control and clarity** – Each phase includes defined entry and exit criteria to ensure readiness before moving forward

Work progresses iteratively. Each stage has clear expectations, defined deliverables, and explicit validation points.

The result is an efficient delivery model that preserves already-live aligned functionality while focusing delivery effort on validation, prescriptive remediation, and net-new Signature adoption. All delivery activities are executed and measured at the capability level, ensuring alignment between scope definition, execution, and acceptance.

3.2 Phases

The delivery lifecycle is structured into three phases:

- Discover
- Build

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- Optimize

Each phase is adapted to the Signature delivery model and is focused on efficient adoption of the predefined baseline.

3.2.1 Discover

The Discover phase establishes the foundation for delivery by validating the contracted SaaS-to-Signature scope, confirming dependencies, and preparing the organization for execution.

Applicable pre-sales assessments and outputs from the Client's Technical Modernization engagement are formal inputs to Discover. Discover does not repeat a broad Banner SaaS modernization assessment or reopen unchanged functionality that is outside the contracted Signature delta.

Key outcomes include:

- Validation of pre-sales findings and the contracted Validate / Remediate / Implement capability status
- Confirmation of material prescriptive-template remediation and approved exceptions
- Confirmation of integration, reporting, targeted data, testing, and training impacts for the changed footprint
- Establishment of a capability-based delivery roadmap and sequencing plan for the contracted Signature delta

This phase reduces implementation risk by ensuring that scope, expectations, dependencies, and constraints are clearly understood before execution begins.

3.2.2 Build

The Build phase is where already-live capabilities are validated, identified gaps are remediated, and net-new Signature capabilities are configured, validated, and prepared for operational use.

Work is executed iteratively but always anchored to defined capabilities rather than technical components.

Key characteristics:

- Capabilities are addressed according to their contracted delivery status: Validate, Remediate, or Implement, including the process, targeted data, integrations, reporting, and workflow elements required for the changed footprint
- Targeted data alignment and enablement activities are governed by Section 6.2. Broad Banner ERP data migration is not part of the standard SaaS-to-Signature engagement.

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- Current prescriptive configurations are adopted as the default, with existing aligned SaaS configurations retained and non-prescriptive variations remediated unless an approved exception applies
- Work is sequenced based on the delivery roadmap and institutional priorities
- Completed capabilities are validated individually before being integrated into broader workflows

A capability is only considered complete for delivery progression when:

- Applicable validation, remediation, or net-new configuration is finalized
- Required targeted data and configuration inputs are validated
- Integrated workflows function as expected
- The capability can be executed operationally by users. The capability demonstrates operational readiness aligned to defined business outcomes, subject to formal acceptance criteria defined in Section 10. These criteria are used solely to determine delivery progression and do not constitute formal acceptance or contractual completion of the capability.
- This ensures progress is measured by operational readiness, not partial configuration.

3.2.3 Optimize

The Optimize phase transitions the institution from implementation to sustained operation.

This phase begins during final validation and continues through initial production use.

Key outcomes include:

- Execution of go-live and transition activities
- Support for users as they begin operating new or materially changed Signature capabilities and workflows
- Stabilization of changed processes and newly adopted capabilities based on real-world usage
- Transition to ongoing ownership and continuous improvement

It is a controlled transition to steady-state operations, ensuring the institution can independently operate the delivered Signature delta within its existing Banner SaaS environment.

3.3 Stage Gates

Progression through the methodology is governed by stage gates.

These are formal checkpoints that ensure the project is ready to advance, not simply complete with activities.

Each stage gate requires:

- Completion of defined work for the current phase

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- Validation of delivery outputs and confirmation of readiness for progression by the institution
- Review and resolution of risks, issues, and dependencies
- Incorporation of lessons learned into subsequent planning

Advancement to the next phase is based on readiness and alignment, not timeline pressure.

This structure provides:

- Clear accountability across both teams
- Early identification of risks or misalignment
- Confidence that each phase builds on a stable foundation

3.4 Capability Execution

The criteria described in this section define capability completion for delivery execution and progression purposes only. These criteria are used to determine readiness to advance through delivery stages and do not constitute formal acceptance.

Ellucian will execute implementation using a capability-based delivery model aligned to the in-scope business capabilities identified in this Statement of Work. Implementation activities may therefore be organized, sequenced, and staffed around capability delivery rather than around individual products or legacy solution workstreams.

Formal acceptance of all capabilities is governed exclusively by Section 10 (Acceptance Criteria and Signoff).

Execution within each phase is organized around capabilities as the unit of delivery.

For SaaS-to-Signature delivery, each scoped capability is assigned one of three delivery statuses:

- Validate - the capability is already live and materially aligned to the current prescriptive model. Delivery is limited to lightweight confirmation of alignment and material dependencies.
- Remediate - the capability is live but contains material gaps from the current prescriptive model. Delivery addresses the contracted gaps and impacted dependencies.
- Implement - the capability is not currently adopted. Applicable Signature implementation activities are performed for the contracted capability.

The status defines the level of services required and prevents reimplementation of functionality that is already live and materially aligned. Unchanged Banner SaaS functionality outside the contracted Signature delta is not reimplemented or re-accepted through this engagement.

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Rather than delivering isolated functionality, each capability is treated as a complete operational outcome. The scope of each capability is defined in Section 5, and acceptance is governed by the criteria defined in Section 10.

For each capability:

- Business processes are validated against the baseline model and are defined or adjusted where remediation or net-new implementation is required
- Required configurations are validated, remediated, or established according to the contracted delivery status
- Targeted data and configuration inputs required for the changed footprint are validated and aligned to expected usage
- Supporting integrations and reporting are included
- End-to-end workflows are tested and confirmed

Capabilities are delivered in a sequenced roadmap, ensuring dependencies are respected and institutional priorities are addressed.

This approach ensures:

- Integrated delivery – platform, data, and workflows are addressed together
- Reduced duplication – work is not repeated across functional areas
- Faster time to value – capabilities become usable as they are completed

Completion is validated at the capability level before progressing to broader system validation.

Once all in-scope Validate, Remediate, and Implement activities are complete:

- The changed and impacted solution footprint is validated end-to-end
- Users are prepared to operate within the new model
- The institution transitions into readiness for deployment of the contracted Signature delta

Completion is validated for delivery purposes to confirm readiness for progression and end-to-end system validation.

Formal acceptance and signoff of capabilities are governed by Section 10 and require explicit confirmation by the Client.

This model replaces fragmented implementation with a cohesive, outcome-driven delivery approach, ensuring the institution is prepared to operate effectively on day one.

Capability acceptance is based on demonstrated operational use, not configuration completion. Acceptance is explicitly tied to the capability's defined business outcomes and its ability to operate within the broader institutional workflow model.

A capability is considered ready for acceptance evaluation when:

- End-to-end workflows can be executed by designated users

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- Required data supports those workflows accurately
- Embedded integrations and reporting function within the context of the capability
- The institution confirms readiness to operate that capability in production

These criteria support readiness assessment and validation only and do not establish acceptance thresholds or contractual completion standards, which are governed exclusively by Section 10 (Acceptance Criteria and Signoff).

Where existing institutional configurations or requirements differ from the current prescriptive model, Ellucian will guide alignment to standard practices. Prescriptive adoption is the default. Retained exceptions require business justification, acceptance of implications, approval and are evaluated based on impact to delivery timelines, complexity, supportability, and long-term sustainability.

Capability validation performed during execution supports readiness for acceptance but does not constitute formal acceptance until all criteria defined in Section 10 are met.

4 Delivery Approach (Capability-Based Execution)

4.1 Best Practices Adoption Model

This delivery approach is intentionally best practices focused.

The model reflects proven best practices, aligned processes, and integrated workflows designed to operate effectively in a SaaS environment.

Adoption of this model is a core expectation of delivery. Deviation from the best practices model is controlled and governed through defined decisions and change control processes. Deviations will require signoff from the Client executive sponsor.

Ellucian will:

- Guide the institution toward alignment with best practices
- Identify where existing Banner SaaS processes, configurations, or extensions diverge from the current prescriptive baseline
- Recommend adjustments to support efficient and sustainable operations

Where deviations are required, they are evaluated based on:

- Business necessity
- Impact on delivery timelines and complexity
- Effect on long-term maintainability and scalability

This is not a flexible-by-default model. It is a controlled adoption model designed to:

- Accelerate time to value
- Reduce delivery risk
- Maintain consistency across capabilities

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4.2 Capability Sequencing and Dependencies

Capabilities are not delivered independently. They are executed according to a sequenced delivery roadmap.

This sequence reflects:

- Dependencies between capabilities
- Data and process relationships
- Institutional priorities and operational timelines

The roadmap serves as the single source of delivery alignment, governing:

- Execution order of capabilities
- Resource planning and delivery coordination
- Readiness for validation and transition activities

This structured sequencing ensures that:

- Capabilities are delivered in a logical and sustainable order
- Dependencies are resolved before they impact downstream work
- The institution progresses toward end-to-end operational readiness

4.3 Delivery Roles and Team Structure

Delivery is executed through a coordinated team model aligned to capabilities.

Resources are organized to support end-to-end delivery, rather than isolated functional execution.

This includes:

- Capability-aligned resources responsible for outcome delivery
- Supporting roles focused on configuration, data, and technical execution
- Central coordination to maintain delivery alignment and progress tracking

This structure reduces handoffs, minimizes duplication, and improves delivery continuity across capabilities.

The model is designed to ensure that each capability is delivered with:

- Clear ownership
- Consistent execution approach
- Alignment to defined outcomes and acceptance criteria

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5 Capability Delivery Scope

5.1 Scope Overview

This section defines the capability-level scope of delivery.

Work is structured and executed based on business capabilities, representing what the institution must be able to operate, not the individual systems or components used to enable those capabilities.

SaaS-to-Signature Delivery Status Model

Each in-scope Operational Capability is assigned one of the following contracted delivery statuses based on the pre-sales Mods Studio findings and capability adoption profile:

- **Validate** — The Operational Capability is already live and materially aligned to the current prescriptive model. Services are limited to the confirmation necessary to verify alignment and identify any material exception or dependency.
- **Remediate** — The Operational Capability is already live but contains one or more contracted material gaps from the current prescriptive model. Services are limited to the remediation activities and affected dependencies necessary to address those identified gaps.
- **Implement** — The Operational Capability is not currently adopted by the Client. Applicable implementation services are performed for the contracted Operational Capability in accordance with the delivery scope defined in this SOW.

The assigned delivery status determines the level of services applicable to each Operational Capability. The detailed Delivery Scope descriptions in the tables below describe the activities that may apply when an Operational Capability is designated Remediate or Implement. An Operational Capability designated Validate does not automatically receive the full implementation activities described for Remediate or Implement Operational Capabilities.

Depending on the assigned delivery status and contracted scope, applicable delivery activities may include:

- Definition of target business processes aligned to the baseline model
- Configuration and enablement required to support those processes
- Supporting data, integrations, and reporting embedded within the Operational Capability
- Validation of end-to-end operational readiness

Formal Pillar acceptance criteria are defined in Section 10.

Applicable data, integration, and reporting activities expressly included in the contracted scope are delivered in accordance with the responsibility models and scope boundaries defined in Section 6 and Appendix C.

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Scope is not defined by isolated activities or technical components. It is defined by the contracted Pillars and their in-scope Operational Capabilities.

Capabilities are delivered according to the sequenced roadmap, ensuring alignment to dependencies, institutional priorities, and overall delivery progression.

Scope Control Principle

The services described in this Statement of Work are limited to those activities required to deliver the defined capabilities to a state of operational readiness.

Any activity not explicitly required to enable an in-scope capability to achieve operational readiness is considered out of scope, unless otherwise agreed through the Change Control Process defined in Section 9.

Scope is defined by capability outcomes and the contracted Validate / Remediate / Implement status, not by individual tasks, historical practices, or prior implementation effort.

Requests that extend beyond the defined capability outcomes, introduce new use cases, or require additional integrations, reporting, or data structures not required for operational readiness are considered out of scope and subject to Change Control.

Scope Limitations for the Existing Banner SaaS Environment

This SaaS-to-Signature engagement is scoped for a Client live on Banner SaaS, following Technical Modernization. Availability, maturity, configuration approach, integration model, data model, and delivery path for certain Signature capabilities may vary based on the Banner SaaS product components currently adopted by the Client and the current state of Ellucian Student product availability.

The inclusion of a pillar, business capability, or operational capability in this Statement of Work does not imply that every related product capability, workflow, configuration option, integration, report, automation, or future-state enhancement is automatically included. Delivery depends on the contracted Signature scope, current product adoption, product availability, dependency sequencing, and the applicable Validate / Remediate / Implement status.

During delivery, Ellucian will evaluate applicable capability availability, product maturity, implementation readiness, SaaS dependencies, and Client readiness. Ellucian will recommend whether an applicable capability or operational component should be validated, remediated, implemented using available functionality, deferred until later product availability, delivered through an alternate approved approach, or addressed through a separate project or Change Order.

For clarity, platform-specific differences do not expand the scope of this Statement of Work. Any activity required to deliver functionality, workflows, integrations, data structures, reports, automations, or services beyond the capability outcomes expressly included in this Statement of Work is subject to the Change Control Process defined in Section 9.

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Business Capability Governance

This SaaS-to-Signature engagement is scoped for a Client already live on Banner SaaS. Availability, configuration approach, integration model, data model, and delivery path for certain Signature capabilities may vary based on the Banner SaaS product components currently adopted by the Client and the current state of Ellucian Student product availability.

The inclusion of a Pillar or Operational Capability in this Statement of Work does not imply that every related product capability, workflow, configuration option, integration, report, automation, or future-state enhancement is automatically included. Delivery depends on the contracted Signature scope, current product adoption, product availability, dependency sequencing, and the applicable Validate / Remediate / Implement status.

During delivery, Ellucian will evaluate applicable product availability and implementation readiness where relevant to the contracted scope. If product availability or a product release materially affects an in-scope Operational Capability, Ellucian will provide a recommendation regarding the appropriate delivery treatment. Any resulting change to contracted scope, effort, sequencing, timeline, or acceptance footprint is subject to the Change Control Process defined in Section 9.

Where an in-scope Operational Capability is formally deferred through the Change Control Process, the approved change will document any resulting adjustment to the delivery and acceptance footprint of the applicable Pillar under this SOW.

For clarity, platform-specific differences do not expand the scope of this Statement of Work. Any activity required to deliver functionality, workflows, integrations, data structures, reports, automations, or services beyond the capability outcomes expressly included in this Statement of Work is subject to the Change Control Process defined in Section 9.

Scope remains governed by the capability hierarchy defined in Section 2.3.

5.2 Curriculum (General and Core) Capability Delivery

Operational Capability	Delivery Scope	Outcome Achieved
General and Core	Define and validate foundational administrative and self-service workflows required to establish the core student system operating model. Confirm baseline setup, role-based access patterns, institutional structures, navigation expectations, and foundational configuration dependencies required to support downstream capabilities.	Ability to establish and operate the foundational student system framework required for consistent execution across curriculum, admissions, student aid, student success, and related institutional processes.

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Operational Capability	Delivery Scope	Outcome Achieved
Veteran Student Services	Define and validate veteran student support workflows, including identification, eligibility considerations, service coordination, required documentation, and related compliance or reporting dependencies where included in scope.	Ability to support veteran students through consistent service delivery, appropriate eligibility tracking, and operational visibility into veteran student populations and related institutional responsibilities.
Student Transportation Services	Define and validate student transportation service workflows, including transportation eligibility, service access, pass or permit coordination, related student records, and applicable administrative tracking where included in scope.	Ability to manage student transportation-related services consistently, supporting student access, administrative tracking, and coordination with broader student service operations.
Curriculum Design	Define and validate curriculum design workflows, including program structures, course relationships, academic requirements, catalog elements, approval dependencies, and configuration needed to support the institution's academic framework. Identify required governance decisions and approved variations.	Ability to define and maintain curriculum structures that provide a governed academic foundation for admissions, enrollment, advising, degree planning, student progression, and completion processes.
Curriculum Change Management	Define and validate curriculum change workflows, including proposal, review, approval, versioning, effective dating, and implementation of approved curriculum changes. Identify governance decision points, policy-driven variations, and downstream impacts.	Ability to manage curriculum changes in a controlled, auditable, and consistent manner while protecting the stability of dependent academic and student lifecycle processes.
Course Management	Define and validate course management workflows, including course setup, maintenance, attributes, academic period alignment, scheduling dependencies, and related configuration required to support course availability and delivery.	Ability to manage course information and course availability consistently, supporting academic scheduling, registration, advising, reporting, and instructional planning.
Academic Faculty Load Management	Define and validate academic faculty load workflows, including instructional assignment, workload tracking, academic delivery alignment, and related data dependencies required to support faculty workload visibility where included in scope.	Ability to manage and review faculty workload in alignment with academic delivery needs, supporting instructional planning, operational consistency, and institutional reporting.

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5.3 Recruiting & Admissions Capability Delivery

Operational Capability	Delivery Scope	Outcome Achieved
Student Application Management	Define and validate application intake and processing workflows, including application submission, status tracking, document collection, required validations, and exception handling. Confirm required data dependencies, communication triggers, and validation outputs required to support application processing execution.	Ability to manage student applications end-to-end, including intake, tracking, document verification, and application readiness with operational visibility and consistency.
Student Admissions Decision Management	Define and validate admissions evaluation and decision workflows, including review steps, decision rules, approval paths, decision outcomes, communication processes, and exception scenarios. Confirm validation outputs required to support consistent execution of admissions decisions.	Ability to evaluate applications and issue admissions decisions through consistent, policy-aligned workflows with timely communication and clear operational traceability.
Lead and Prospect Management	Defined lead and prospect management processes, including prospective student identification through centralized student interest networks, targeted outreach and communications, population segmentation and prioritization, interest monitoring, and progression activities. Validation outputs confirming execution of lead and prospect management activities.	Processes are established, validated, and operational for prospective student identification, engagement, communications, segmentation, prioritization, and progression activities aligned to the Ellucian Student operating model.
Prospective Student Engagement	Define and validate prospective student engagement workflows, including inquiry intake, prospect record creation, segmentation, outreach, campaign activity, engagement tracking, and communication patterns. Confirm validation outputs required to support engagement execution across defined stages.	Ability to engage and progress prospective students through defined recruitment stages with visibility into engagement activity, communication history, and pipeline movement.
Domestic Student Recruitment	Define and validate domestic recruitment workflows, including territory or population-based recruitment planning, recruitment activity execution, prospect tracking, event participation, pipeline progression, and related communication patterns. Confirm validation outputs required to support domestic recruitment execution.	Ability to plan, execute, and monitor domestic recruitment activities with measurable pipeline development, prospect engagement, and conversion tracking.

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Operational Capability	Delivery Scope	Outcome Achieved
International Student Recruitment	Define and validate international recruitment workflows, including region-specific engagement, international prospect tracking, recruitment activity execution, communication patterns, and applicable international admissions or documentation dependencies where included in scope. Confirm validation outputs required to support international pipeline execution.	Ability to engage and manage international prospects with regionally aligned recruitment processes, pipeline visibility, and coordination with downstream admissions activities.
Lead Generation	Define and validate lead generation workflows, including lead source capture, inquiry creation, prospect qualification, prioritization, routing, and conversion into recruitment or admissions follow-up activities. Confirm validation outputs required to support lead capture and progression.	Ability to generate, capture, qualify, and route prospective student leads into structured recruitment and admissions processes with clear ownership and follow-up visibility.

5.4 Student Aid Capability Delivery

Operational Capability	Delivery Scope	Outcome Achieved
Student Financial Aid Administration	Define and validate financial aid administration workflows, including aid year setup, administrative processing, student aid status tracking, institutional policy alignment, compliance considerations, exception handling, and coordination with related admissions, enrollment, and student accounts processes. Confirm validation outputs required to support consistent financial aid administration.	Ability to administer student financial aid processes consistently, supporting accurate aid operations, regulatory readiness, student financial clarity, and coordination across the student lifecycle.
Student Financial Aid Application Management	Define and validate student financial aid application workflows, including application intake, required documentation, data validation, eligibility-related inputs, application status tracking, and exception management. Confirm validation outputs required to support accurate and complete financial aid application processing.	Ability to capture, manage, and validate student financial aid applications with clear visibility into application status, completeness, required actions, and readiness for downstream aid processing.

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Operational Capability	Delivery Scope	Outcome Achieved
Student Financial Aid Counseling	Define and validate student financial aid counseling workflows, including student communications, guidance, notifications, required actions, financial aid status visibility, counseling touchpoints, and escalation or exception scenarios. Confirm validation outputs required to support student-facing financial aid communication and guidance.	Ability to help students understand, act on, and manage their financial aid position through clear, timely, and actionable communication and support.
Student Financial Aid Packaging and Disbursement	Define and validate financial aid packaging, awarding, adjustment, disbursement, and reconciliation workflows, including fund assignment, prioritization, allocation, timing, validation, exception handling, and coordination with student accounts where applicable. Confirm validation outputs required to support accurate aid packaging and disbursement execution.	Ability to package, award, adjust, and disburse student financial aid accurately and consistently, supporting timely funding delivery, operational continuity, and compliance readiness.
Student Government Sponsored Aid Management	Define and validate government-sponsored aid management workflows, including sponsored funding eligibility, required documentation, funding source coordination, award tracking, compliance considerations, and exception handling where included in scope. Confirm validation outputs required to support sponsored aid management and related student funding processes.	Ability to manage government-sponsored student aid consistently, supporting funding accuracy, compliance alignment, student visibility, and coordination with broader financial aid and student account processes.

5.5 Student Success: AR Capability Delivery

Operational Capability	Delivery Scope	Outcome Achieved
Student Tuition and Fees Processing	Define and validate tuition and fee assessment workflows, including calculation, application, adjustments, account posting, related dependencies, and exception handling. Confirm validation outputs required to support accurate tuition and fee processing.	Ability to assess and manage tuition and fees accurately, providing financial clarity for students and supporting downstream student account and financial processes.

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Operational Capability	Delivery Scope	Outcome Achieved
Student Accounts Receivable	Define and validate student receivables workflows, including billing, charge assessment, payment activity, balance tracking, reconciliation considerations, and exception handling where included in scope. Confirm validation outputs required to support accurate receivables execution.	Ability to track and manage student receivables with operational visibility, financial accuracy, and continuity across the student lifecycle.
Student Accounts Administration	Define and validate student account setup, maintenance, adjustment, status, and inquiry workflows. Identify required configuration decisions, data dependencies, financial controls, and approved variations. Confirm validation outputs required to support account administration execution.	Ability to manage student financial account activity accurately and consistently across the student lifecycle.
Student Housing and Residential Living	Define and validate student housing and residential living workflows, including housing eligibility, assignment, status tracking, related student records, charge or account dependencies, and exception handling where included in scope. Confirm validation outputs required to support housing and residential service execution.	Ability to manage student housing and residential living activities consistently, supporting residential operations, student service coordination, and related financial or student record dependencies.

5.6 Student Success: Student Progression Capability Delivery

Operational Capability	Delivery Scope	Outcome Achieved
Student Onboarding and Orientation	Define and validate onboarding and orientation workflows, including readiness activities, student communications, required actions, checklist or milestone tracking, and related handoffs from admissions into active student participation. Confirm validation outputs required to support onboarding execution.	Ability to onboard students effectively, ensuring students understand required actions and are prepared for academic engagement and institutional participation.
Degree Declaration	Define and validate degree declaration workflows, including program selection, declaration updates, approval or review steps, effective dating, academic record impacts, and related advising or registration dependencies. Confirm validation outputs required to support accurate degree declaration execution.	Ability for students and staff to declare, update, and manage academic pathways consistently, supporting progression, advising, registration, and completion alignment.

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Operational Capability	Delivery Scope	Outcome Achieved
Student Registration	Define and validate registration workflows, including course selection, eligibility checks, prerequisite or restriction validation, enrollment processing, registration status, add/drop activity, and exception handling. Confirm validation outputs required to support registration execution.	Ability to register students into courses accurately and efficiently, enabling active participation in academic programs while supporting institutional enrollment controls.
Grading and Feedback	Define and validate grading and feedback workflows, including grade entry, performance feedback, communication, documentation, correction processes, and related academic policy dependencies. Confirm validation outputs required to support grading and feedback execution.	Ability to provide grading and feedback in a consistent and transparent manner, supporting student understanding, academic evaluation, and progression.
Student Grades Management	Define and validate student grade management workflows, including grade capture, validation, posting, update, correction, approval, and academic record impacts. Confirm validation outputs required to support accurate grade management execution.	Ability to manage and maintain student grades accurately, supporting academic evaluation, progression tracking, records integrity, and downstream completion processes.
Conferral Eligibility Management	Define and validate conferral eligibility workflows, including requirement evaluation, academic rule application, exception review, eligibility status tracking, and related advising or records dependencies. Confirm validation outputs required to support eligibility determination.	Ability to determine conferral eligibility consistently and accurately, ensuring alignment with academic requirements and readiness for completion processing.
Commencement Event Management	Define and validate commencement event workflows, including candidate identification, participation tracking, event readiness activities, communication, and related operational coordination where included in scope. Confirm validation outputs required to support commencement readiness.	Ability to manage commencement-related activities consistently, supporting institutional completion events and student participation.
Student Conferral Processing	Define and validate student conferral workflows, including completion validation, award processing, credential posting, academic record updates, and related communication or reporting dependencies. Confirm validation outputs required to support conferral execution.	Ability to process student conferrals accurately, ensuring completion recognition, academic record integrity, and downstream credential or reporting readiness.

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Operational Capability	Delivery Scope	Outcome Achieved
Co-Curricular Transcripts	Define and validate co-curricular transcript workflows, including activity capture, achievement tracking, eligibility or inclusion rules, transcript generation, and reporting dependencies where included in scope. Confirm validation outputs required to support co-curricular transcript execution.	Ability to capture and report co-curricular achievements as part of the student record, supporting a broader view of student engagement and accomplishment.
Student Academic Policy Management	Define and validate student academic policy management workflows, including academic standing, repeat rules, grading policy impacts, progression rules, exception handling, and related records or advising dependencies. Confirm validation outputs required to support academic policy execution.	Ability to apply and manage academic policies consistently, supporting accurate student progression, records integrity, and policy-aligned decision-making.
Student Records and Details Management	Define and validate student record management workflows, including student biographical, academic, enrollment, status, and lifecycle data maintenance. Identify required data controls, validation activities, update processes, and dependent reporting or workflow needs. Confirm validation outputs required to support student record accuracy.	Ability to maintain accurate and trusted student records that support admissions, aid, accounts, registration, advising, compliance, reporting, and student success processes.
Enrollment Status Management	Define and validate enrollment status workflows, including status assignment, updates, effective dating, lifecycle changes, reporting impacts, and related downstream dependencies. Confirm validation outputs required to support enrollment status accuracy.	Ability to track and manage student enrollment status accurately, supporting lifecycle progression, compliance reporting, aid, accounts, and institutional visibility.
Academic Year Scheduling	Define and validate academic year scheduling workflows, including academic calendar setup, term structures, period definitions, scheduling dependencies, and related registration or records impacts. Confirm validation outputs required to support academic year scheduling execution.	Ability to establish and manage academic year and term structures that provide the operating framework for enrollment, registration, advising, grading, and completion activities.
Teaching and Learning Compliance and Regulatory Reporting	Define and validate teaching and learning compliance and regulatory reporting workflows, including data capture, reporting inputs, required validations, regulatory dependencies, and exception handling where included in scope. Confirm validation outputs required to support reporting readiness.	Ability to support academic and regulatory reporting requirements with accurate data, defined processes, and operational readiness for compliance-related activities.

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Operational Capability	Delivery Scope	Outcome Achieved
Student Conduct	Define and validate student conduct workflows, including case intake, review, resolution, documentation, status tracking, policy alignment, and related communication or reporting dependencies. Confirm validation outputs required to support student conduct process execution.	Ability to manage student conduct processes consistently, supporting policy compliance, case traceability, student accountability, and institutional governance.
Academic Advising	Define and validate academic advising workflows, including student guidance, academic planning, pathway review, progress monitoring, intervention identification, appointment or interaction tracking, and related advising dependencies. Confirm validation outputs required to support advising execution.	Ability to guide students through academic decision-making, supporting progression, retention, timely completion, and alignment between student plans and academic requirements.
Field Placement / Externship Management	Define and validate field placement and externship workflows, including placement assignment, eligibility, tracking, completion, documentation, and academic requirement alignment where included in scope. Confirm validation outputs required to support placement execution and tracking.	Ability to manage and track field placements and externships, ensuring alignment with academic requirements, experiential learning expectations, and student progression.
Student Accessibility Services	Define and validate student accessibility service workflows, including accommodation intake, review, approval, coordination, communication, service delivery, and related documentation where included in scope. Confirm validation outputs required to support accessibility service execution.	Ability to provide accessibility services consistently, supporting equitable access, accommodation delivery, and student participation across the lifecycle.
Student Wellbeing Services	Define and validate student wellbeing workflows, including outreach, referral, coordination, service tracking, documentation, and escalation or exception handling where included in scope. Confirm validation outputs required to support wellbeing service execution.	Ability to coordinate student wellbeing support consistently, supporting student persistence, engagement, and the overall student experience.
Athletic Student Services	Define and validate athletic student service workflows, including eligibility tracking, service coordination, student athlete support, documentation, and related compliance dependencies where included in scope. Confirm validation outputs required to support athletic student service execution.	Ability to support student athletes consistently, ensuring appropriate service coordination, eligibility visibility, and alignment with academic and institutional requirements.

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Operational Capability	Delivery Scope	Outcome Achieved
Veteran Student Services	Define and validate veteran student support workflows, including identification, eligibility considerations, service coordination, required documentation, and related compliance or reporting dependencies where included in scope. Confirm validation outputs required to support veteran student service execution.	Ability to support veteran students through consistent service delivery, appropriate eligibility tracking, and operational visibility into veteran student populations and related institutional responsibilities.
Student Academic Support Services	Define and validate student academic support workflows, including support service identification, tutoring or assistance programs, referral activity, service tracking, and related communication or reporting dependencies where included in scope. Confirm validation outputs required to support academic support execution.	Ability to provide student academic support services consistently, supporting student success, progression, persistence, and completion.
International Student Services	Define and validate international student service workflows, including international student identification, compliance-related tracking, documentation, service coordination, communication, and related reporting dependencies where included in scope. Confirm validation outputs required to support international student service execution.	Ability to support international students consistently, ensuring appropriate service coordination, compliance readiness, and successful integration into institutional processes.
Student Engagement, Inclusion, and Leadership Development	Define and validate student engagement, inclusion, and leadership development workflows, including participation tracking, engagement activities, student organization or leadership participation, communication, and related reporting dependencies where included in scope. Confirm validation outputs required to support engagement and leadership development execution.	Ability to support student engagement, inclusion, and leadership development activities, strengthening student connection, belonging, participation, and institutional engagement outcomes.
Student Engagement and Retention	Define and validate student engagement and retention workflows, including engagement monitoring, risk identification, intervention activity, outreach, case or activity tracking, and related advising or support dependencies. Confirm validation outputs required to support retention execution.	Ability to identify, engage, and support students who may need intervention, improving persistence, progression, retention, and completion outcomes.

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Operational Capability	Delivery Scope	Outcome Achieved
Student Transfer Articulation	Define and validate student transfer articulation workflows, including transfer evaluation, external coursework review, credit mapping, institutional requirement alignment, application of transfer outcomes, and downstream impacts to enrollment, advising, academic planning, and student progression. Confirm validation outputs required to support accurate transfer articulation execution across the student lifecycle.	Ability to evaluate, apply, and use transfer outcomes accurately and consistently, supporting admissions continuity, enrollment readiness, advising, academic planning, and student progression.

6 Cross-Capability Services (Embedded Enablers)

6.1 Overview of Embedded Services

Certain services are required to enable successful delivery across all capabilities. These services are not delivered as independent workstreams. They are embedded within each capability and executed as part of end-to-end delivery.

Embedded services will be delivered in support of the in-scope business capabilities using a capability-based implementation model. Accordingly, delivery activities may be organized across capability-aligned workstreams and may include coordinated configuration, data, integration, reporting, testing, enablement, and readiness activities necessary to achieve operational readiness for each in-scope business capability.

These services support:

- Data readiness and accuracy
- Integration of processes and information
- Operational visibility through reporting
- Adoption and sustained use of delivered capabilities

Each service is applied in the context of the capability being delivered and is required to achieve full operational readiness of that capability, ensuring alignment to business outcomes, not technical completion.

This approach avoids fragmented execution and ensures that each capability is delivered as a complete, operational unit.

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6.2 Targeted Data Alignment and Enablement

Data activities in this SaaS-to-Signature engagement are targeted to the changed footprint. The Client is already live on Banner SaaS; therefore, broad ERP data conversion or migration is not part of the standard scope.

Targeted data work may include:

- Confirmation of data and configuration elements required for net-new Signature capabilities
- Alignment or remediation of configuration, reference, or other data required to adopt current prescriptive templates
- Product-specific data preparation or migration only where a newly adopted capability expressly requires it and the activity is included in contracted scope
- Validation of changed data and configuration inputs within the affected business processes

Completion is achieved when the targeted data required for the contracted Signature delta supports the applicable workflows and operational outcomes.

6.3 Overview and Responsibility Model

Targeted data alignment is a shared responsibility between Ellucian and the Client. Ellucian provides the applicable guidance, templates, tools, and execution support defined in the contracted scope. The Client retains responsibility for the accuracy, completeness, institutional meaning, quality, and final validation of Client data.

6.4 Standard Targeted Data Approach

Unless otherwise specified, targeted data activities are planned and executed in conjunction with the affected capability rather than through a standalone, multi-cycle ERP migration workstream.

- Identify the data or configuration change required by the scoped capability or remediation item
- Prepare, map, or align the required data using the applicable prescribed structure
- Load or configure the targeted data where assigned to Ellucian
- Validate the changed data in the context of the affected capability and related regression scope

6.5 Banner SaaS Data Alignment

Because the Client is already operating on Banner SaaS, existing ERP production data remains in place unless a specific contracted Signature capability requires targeted data movement, restructuring, or enablement. Ellucian will not perform a broad extraction and reload of the Banner ERP data set as part of this engagement.

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Where Mods Studio identifies configuration or reference-data differences from the current prescriptive templates, the applicable remediation effort is included when expressly reflected in the contracted scope.

6.6 Existing Data and Configuration Validation

For Operational Capabilities designated Validate, data activity is limited to the confirmation necessary to determine that the existing capability remains operational and materially aligned. Existing data that is not affected by the contracted Signature delta is not revalidated through a full migration or reconciliation cycle.

6.7 Product-Specific Data Migration

A newly adopted Signature capability may require targeted migration or initialization of data from an existing solution. Such work is included only when expressly identified in the scoped services. The approach, responsibilities, volume assumptions, and validation requirements will be defined for the applicable capability or service.

6.8 Data Validation and Signoff

The Client is responsible for validating targeted data and configuration changes and confirming that the resulting information is accurate, complete, and usable for the affected business processes. Ellucian will provide validation guidance and support applicable to the contracted activity.

Client confirmation of data accuracy and completeness is separate from formal Pillar acceptance under Section 10.

6.9 Out of Scope

Unless explicitly stated otherwise, the following are out of scope:

- Broad Banner ERP data conversion or migration
- Full extraction and reload of existing Banner SaaS production data
- Data cleansing or correction of source data issues
- Historical data conversion beyond the requirements of a specifically contracted new capability
- Data governance or data ownership activities
- Ongoing data reconciliation after completion of the scoped change

Any additional data activities shall be deemed out of scope unless agreed through the Change Control Process defined in Section 9.

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6.10 Integration and Extensibility

Integration requirements are addressed within each capability to enable required workflows and data flow. Because the Client is already live on Banner SaaS, the engagement includes a standard reassessment of the integrations affected by the Signature target state. It does not assume redevelopment of the Client's entire existing integration estate.

Integration ownership, delivery responsibility, and scope boundaries are governed by the Integration Responsibility Model. Ellucian will perform only those integration activities expressly assigned to Ellucian in that model. All other integrations are the responsibility of the Client unless separately scoped and agreed through Change Control.

This includes:

- Review of existing integrations that support the capabilities and processes affected by the Signature project
- Confirmation of available productized integrations and current prescribed integration patterns
- Identification of existing integrations that can remain unchanged
- Identification and scoping of integrations that require modification, replacement, or retirement to support the Signature target state
- Configuration of productized integrations assigned to Ellucian
- Implementation of net-new integrations only where explicitly contracted and assigned to Ellucian
- Validation of changed integrations within impacted operational workflows

Completion is achieved when the integrations within the contracted changed footprint support the required end-to-end processes. Existing integrations that are not materially affected by the Signature scope are not rebuilt or reaccepted through this engagement.

Ellucian does not provide end-to-end delivery, development, or operational ownership of integrations unless explicitly defined as such in this Statement of Work. Client-owned, partner-delivered, or custom integrations remain outside Ellucian's delivery responsibility unless separately scoped.

6.11 Reporting and Analytics

Reporting and analytics are assessed as part of the SaaS-to-Signature engagement to determine what remains fit for purpose and what incremental work is required for the Signature target state.

This includes:

- Assessment of the current reporting and analytics landscape relevant to the changed Signature footprint

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- Confirmation of existing reports and analytics that can remain in use without modification
- Identification and adoption of applicable Ellucian Student prebuilt reporting and analytics assets
- Identification of material gaps not addressed by existing or prebuilt assets
- Implementation of additional Ellucian-built reporting only where explicitly contracted
- Validation of changed reports and analytics within the context of affected business processes

Reporting is designed to support operational monitoring, decision-making, and applicable regulatory or institutional requirements.

Completion is achieved when the reporting and analytics within the contracted changed footprint enable stakeholders to understand, monitor, and act on the affected capability outcomes. Existing reporting that remains fit for purpose is not automatically redeveloped.

6.12 Testing and Validation

Testing is focused on the changed and impacted footprint rather than repeating broad Banner SaaS transition or ERP-wide user acceptance testing already completed as part of the Client's prior SaaS modernization.

This includes:

- Lightweight validation of already-live capabilities designated Validate
- Testing of remediated configurations, processes, data, integrations, reporting, and workflows
- Testing of net-new Signature capabilities and supporting services
- Targeted regression testing of end-to-end processes materially impacted by the changed footprint
- Confirmation that designated users can execute new or materially changed activities successfully

Testing and validation are aligned to the in-scope business capabilities and the operational outcomes affected by the contracted Signature delta. The breadth of regression testing is based on material impact and risk.

Completion is achieved when the applicable changed capability footprint can be executed in a production-ready state. Unchanged Banner SaaS functionality outside the affected footprint is not subject to broad reacceptance under this SOW. This validation supports readiness for acceptance evaluation as defined in Section 10.

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6.13 Platform Configuration and Workflow Enablement

Platform configuration and workflow enablement are applied only where required by net-new Signature capabilities, contracted remediation, prebuilt asset adoption, or other changes within the agreed scope.

This includes:

- Validation of existing configuration and workflow elements that are already materially aligned
- Configuration or remediation of process rules and decision logic required by the changed footprint
- Enablement of new or materially changed workflow execution across roles and activities
- Alignment of affected workflows to standardized process models and applicable prebuilt assets

Configuration is guided by the current prescriptive baseline, with retained variations evaluated based on business necessity, supportability, and delivery impact.

Completion is achieved when the changed workflows support consistent and repeatable execution of the affected capability processes.

6.14 Training and Enablement

Baseline training and enablement are limited to the new or materially changed Signature capabilities, workflows, and related operating practices introduced through this engagement.

This includes:

- Targeted knowledge transfer and training required for designated users or administrators to operate new or materially changed capabilities
- Guidance materials or enablement outputs required to support the changed workflows
- Support for transition of the contracted Signature delta to operational use

Broad end-user or role-based training beyond the changed footprint may be provided as an optional additional service when separately contracted.

Organizational Change Management is not included in the baseline SaaS-to-Signature services. Change Management, including broader organizational readiness, communications, stakeholder engagement, and adoption planning, may be provided as an optional additional service when separately contracted.

Completion of baseline training and enablement is achieved when the designated users for the changed footprint have received the contracted enablement necessary to support operational use.

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7 Assumptions and Dependencies

7.1 Key Assumptions

The following assumptions are fundamental to the successful execution of this engagement.

- The Ellucian Technical Modernization is complete and the Client is live and operating on Banner SaaS before the SaaS-to-Signature engagement begins
- Existing SaaS capabilities and functionality outside the contracted Signature delta will remain in place and will not be reimplemented unless a material dependency requires scoped change

These assumptions are based on a capability-based, prescriptive delivery model and define the conditions under which delivery outcomes can be achieved.

- The institution will adopt the standard capability model as the baseline for delivery
- Delivery will focus on operational outcomes and prescriptive alignment, not recreation of existing local variations
- Capabilities will be validated, remediated, or implemented according to their contracted delivery status and assessed for end-to-end readiness within the changed footprint
- Work will progress according to the sequenced roadmap and defined stage gates

These assumptions are not optional. They are required to maintain delivery clarity, consistency, and timeline predictability.

7.2 Client Dependencies

Successful delivery requires timely and active participation from the institution.

The Client's detailed responsibilities are defined in Section 7.6 (Client Responsibilities and Participation).

Failure to meet these responsibilities may impact delivery timelines, sequencing, and readiness for acceptance.

The institution is responsible for:

- Providing access to subject matter expertise aligned to each capability
- Participating in decision-making, validation, and acceptance activities
- Supporting alignment to standard processes and practices
- Completing required activities to enable data readiness and operational validation

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Delays in participation or decision-making may impact delivery timelines, sequencing, and readiness.

The institution's engagement is critical to ensure that capabilities can be validated and operated successfully.

7.3 Ellucian Dependencies

Ellucian will provide the resources, guidance, and coordination required to deliver capabilities aligned to the defined scope.

Ellucian is responsible for:

- Providing capability-aligned delivery resources
- Guiding adoption of standardized processes and workflows
- Coordinating execution across all phases and capabilities
- Ensuring delivery progresses according to defined methodology and stage gates

Delivery is dependent on alignment between Ellucian and the institution to ensure consistent execution and validated outcomes.

7.4 Data and Integration Assumptions

Data and integration activities are embedded within each capability and are subject to the following assumptions:

- The institution will provide the targeted data and configuration inputs required for scoped remediation or net-new capability adoption in an accessible and usable format, as prescribed by Ellucian
- Targeted data and configuration changes will be aligned to the current prescribed capability model
- Targeted data alignment and enablement responsibilities are defined in Section 6.2. The Client is responsible for data accuracy, validation, and signoff for all scoped data activities.
- Existing and net-new integrations affected by the Signature target state will be reassessed and prioritized based on capability needs and contracted responsibility
- External systems will be available to support integration validation and testing

Targeted data and integration readiness directly impacts the ability to achieve end-to-end execution of the changed capability footprint.

Incomplete or misaligned data may delay validation and operational readiness.

Integration responsibilities are allocated between the parties as defined in the General Terms. The Client is responsible for ensuring availability, readiness, and support of external

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systems and any integrations not expressly assigned to Ellucian. Delays or defects originating from Client-owned or third-party integrations may impact delivery timelines and are not the responsibility of Ellucian.

7.5 Resource and Staffing Assumptions

Delivery is based on a coordinated team model, Ellucian and the Client, aligned to capabilities.

The following assumptions apply:

- Resources will be assigned to support end-to-end capability delivery
- Roles and responsibilities will align with the delivery model and capability structure
- The institution will assign appropriate resources to support engagement, validation, and adoption
- Resource availability will be maintained throughout the delivery lifecycle

Changes to resource availability may impact delivery sequence, timelines, and capability completion.

Additional details in Appendix B – Roles and Responsibilities (detailed)

7.6 Client Responsibilities and Participation

7.6.1 Overview

Successful delivery of Ellucian Student requires active, timely, and ongoing participation from the Client.

The Client is responsible for providing the resources, inputs, decisions, and validation required to support capability delivery and operational readiness.

Delivery timelines, sequencing, and outcomes are dependent on fulfillment of these responsibilities.

7.6.2 Participation and Resourcing

The Client will:

- Assign qualified resources with appropriate authority and subject matter expertise
- Ensure availability of resources aligned to the project schedule
- Participate in workshops, validation activities, and decision-making sessions
- Provide timely responses, feedback, and approvals

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7.6.3 Decision-Making and Approvals

The Client is responsible for:

- Making timely business and technical decisions
- Approving deliverables, configurations, and targeted data outcomes
- Escalating internal issues that may impact delivery timelines

Delays in decisions or approvals may impact delivery sequencing and timelines.

7.6.4 Data, Integration, and Testing Responsibilities

The Client is responsible for:

- Providing required targeted data and configuration inputs
- Performing validation and reconciliation of targeted data changes
- Supporting integration testing and validation
- Executing user acceptance testing activities
- Confirming readiness for progression between phases

Detailed responsibilities are defined in:

- Section 6.2 (Targeted Data Alignment and Enablement)
- Section 6.3 (Integration and Extensibility)
- Section 10 (Acceptance Criteria and Signoff)

7.6.5 Dependency Management

The Client acknowledges that delivery is dependent on:

- Availability of Client resources
- Completion of Client-owned tasks
- Third-party system readiness
- Internal coordination across teams

Delays in these areas may impact delivery timelines and readiness.

7.6.6 Change Control Alignment

Where Client actions or delays result in:

- Scope expansion
- Rework
- Timeline impacts

These impacts will be managed through the Change Control Process defined in Section 9.

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7.6.7 Shared Accountability Model

Ellucian and the Client operate under a shared delivery model, where:

- Ellucian provides structured delivery, tools, and guidance
- The Client provides institutional knowledge, validation, and ownership

Both parties are expected to collaborate to achieve operational outcomes.

8 Out of Scope

Any activity not explicitly required to enable an in-scope Capability to achieve operational readiness shall be deemed out of scope unless agreed through a Change Order.

No prior statements, assumptions or demonstrations shall be interpreted to expand the scope of services beyond what is expressly defined herein.

8.1 General Exclusions

The following items are explicitly out of scope for this engagement and will not be delivered unless approved through Change Control.

This engagement is designed to deliver standardized capabilities aligned to a prescriptive SaaS operating model. Activities that fall outside this model are considered out of scope.

- Replication or preservation of existing local processes that do not align to the current prescriptive capability model
- Delivery of functionality or workflows beyond the defined capability scope
- Activities not required to achieve end-to-end operational readiness
- Data conversion or migration
- Reimplementation or broad revalidation of already-live SaaS capabilities that are outside the contracted Signature delta
- Redevelopment of existing integrations or reports that are assessed as fit for purpose and are not materially impacted by the Signature scope
- Organizational Change Management unless separately contracted as an optional additional service
- Broad end-user or role-based training beyond the targeted training required for new or materially changed capabilities unless separately contracted

Any items outside of the defined scope may be evaluated through change control. This includes requests that extend beyond the defined capability outcomes or introduce new processes, integrations, or reporting not required for operational readiness.

For avoidance of doubt, any Ellucian Student product capability that is not backed by an approved business-capability-level implementation model is out of scope unless expressly included in this Statement of Work or added through Change Control.

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8.2 Custom Development and Extensions

This engagement does not include development of any custom functionality.

Excluded activities include:

- Development of custom processes, workflows, or logic not aligned to the baseline model
- Creation of custom data structures or extensions outside the defined capability requirements
- Enhancements designed to replicate non-prescriptive prior or local behavior

Where additional functionality is requested, it will be evaluated based on business necessity, delivery impact, and long-term sustainability.

8.3 Non-Standard Integrations

In-scope integrations are limited to:

- Productized Integrations included as part of the Ellucian Student solution
- Additional integrations explicitly identified as Ellucian responsibilities in this Statement of Work

All other integrations are out of scope, including but not limited to:

- Client-developed integrations
- Partner-developed integrations
- Custom integrations not explicitly assigned to Ellucian

Ellucian Productized Integrations rely on adoption of baseline and industry best practice configurations. Deviation with impacts will be managed through the Change Control Process defined in Section 9. Any integration not expressly defined as an Ellucian responsibility is the responsibility of the Client or its nominated third-party.

8.4 Legacy Process Replication

This engagement does not include replication or preservation of existing processes that conflict with the current prescriptive capability model.

Excluded activities include:

- Recreating non-prescriptive workflows, decision logic, or local process variations
- Maintaining institution-specific practices that diverge from the baseline
- Supporting parallel operation of non-prescriptive and target process models

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Delivery is based on adoption of standardized processes, not preservation of non-prescriptive prior behavior.

8.5 Third-Party Systems and Services

This engagement does not include delivery or management of external systems beyond what is required for capability execution.

Excluded activities include:

- Implementation or configuration of third-party systems not required for defined capabilities
- Ongoing management or support of external systems or services
- Responsibility for third-party data quality, availability, or performance

Third-party dependencies must be managed by the Client to ensure they do not impact delivery timelines or operational readiness.

9 Governance and Change Control

9.1 Delivery Management and Readiness (Client Onboarding Program+ EDCC)

9.1.1 Pre-Implementation Readiness (Client Onboarding Program)

Pre-implementation onboarding services (“Client Onboarding Program”) are delivered as a governed readiness track aligned to the Navigate to SaaS (N2S) methodology and commence upon contract signature within the Prepare stage.

9.1.2 Ellucian Delivery Command Center (EDCC)

Client Onboarding Program establishes the conditions required to begin structured delivery and ensures alignment across scope, roles, governance, and readiness considerations.

All readiness and delivery management activities are coordinated through the Ellucian Delivery Command Center (EDCC), which serves as the system of record for:

- Delivery planning and progress tracking
- Risks, issues, and dependencies
- Decisions and governance outcomes
- Change requests and program status

Ellucian will manage onboarding, readiness activities, and governance coordination through the EDCC. The Client will actively participate, complete required readiness activities, and provide necessary inputs to support delivery initiation.

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Progression into the Discover phase is based on demonstrated readiness, including completion of onboarding activities, resource alignment, and participation in governance processes.

Delays in readiness activities or Client participation may impact delivery sequencing and timelines and are managed through the governance processes defined in this section.

9.2 Governance Structure

Governance establishes the framework for decision-making, delivery alignment, and accountability throughout the engagement.

Governance is designed to:

- Maintain alignment between Ellucian and the Client on scope, priorities, and progress
- Enable timely and informed decision-making
- Provide visibility into delivery status, risks, and dependencies
- Ensure readiness for stage progression and acceptance

Governance is applied consistently across all phases and capabilities to support controlled, outcome-driven delivery.

9.3 Program Steering and Oversight

Program oversight is conducted through structured governance activities that provide visibility into delivery progress, risks, and outcomes.

This includes:

- Review of delivery progress against the sequenced roadmap
- Monitoring of risks, issues, and dependencies
- Alignment on priorities, timelines, and readiness for stage progression

Oversight ensures that delivery remains aligned to defined scope, methodology, and outcomes.

9.4 Decision-Making Framework

Decisions are required throughout delivery to support progression, alignment, and issue resolution.

The decision-making framework ensures that decisions are made with appropriate stakeholder involvement, documented, and aligned to delivery objectives.

The decision-making framework ensures:

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- Decisions are made with appropriate stakeholder involvement
- Impacts to scope, timeline, and outcomes are clearly understood
- Decisions are documented and aligned to delivery objectives

Timely decision making is critical to maintaining delivery sequencing and readiness.

9.5 Risk and Issue Management

Risks and issues are actively managed to protect delivery outcomes and timelines.

This includes identification, tracking, impact assessment, and resolution of risks and issues throughout the delivery lifecycle.

Unresolved risks or issues may impact stage gate progression and capability validation.

Governance ensures that delivery progresses based on validated readiness, aligned decision-making, and controlled scope, rather than timeline pressure or incomplete inputs.

9.6 Change Control Process

The Scope Control Principle defined in Section 5 governs all scope determinations. Any activity identified as out of scope must be evaluated and approved through the Change Control Process prior to execution.

Changes to scope, requirements, or delivery approach are managed through a formal change control process.

This includes:

- Identification and documentation of proposed changes
- Evaluation of impact to scope, budget, timeline, and delivery outcomes
- Approval of changes through the defined governance structure

Changes are not automatically accepted. Changes that impact defined capability scope, sequencing, or acceptance criteria are evaluated for alignment to the capability-based delivery model. They are evaluated to ensure alignment with:

- Capability-based delivery model
- Prescriptive adoption approach
- Delivery timelines and resource constraints

Approved changes may result in updates to scope, sequencing, or delivery timelines.

All scope determinations are governed by the Scope Control Principle defined in Section 5. Activities identified as out of scope must be approved through Change Control prior to execution.

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10Acceptance Criteria and Signoff

10.1 Capability-Level Acceptance Criteria

Acceptance Precedence Statement:
This Section 10 defines the exclusive and controlling criteria for formal acceptance and signoff of all capabilities delivered under this Statement of Work.

Any references elsewhere in this document to completion, validation, readiness, or success are provided for delivery execution and progress tracking purposes only and shall not override or modify the acceptance criteria defined herein.

Acceptance of system functionality does not imply acceptance of Client data accuracy or completeness. Client responsibility for targeted data validation remains defined in Section 6.2.

Acceptance is defined at the business capability level, not at the level of individual tasks, configuration activities, or subordinate operational elements, and represents the formal confirmation of completion for contractual and delivery purposes.

For a capability designated Validate, acceptance is based on lightweight confirmation that the capability is live, materially aligned to the current prescriptive model, and has no material gap requiring contracted remediation. For capabilities designated Remediate or Implement, the acceptance criteria below apply to the changed or newly implemented footprint.

Acceptance under this SOW does not reopen or reaccept unchanged Banner SaaS functionality outside the contracted Signature delta.

A capability is considered complete when it meets the following criteria:

- End-to-end workflows can be executed by designated users
- Required targeted data supports the changed workflows accurately and consistently
- Changed or newly adopted integrations and reporting function as part of the capability outcome
- The institution confirms readiness to operate the changed or newly adopted capability footprint in production

Acceptance is based on demonstrated operational use, not configuration completion. Acceptance confirms that the capability delivers the outcomes defined in Section 5 and can operate effectively within the institution's broader capability model.

Each capability must be validated before progressing to broader system validation.

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Acceptance may be granted only for in-scope business capabilities expressly identified in this Statement of Work. No product feature, illustrative workflow, deferred capability, or future-state functionality will be deemed accepted, delivered, or contractually included unless expressly included in scope or added through Change Control.

Capability acceptance represents the official confirmation that the capability is complete and accepted, and supersedes any prior validation performed during delivery execution.

10.2 Phase and Stage Acceptance Criteria

Progression through the delivery lifecycle is governed by stage gate reviews based on validated readiness, completion of defined delivery activities, and alignment between the parties.

Stage gate progression is informed by capability-level validation but does not require formal contractual acceptance of all capabilities. Formal acceptance remains governed exclusively by Section 10.1.

Each phase is considered complete when:

- All in-scope capabilities for the phase meet capability-level acceptance criteria and demonstrate integrated operation within end-to-end workflows where applicable
- Identified risks and issues are resolved or formally accepted
- The institution confirms readiness to progress to the next phase

Stage gate acceptance ensures that delivery advances based on readiness and validated outcomes, not timeline pressure.

10.3 Deliverable Acceptance Process

Deliverables produced during the engagement support capability delivery and validation but are not the primary measure of completion.

Deliverables include:

- Documented process flows and decision points
- Identified exceptions and required adjustments
- Defined reporting outputs and data structures
- Validation outputs confirming operational execution readiness

Deliverables support capability validation and are reviewed and approved by the institution, however, deliverable acceptance alone does not constitute capability acceptance unless all criteria defined in Section 10.1 are met.

Deliverables are provided to support capability execution and validation.

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The existence or completion of a deliverable does not imply inclusion of additional scope or services beyond those required for capability operational readiness.

10.4 Final Acceptance and Transition to Optimize

Final acceptance occurs when all in-scope capabilities have achieved capability-level acceptance and the institution demonstrates operational readiness.

This includes:

- Validation of end-to-end execution across the changed and impacted in-scope capabilities
- Confirmation that designated users can operate the new or materially changed delivered model
- Completion of required activities to support go-live readiness

Final acceptance marks the transition from delivery to sustained operation and optimization.

It is the point at which the institution assumes ownership of capability operation, supported by ongoing optimization activities.

Final acceptance represents the formal completion of all in-scope capabilities under this SOW and establishes the basis for transition to ongoing operation and support.

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11APPENDICES

11.1 Appendix A – Capability Definitions and Mapping

11.1.1 Detailed capability descriptions aligned to pillars

This appendix provides reference definitions for the Pillars and associated Operational Capabilities included in the Ellucian Student capability model.

The inclusion of a Pillar or Operational Capability in this appendix does not indicate that it is licensed by the Client or included in the contracted scope.

The purpose of this appendix is to:

- Establish a shared understanding of capability terminology and boundaries
- Describe the Operational Capabilities associated with each Pillar
- Identify representative institutional outcomes and cross-capability process relationships

Section 5 defines the controlling customer-specific delivery scope for this engagement. The descriptions in this appendix support interpretation and delivery planning but do not independently establish, expand, or modify contractual scope.

11.1.2 Capability Definition Framework

Each Pillar is described using the following structure:

- Capability Description – The institutional function or outcome represented by the Pillar
- Operational Capabilities – The subordinate activities and process areas associated with the Pillar
- Key Outcomes – Representative institutional outcomes enabled by the Pillar and its Operational Capabilities
- Process Alignment – Key dependencies and interactions with other Pillars and Operational Capabilities

Operational Capabilities and supporting descriptions in this appendix are reference material and are subordinate to the customer-specific delivery scope defined in Section 5.

11.1.3 Pillars and Capabilities

The following capability definitions align to the Ellucian Student Signature pillar model and provide a reference for delivery planning, sequencing, validation, and acceptance activities. These definitions describe the business and operational capabilities that support the institution's ability to operate within the Ellucian Student capability model.

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Section 2.3 defines the capability hierarchy and Section 5 defines the controlling customer-specific delivery scope for this engagement. The Operational Capabilities and supporting descriptions in this appendix are reference material used to clarify delivery context, process areas, dependencies, and expected outcomes. They do not independently establish or expand contractual scope.

11.1.3.1 Curriculum (General and Core) Capability Definitions

Capability Description
Curriculum (General and Core) enables the institution to establish and manage the foundational student system structures, academic framework, curriculum lifecycle, course information, and related administrative services required to operate the student environment.

Operational Capabilities:

- General and Core
- Veteran Student Services
- Student Transportation Services
- Curriculum Design
- Curriculum Change Management
- Course Management
- Academic Faculty Load Management

Key Outcomes

- Accurate and governed academic structures and curriculum definitions
- Consistent curriculum lifecycle management
- Reliable foundation for admissions, enrollment, advising, registration, student records, financial aid, and completion processes
- Improved operational visibility into foundational academic and administrative processes
- Reduced reliance on legacy process replication through adoption of the baseline capability model

Process Alignment
Curriculum (General and Core) provides the academic and administrative foundation upon which downstream student lifecycle capabilities depend. It supports alignment across Recruiting & Admissions, Student Aid, Student Success: AR, Student Success: Student Progression, reporting, integration, and institutional compliance processes.

11.1.3.2 Recruiting & Admissions Capability Definitions

Capability Description
Recruiting & Admissions enables the institution to identify, generate, engage, evaluate, and convert prospective students through structured lead generation, recruitment, application, and admissions decision processes.

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Operational Capabilities

- Student Application Management
- Student Admissions Decision Management
- Prospective Student Engagement
- Domestic Student Recruitment
- International Student Recruitment
- Lead Generation

Key Outcomes

- Clear visibility into prospective student engagement and recruitment pipeline activity
- Consistent application intake and admissions processing
- Timely and policy-aligned admissions decisions
- Improved coordination between recruitment, admissions, financial aid, enrollment readiness, and student onboarding
- Reduced operational fragmentation across historically separate recruitment and admissions processes
- Ability to generate, capture, qualify, and route prospective student leads into structured recruitment and admissions processes

Process Alignment
Recruiting & Admissions converts lead generation and prospective student engagement into structured applicant and admitted-student records. These outputs feed downstream capabilities, including Student Aid, Student Success: AR, Student Success: Student Progression, reporting, integration, and go-live readiness activities.

11.1.3.3 Student Aid Capability Definitions

Capability Description
Student Aid enables the institution to administer, process, package, disburse, communicate, and manage student financial aid and related funding support throughout the student lifecycle.

Operational Capabilities

- Student Financial Aid Administration
- Student Financial Aid Application Management
- Student Financial Aid Counseling
- Student Financial Aid Packaging and Disbursement
- Student Government Sponsored Aid Management

Key Outcomes

- Accurate and consistent administration of student financial aid processes
- Improved student visibility into aid status, required actions, and financial position

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- Timely and policy-aligned packaging, awarding, and disbursement of student aid
- Improved coordination between financial aid, admissions, enrollment, student accounts, and student progression
- Enhanced readiness to support regulatory, institutional, and student funding requirements

Process Alignment
Student Aid depends on applicant, student, enrollment, academic, and account information from upstream and parallel capabilities. It aligns closely with Recruiting & Admissions, Student Success: AR, Student Success: Student Progression, reporting, integration, and compliance processes.

11.1.3.4 Student Success: AR Capability Definitions

Capability Description
Student Success: AR enables the institution to manage student financial account activity, including tuition and fee processing, student receivables, student account administration, and related residential living account dependencies where included in scope.

Operational Capabilities

- Student Tuition and Fees Processing
- Student Accounts Receivable
- Student Accounts Administration
- Student Housing and Residential Living

Key Outcomes

- Accurate and consistent student tuition, fee, and account processing
- Improved visibility into student balances, receivables, payments, and account status
- Stronger coordination between student accounts, aid, enrollment, housing, and student lifecycle processes
- Improved operational control over student financial activity
- Greater student financial clarity and institutional financial visibility

Process Alignment
Student Success: AR operates as a bridge between student lifecycle activity and financial operations. It depends on enrollment, registration, housing, aid, and student record activity, and it provides account and receivables information needed for student support, reporting, reconciliation, and institutional financial visibility.

11.1.3.5 Student Success: Student Progression Capability Definitions

Capability Description
Student Success: Student Progression enables the institution to manage student onboarding, registration, academic planning, records, academic progress, advising,

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support services, conferral, completion, engagement, retention, and related lifecycle activities that support student persistence and completion.

Operational Capabilities

- Student Onboarding and Orientation
- Degree Declaration
- Student Registration
- Grading and Feedback
- Student Grades Management
- Conferral Eligibility Management
- Commencement Event Management
- Student Conferral Processing
- Co-Curricular Transcripts
- Student Academic Policy Management
- Student Records and Details Management
- Enrollment Status Management
- Academic Year Scheduling
- Teaching and Learning Compliance and Regulatory Reporting
- Student Conduct
- Academic Advising
- Field Placement/Externship Management
- Student Accessibility Services
- Student Wellbeing Services
- Athletic Student Services
- Veteran Student Services
- Student Academic Support Services
- International Student Services
- Student Engagement, Inclusion, and Leadership Development
- Student Engagement and Retention
- Student Transfer Articulation
- Credential Discovery

Key Outcomes

- Improved student onboarding, registration, academic planning, and lifecycle progression
- Accurate student records, grades, academic status, enrollment status, and completion data
- Stronger advising, support, engagement, retention, and intervention processes
- Consistent application of academic policies, progression requirements, and completion rules
- Improved visibility into student progress, risk, support needs, and completion readiness

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- Better coordination across admissions, aid, accounts, academic operations, advising, support services, reporting, and compliance activities
- Improved visibility into earned and near-complete credentials that may not otherwise be apparent through a student's declared academic pathway

Process Alignment
Student Success: Student Progression depends on the academic foundation established through Curriculum (General and Core), applicant and admit data from Recruiting & Admissions, funding and financial aid information from Student Aid, and student account activity from Student Success: AR. It provides the operating context for student lifecycle execution, advising, support, retention, records, completion, credential discovery, reporting, and downstream institutional outcomes. Credential Discovery specifically aligns with degree auditing, academic records, conferral, advising, reporting, and student communication processes.

11.1.3.6 Lifelong Learning Capability Definitions

Capability Description

Lifelong Learning enables the institution to support continuing education, workforce-aligned learning, skills development, personalized learning discovery, and flexible learning pathways for individuals seeking education and training beyond traditional degree-oriented programs.

Operational Capabilities

- Personalized Course Recommendations
- AI-Driven Career Path Suggestions
- Dynamic Learner Profiles
- AI-Powered Skills Mapping
- Connect Skills to Workforce Demand
- Workforce Education & Upskilling
- Flexible Pricing & Financial Models
- Course Catalog for Continuing Education

Key Outcomes

- Improved learner access to continuing education and workforce-aligned learning opportunities
- Greater visibility into how institutional learning offerings align to skills and workforce demand
- More personalized discovery of learning and career-development pathways
- Improved institutional ability to support workforce education, reskilling, and upskilling programs
- Flexible support for nontraditional learners, program models, and financial approaches

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- Stronger connection between curriculum, skills, workforce needs, and lifelong learner engagement

Process Alignment

Lifelong Learning aligns with Curriculum where learning offerings, course structures, and skills mappings are established; with Student Success where learner records, advising, progression, and credential-related activities intersect; and with Student Success: AR and Finance where pricing, payment, and financial processes apply. Delivery may also depend on reporting, integration, learner identity, communication, and workforce or skills data required to support the contracted Lifelong Learning capabilities.

12Appendix B – Roles and Responsibilities

12.1 Expanded role definitions for Ellucian and Client

This appendix provides expanded definitions of roles and responsibilities for both Ellucian and the institution.

The purpose is to:

- Establish clear ownership and accountability across all capabilities
- Define how roles contribute to delivery, validation, and adoption
- Ensure alignment to the capability-based delivery model

Roles are defined based on their contribution to operational outcomes, not system configuration or isolated activities. Responsibilities are described at a capability level rather than through task-level RACI structures to reflect the integrated delivery model.

12.2 Ellucian Roles

12.2.1 Project Manager

The Project Manager is responsible for overall delivery coordination and execution management.

Responsibilities include:

- Managing delivery progression across all capabilities and phases
- Coordinating activities aligned to the sequenced roadmap and stage gates
- Tracking risks, issues, and dependencies
- Facilitating decision-making and governance activities
- Ensuring alignment to scope, timelines, and delivery outcomes

The Project Manager ensures that delivery remains structured, controlled, and aligned to defined objectives.

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12.2.2 Capability Lead

The Capability Lead is responsible for end-to-end delivery of assigned capabilities.

Responsibilities include:

- Leading delivery of business capabilities and associated operational processes
- Defining and validating process flows, workflows, and execution models
- Guiding alignment to standard capability practices
- Supporting capability-level validation and acceptance
- Coordinating with supporting roles to ensure integrated delivery

The Capability Lead is accountable for ensuring that each capability is delivered as a complete operational outcome.

12.2.3 Solutions Architect

The Solutions Architect is responsible for overall solution alignment and integration across capabilities.

Responsibilities include:

- Ensuring alignment of processes, data, and integrations across capabilities
- Defining and validating cross-capability dependencies and interactions
- Supporting resolution of complex design and integration considerations
- Ensuring the solution supports end-to-end operational execution

The Solutions Architect ensures that delivery results in a cohesive and integrated operating model.

12.2.4 Technical / Build Resources

Technical and Build resources are responsible for configuration, data, and technical execution.

Responsibilities include:

- Supporting configuration aligned to defined capability requirements
- Executing targeted data alignment, configuration, transformation, and validation activities where required by the contracted Signature delta
- Supporting integration, configuration and validation
- Enabling workflows required for capability execution

These roles support delivery by ensuring that technical components enable operational outcomes.

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12.2.5 Testing and Validation Lead

The Testing Lead is responsible for ensuring capabilities meet operational readiness criteria.

Responsibilities include:

- Coordinating testing and validation activities across capabilities
- Ensuring validation aligns to capability-level acceptance criteria
- Confirming that workflows, data, and integrations function end-to-end
- Supporting readiness for stage gate progression and go-live

The Testing Lead ensures that delivery is validated based on execution and usability, not configuration completeness.

12.3 Client Roles

12.3.1 Executive Sponsor

The Executive Sponsor provides strategic oversight and executive alignment.

Responsibilities include:

- Providing direction on institutional priorities and outcomes
- Supporting decision-making and issue escalation
- Ensuring organizational alignment to the delivery model and objectives

The Executive Sponsor ensures that delivery remains aligned to institutional goals and commitments.

12.3.2 Program Lead

The Program Lead is responsible for overall coordination on the client side across all workstreams.

Responsibilities include:

- Coordinating institutional participation across all capabilities
- Managing internal dependencies, timelines, and readiness
- Supporting decision-making and validation activities
- Ensuring alignment to delivery expectations and outcomes

The Program Lead is the primary point of accountability for client-side execution.

12.3.3 Capability SMEs (Subject Matter Experts)

Capability SMEs are responsible for providing functional expertise and validation.

Responsibilities include:

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- Participating in process definition and validation activities including targeted data changes, reports, and integrations
- Providing input on institutional requirements and constraints
- Supporting alignment to standard capability practices
- Validating that delivered capabilities meet operational needs

SMEs are critical to ensuring that capabilities are accurate, relevant, and usable.

12.3.4 Project Manager (Client)

The Client Project Manager supports coordination and communication within the institution.

Responsibilities include:

- Managing internal activities and timelines
- Coordinating participation in delivery and validation activities
- Supporting communication across stakeholders and teams

This role ensures that the institution is prepared and aligned for delivery execution.

12.4 Delivery Pod Role Structure

Delivery is executed through a coordinated pod-based model aligned to capabilities.

The delivery pod is designed to:

- Support end-to-end capability delivery
- Reduce handoffs and improve execution continuity
- Align resources to outcomes rather than functions

A typical delivery pod includes:

- **Project Manager** – overall coordination and governance
- **Capability Leads** – ownership of specific capabilities
- **Solutions Architect** – cross-capability alignment
- **Technical / Build resources** – configuration, data, and integration execution
- **Testing Lead** – validation and readiness assurance
- **Change Management Lead** – optional organizational change and adoption support when separately contracted

This model ensures:

- Clear ownership of outcomes
- Integrated delivery across capabilities
- Consistency in execution and validation

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The delivery pod operates as a single, coordinated unit, responsible for delivering capabilities that are ready for operational use.

13Appendix C – Delivery Artifacts and Deliverables

13.1 Standard deliverables by phase and capability

13.1.1 Purpose of Delivery Artifacts

This appendix defines the standard artifacts and deliverables produced throughout the engagement.

The purpose is to:

- Provide clarity on what is produced to support capability delivery
- Ensure consistency in documentation, validation, and execution support
- Align artifacts to capability-based delivery and acceptance criteria

Artifacts are not standalone outputs. They exist to support delivery, validation, and operational readiness of each in-scope business capability.

For SaaS-to-Signature delivery, existing artifacts from the Client's Banner SaaS modernization or current operating environment will be reused or validated where fit for purpose. New artifacts are created only where required to support the contracted validation, remediation, or net-new Signature work.

13.1.2 Artifact Categories

Artifacts are grouped into the following categories:

- Process and Workflow Artifacts – define how capabilities operate
- Data and Reporting Artifacts – support targeted data changes, visibility, and accuracy
- Validation Artifacts – confirm readiness and execution
- Training and Enablement Artifacts – support operational use of new or materially changed capabilities

Each artifact type is produced within the context of business capability delivery.

13.1.3 Process and Workflow Artifacts

These artifacts define how each capability is executed.

Includes:

- Documented end-to-end process flows
- Defined decision points and process rules

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- Identification of exceptions and variations
- Workflow definitions supporting execution across roles

These artifacts ensure that capabilities are delivered as structured and repeatable processes.

13.1.4 Data and Reporting Artifacts

These artifacts ensure that capabilities are supported by accurate and usable data.

Includes:

- Defined targeted data requirements and mappings where required by the changed footprint
- Validation outputs for targeted data and configuration changes
- Reporting definitions aligned to operational needs
- Outputs supporting monitoring and decision-making

These artifacts ensure that data supports end-to-end capability execution.

13.1.5 Validation Artifacts

Validation artifacts confirm that capabilities meet acceptance criteria.

Includes:

- Outputs demonstrating end-to-end workflow execution
- Evidence of integration and data alignment
- Validation results confirming operational readiness
- Documentation supporting stage gate progression

These artifacts are used to support capability-level acceptance.

13.1.6 Training and Enablement Artifacts

These artifacts support transition of new or materially changed capabilities to operational use.

Includes:

- Guidance materials supporting execution of new or materially changed processes
- Targeted enablement aligned to changed capability workflows
- Outputs supporting readiness and transition for designated users of the changed footprint

These artifacts support effective use of the new or materially changed capabilities included in scope. Broader Organizational Change Management artifacts are produced only when the optional Change Management service is separately contracted.

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13.1.7 Alignment to Capability Delivery

All artifacts are produced as part of capability execution, not as independent deliverables.

Artifacts are considered complete when they:

- Support execution of end-to-end workflows
- Enable validation and acceptance activities
- Contribute to operational readiness

This ensures that deliverables are directly tied to capability outcomes, not treated as separate milestones.

13.1.8 Prebuilt Assets

Delivered content may include:

- Business Process Orchestrations
- Platform Extensions
- Data Orchestration Export Pipelines
- Reporting and Analytics Dashboards
- Reporting and Analytics Experience Cards
- Reporting and Analytics Reports (Unique Dashboard Reports)

13.2 Integration Responsibility Model

Integration ownership, delivery responsibility, and scope boundaries are defined in this section.

Core Principle:
Any integration not expressly assigned to Ellucian in this section is the responsibility of the Client.

Integration Type	Required for Capability Execution	Ellucian Responsibility	Client Responsibility	Notes
Productized Integration	Yes	Configure and validate	Adopt and test	Delivered as part of baseline solution
Contracted Integration (Ellucian-built)	Yes (if specified)	Build, configure, validate	Provide requirements, test	Must be explicitly listed in SOW
Client-Owned Integration	Varies	Advisory only (if stated)	Full ownership	Includes middleware, APIs, data flows
Partner Integration	Varies	None unless stated	Manage partner	Partner accountable for delivery

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Integration Type	Required for Capability Execution	Ellucian Responsibility	Client Responsibility	Notes
Custom Integration	No (default)	None	Full ownership	

Advisory Services

Where Ellucian provides advisory guidance, Ellucian is not responsible for design, build, execution, or ongoing operation of the integration.

Dependencies

The Client is responsible for ensuring all required systems, interfaces, and third-party components are available and functioning to support integration activities.

Change Control

Any integration not defined in this section requires a mutually approved Change Order prior to execution.

14Appendix D – Glossary of Terms

14.1 Purpose of the Glossary

This glossary provides definitions of key terms used throughout this Statement of Work.

The intent is to:

- Provide clear, consistent language for all stakeholders
- Support understanding of the capability-based delivery model
- Bridge terminology from traditional implementations to SaaS-based delivery

14.2 Key Terms

Pillar – A major operational domain within the Ellucian Student capability model and the governing contractual unit of scope and acceptance under this SOW. Each Pillar is delivered through one or more subordinate Operational Capabilities.

Capability – A capability describes what the institution is able to do operationally. It represents a combination of processes, data, and workflows that enable a specific function.

Operational Capability – An operational capability is a specific activity or process that supports execution of a broader business capability. Operational capabilities do not independently define contractual scope.

Capability-Based Delivery – A delivery approach where work is organized around complete operational outcomes.

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Prescriptive Delivery Model – A delivery approach based on standardized processes and practices.

Navigate to SaaS (N2S) – The delivery lifecycle used in this engagement including Discover, Build, Optimize.

Stage Gate – A defined checkpoint used to determine readiness to move forward.

Sequenced Roadmap – The planned order in which capabilities are delivered.

End-to-End Workflow – A complete process spanning all steps required to perform a function.

Operational Readiness – The point at which a capability can be used in a live environment.

Adoption – The successful use of delivered capabilities by the institution.

Validation – The process of confirming that a capability works as intended.

Capability Acceptance – Formal confirmation that a capability is complete.

Change Control – The formal process to evaluate and approve changes.

Integration – The connection between systems or processes.

Go-Live Readiness – The point at which the institution is ready to operate.

Time to Value – The time required to begin realizing operational benefits.

Mods Studio Scan – an Ellucian tool used in the pre-sales assessment of the Client's existing Banner SaaS environment, completed before execution of this SOW, to identify material deviations from Ellucian's current prescriptive configurations, extensions, and implementation patterns that may require remediation as part of this engagement.

SaaS-to-Signature Delivery Status - The contracted classification applied to an in-scope capability: Validate, Remediate, or Implement.

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Ellucian

The Ellucian ILT bundle is a service subscription that includes a specific number of seats to Ellucian virtual instructor-led public classes.

Offering	**Instructor Led Training ("ILT")** [1,2]			
Includes	Banner SaaS Pass (30 Seats) • Experience Fundamentals for Administrators • Experience for Developers: Using Extensions to Create Cards • Ethos Integration Fundamentals for Administrators • Ethos Integration Fundamentals for Developers • Data Connect Integration Fundamentals for Developers	Colleague SaaS Pass (29 Seats) • Colleague System Administration Fundamentals for Saas • Rule Writing Techniques Training • Colleague Studio Computed Columns • Colleague Studio Programming Fundamentals for Saas • SQL Query Fundamentals • Colleague Reporting Research Fundamentals • Performing Routine Maintenance • Colleague Saved List Fundamentals • Colleague Studio Programming Debugging • Ethos Integration Fundamentals for Administrators • Ethos Integration Fundamentals for Developers • Experience Fundamentals for Administrators • Experience for Developers: Using Extensions to Create Cards • Data Connect Integrations Fundamentals for Developers • Evisions Process Handler	Colleague Simplify SaaS Pass (16 Seats) • Colleague System Administration Fundamentals for Saas • Rule Writing Techniques Training • SQL Query Fundamentals • Colleague Reporting Research Fundamentals • Performing Routine Maintenance • Colleague Saved List Fundamentals • Ethos Integration Fundamentals for Administrators • Ethos Integration Fundamentals for Developers • Experience Fundamentals for Administrators • Experience for Developers: Using Extensions to Create Cards • Data Connect Integrations Fundamentals for Developers • Evisions Process Handler Colleague Programmer Pass (7 Seats) • Colleague Studio Computed Columns • Colleague Studio Programming Fundamentals for Saas • Ethos Integration Fundamentals for Developers • Experience for Developers: Using Extensions to Create Cards • Data Connect Integration Fundamentals for Developers	Colleague Access Pass (70 Seats) • Colleague Degree Audit • Colleague HR 1095-C Work File Generation and Maintenance • Colleague Reporting Research Fundamentals • Colleague Saved List Fundamentals • Colleague Studio Computed Columns • Colleague Studio Debugging • Colleague Studio Programming for SaaS • Colleague Studio Programming Fundamentals • Colleague System Administration Fundamentals • Colleague System Administration Fundamentals for SaaS • Colleague W-2 Year End Processing • Envision Process Handler Fundamentals • Microsoft SQL Query Fundamentals • Performing Routine Maintenance • Rule Writing Techniques • Experience Fundamentals for Administrators • Experience for Developers: Using Extensions to Create Cards • Workflow Fundamentals for Designers and System Administrators • Ethos Integration Fundamentals for Administrators • Ethos Integration Fundamentals for Developers • Data Connect Integration Fundamentals for Developers
Pricing Metrics	Fixed Fee Service			

Notes

[1] Instructor Led Training services must be used within 24 months of the Beginning Date applicable to the ERP Cloud Software identified in an Order Form.

[2] Clients may assign seats to courses on the current Ellucian ILT schedule that are listed as part of their Pass bundle. Seats can be dispersed in any way the customer desires, as long as Client uses the number of seats available in their bundle for the Pass identified in an Order Form.

† As specified/described in an Order Form

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TEXAS CONNECTION CONSORTIUM

ORDER FORM

LIT Control Number:	
TCC Member Name	Texas Southern University
	("Client" or "the TCC Member")
Underlying Agreement:	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through **Lamar Institute of Technology** ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company LLC** ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in 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 required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

Software Term (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and Modification Maintenance Services): The "Software Term" shall mean the period commencing on **January 1, 2027** (the "Beginning Date") and ending on **August 31, 2036** (the "Expiration Date") as such dates are identified in the table(s) below. Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and/or Modification Maintenance Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date. Exhibits 1-7 are incorporated herein by this reference.

CLOUD SOFTWARE [1,2]			
Description	**Beginning Date**	**Expiration Date**	**Fee**
Ellucian Student Signature - Advanced Administration (capabilities include recruiting & admissions, student aid, student success, business process automation, LMS connector, document management, enhanced reporting and analytics, agentic chat-based user experience, 500K agentic requests, communication	January 1, 2027	August 31, 2036	Included
Ellucian HCM and Finance – Advanced Administration [6]	January 1, 2027	December 31, 2027	Included
Credential Discovery (Formerly Award)	September 1, 2028	August 31, 2036	Included
PRORATED FEE (for partial Contract Year ending August 31, 2027)			**$935,949** [5]
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2028)			**$1,204,070**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2029)			**$1,232,944**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2030)			**$1,269,933**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2031)			**$1,308,031**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2032)			**$1,347,272**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2033)			**$1,387,690**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2034)			**$1,429,320**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2035)			**$1,472,200**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2036)			**$1,516,366**

Notes to Cloud Software Table:

[1] For a description of the product details and applicable terms of service, see the Product Specifications attached hereto as part of collective **Exhibit 4.**

[2] The Contracted FTE applicable to this Software is 8,499.

[3] Includes an allotment of up to 500,000 requests for use with the Agentic Chat-Based UI.

[4] Includes connection to one (1) learning management system ("LMS") for Blackboard.

[5] Ellucian will issue a one-time credit in the amount of $100,000 to be applied to Client's account for use towards the initial Contract Year Cloud Software subscription fees for the period from January 1, 2027 through August 31, 2027. Ellucian's obligation to provide credit(s) under this Order Form is conditioned on an Execution Date on or before September 30, 2026 and is further conditioned on Client remaining current on all fees payable to Ellucian under the Agreement; for the avoidance of doubt, any one-time credits issued under this Order Form may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

[6] In the event Client is not live on the ERP Cloud Software by December 31, 2027, through no fault of Ellucian, the parties shall negotiate in good faith a renewal Order Form for Ellucian HCM and Finance – Advanced Administration Cloud Software as necessary to support Client's continued transition.

Contract Year. The term "Contract Year" means each period of twelve (12) months commencing on September 1 during the Software Term.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client on an annual basis, in advance of each applicable Contract Year (consisting of twelve (12) consecutive months beginning September 1) during the Software Term for Software Support Services, Cloud Software, and/or Managed Cloud Services

Payment Terms:

- **TCC Contract Administrator Fee.** Pursuant to the terms of the 2022 Master Agreement and interagency agreement(s) between LIT and the TCC Members, LIT shall charge an additional 2% administrative fees to the TCC Member(s) pursuant to the terms of Exhibit E which fees are not stated in this Order Form but are nonetheless recoverable by TCC from the TCC Member.
- **Cloud Software:** Ellucian will invoice LIT for the subscription fees and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

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. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

ELLUCIAN	**LAMAR INSTITUTE OF TECHNOLOGY (fiscal agent for the Texas Connection Consortium)**
By:	**By:**
Authorized Signature	*Authorized Signature*
Name:	**Name:**
Printed	*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 December 31, 2026.

CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs LIT to enter this order to Ellucian. TCC Member is responsible for making all payments as requested by LIT in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between LIT and TCC Member.

TCC MEMBER **NAME OF INSTITUTION:** Texas Southern University
For TCC Member Use: Purchase Order Reference Number (if applicable):
By: _____
Authorized Signature
Name: _____
Printed
Title: _____
Date: _____

Client's Billing Contact Information appears below.

Client Accounts Payable Contact Information:	**Client Cloud Software Provisioning Contact Information:**
Name:	**Name:**
Address:	**Title:**
City, State, Zip:	**Email:**
Email Address:	
PO# (if applicable)	

Schedule A

Service Configuration and System Inventory

Customer	Texas Southern University
Contracted FTE	9999 FTE
Allotted Registration Concurrency	1,000

Application Inventory

Core ERP Application:	**Production Instance**	**Non-Production Instance**
Description	Count	Count
Banner ERP Base (Database, JobSub, Banner Self-Service, Banner 9 Applications, BEP, BEIS, ESM, Payment Gateway Interface, Site to Site VPN, Ethos API Framework)	1	2
Additional Non-Production Instances	N/A	2

Product Components:	**Production Instance(s)**	**Non-Production Instance(s)**
Description	Count	Count
Ellucian DegreeWorks	1	1
Ellucian Degree Works Transfer Equivalency	1	1
Evisions Argos	1	1
Evisions FormFusion	1	1
Evisions IntelleCheck[1]	1	1
Banner Enterprise Job Scheduler By Automic	1	1
Banner Cloud Reporting Database w/ Near Real-Time Reporting	1	1
Banner Document Management (1TB)[2]	1	1
Software Svcs Delaware Axiom Elite for HE	1	1
Ellucian Cloud Peering Service (Tier 1)	1	1

Baseline Integrations

Function	Path	Protocol

Upload or Download of data	Internet, Site to Site VPN, Cloud Peer	Secure File Transfer
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print
Directory Authentication*	Site to Site VPN, Cloud Peer	Secure LDAP
Integrations through Ellucian standard web services APIs	Internet, Site to Site VPN, Cloud Peer	HTTP/Secure HTTP

*Authentication is based on the Client's directory.

Validation of 3rd Party Licenses		
Quantity	Description	Provided by[3]
13	Application Specific Hosted Oracle Enterprise Database	Ellucian
13	Application Specific Hosted Oracle Diagnostics and Tuning Pack	Ellucian
2	Oracle Programmer License	Ellucian
1	Secure Socket Layer (SSL) / Transport Layer Security (TLS) Certificate	Ellucian

[1] The software identified by this note 1 is provided by Client pursuant to its direct license(s) with the licensor(s) of such Other Vendor Software for same. To the extent that Schedule A identifies any software that was not licensed to Client by Ellucian ("Other Vendor Software") Client's execution of the Order Form constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable Ellucian to provide hosting services and other services in connection with such Other Vendor Software, without the payment of any amounts or the provisions of any additional consideration by Ellucian to the licensor of such Other Vendor Software or to any other person or entity whatsoever. Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in Schedule A. Client will be solely responsible for obtaining the right for Ellucian to have access to and use all software (inclusive of database and middleware) and resources in order for Ellucian to perform hosting services, including without limitation all permissions and sublicenses required from third party vendors ("Third Party Access Rights"). Ellucian will not be liable for Client's failure to secure sufficient Third-Party Access Rights licenses. In addition, Ellucian will not be responsible for non-performance if Ellucian's non-performance is caused by Client's failure to obtain the requisite Third Paty Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in Other Vendor Software or third-party hardware. Upon request, Client will provide documentation to Ellucian of its licenses for Other Vendor Software prior to Ellucian making adjustments to the resources used to provide hosting services.

[2] During the term of the agreement, Ellucian reserves the right to charge Client additional fees if Client exceeds allotted storage for Banner Document Management in increments of 1TB. Prior to charging the Client, Ellucian will work with Client in good faith to reduce storage utilization. If client is unable to reduce storage allotment, an order form will be sent

to Client for execution.

[3] For the avoidance of doubt, Ellucian is providing the product name and quantity of Oracle licensing required for the Managed Cloud environment listed in the Schedule A form above. The above Oracle licensing requirements are based on the current applications and infrastructure configuration identified in the table and should any changes occur to the applications or the cloud infrastructure, the customer will be responsible for procuring any additional Oracle licenses required.

Transition from Transitioning Software to Cloud Software. Client will continue to pay Software Support Services through December 31, 2026 for the following Software previously licensed by Client from Ellucian (all of which is referred to herein, collectively, as the "Transitioning Perpetual Software"):

- Banner Financial Aid
- Banner Student
- Banner Student Self-Service
- Banner Faculty Self-Service
- Ellucian Degree Works & Transfer Equivalency (aka TreQ)
- Financial Aid FM Needs Analysis

Effective on January 1, 2027, Client will begin transitioning from its use of the Transitioning Software to use of Ellucian Student Signature.

Transition Software Support Services for Transitioning Perpetual Software. Client has a continuing license to use the Transitioning Perpetual Software in accordance with the terms and conditions contained in the 2022 Master Agreement during the Transition Period as defined in this Exhibit 1. Commencing on January 1, 2027 the fees for Software Support Services payable by Client with respect to the Transitioning Perpetual Software will be reduced by fifty percent (50%), prospectively, after which Client will only be entitled to receive Transition Support on the Transitioning Perpetual Software, at no separate charge, during Client's transition from the Transitioning Perpetual Software to Client's live, production use of Ellucian Student Signature Cloud Software (the "Transition Period"). Client acknowledges and agrees that Ellucian's obligations to provide Maintenance (sometimes referred to elsewhere as Software Support Services and/or Improvements) during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only (collectively, "Transition Support"). Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for the Transitioning Perpetual Software, as provided-for under the 2022 Master Agreement. Client must provide Ellucian with at least thirty (30) days prior written notice of its intent to use Ellucian Student Signature Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Client's licenses to the Transitioning Perpetual Software (only), effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"); thereafter, Ellucian shall be under no obligation to provide Software Support Services (and therefore Client shall have no further obligation to pay for Software Support Services) for the Transitioning Perpetual Software following the Transition Period End Date. If Client has prepaid Software Support Services fees for the Transitioning Perpetual Software for any period beyond December 31, 2026, Ellucian will issue a credit to Client for such prepaid Software Support Services fees which credit will be applied toward the subscription fees payable hereunder for Ellucian Student Signature.

Terminating Software. Client has an ongoing license for use of certain other Software as more particularly identified in this Exhibit 2, as previously licensed to Client by Ellucian. Software listed below may be referred to herein collectively as the "Terminating Software." For the avoidance of doubt, this Order Form does not change the licensing terms and restrictions applicable to such Terminating Software. During the Maintenance Term applicable to the Terminating Software, Ellucian will continue to provide Software Support Services (including Maintenance) on the Terminating Software in accordance with the terms and conditions of the 2022 Master Agreement and Client will pay the fees specified in the 2022 Master Agreement on the basis of a Contract Year. Ellucian's obligations to support the Terminating Software shall cease on August 31, 2028. Absent any further amendment or extension with respect to continuing Software Support Services for Terminating Software, Software Support Services fees for each subsequent Contract Year after the applicable Maintenance Term will be specified by Ellucian in an annual invoice and will increase in accordance with Ellucian's then-current rates, subject to any terms with Client or TCC.

- Banner Integration for Xtender (Document Management Integration Component)
- fsaAtlas (Student & Scholar Mgmt for Banner)
- EMC ApplicationXtender
- Banner Enterprise Job Scheduler
- Evisions Argos
- Application Xtender Reports Management
- Evisions FormFusion
- Application Xtender Test Bundle
- Ellucian Application Xtender xPlore
- Banner Advancement
- Banner Alumni Self-Service
- Banner Finance
- Banner Finance Self-Service
- Banner HR
- Banner Employee Self-Service

Terminating Managed Cloud Fees during Transition Period. Ellucian will continue to provide the Terminating Managed Cloud in accordance with the terms and conditions of the 2022 Master Agreement through December 31, 2027. Client's obligation to pay fees for Terminating Managed Cloud in accordance with the terms and conditions of the 2022 Master Agreement shall continue through December 31, 2027.

Ellucian's obligations to support the Terminating Managed Cloud shall cease on December 31, 2027. If Client has any prepaid Terminating Managed Cloud fees beyond December 31, 2027, Ellucian will issue a credit to the Client for such prepaid Terminating Managed Cloud fees, which credit will be applied toward the subscriptions fees payable hereunder for Ellucian Student Signature. Absent any further amendment or extension with respect to continuing the Terminating Managed Cloud fees for each

subsequent Contract Year after December 31, 2027 will be specified by Ellucian in an annual invoice and will increase in accordance with Ellucian's then-current rates, subject to any terms with Client or TCC. A description of the Terminating Managed Cloud being terminated is detailed in the Service Configuration and System Inventory document which is incorporated into this Order Form as Schedule A.

Exhibit 4 Product Specifications

Offering	**Ellucian Student Signature**[1]
License Type	Cloud Software
Deployment	SaaS[2]

Includes	Administrative and self-service[3]:
	• Recruiting & Admissions capabilities
	  ○ International Student Management
	  ○ Lead Generation
	  ○ Application Management
	• Student Aid capabilities
	  ○ Student Aid Management
	  ○ Scholarship Management
	  ○ Net Price Calculator
	• Student Success capabilities
	  ○ Enrollment Management
	  ○ Registration
	  ○ Grading
	  ○ Degree Audit
	  ○ Academic History & Conferral
	  ○ Student Accounts & Receivables
	  ○ Decision Management
	  ○ Appointment Scheduling
	  ○ Smart Planning & Registration
	• HCM & Finance (Optional)
	SaaS Platform capabilities:
	• Business Process Automation
	• Document Management (5TB data storage limit)
	• Reporting & Analytics (2TB data storage limit)
	• Central Workspace
	• Built-In LMS Connectors
	• Productized Integrations
	• Data Orchestration
	• Regulatory Compliance Reporting
	• Agentic Chat-Based UI †
	• AI Writing Assistant
	• Forms Assistant
	
	On-Demand Training package (25 users)
	Three (3) SaaS Environments [one (1) production and two (2) non-production]

Pricing Metrics	Annual Subscription Fee† based on FTE
Maintenance Standards	Please see Subscription Advantage Plus Level
Service Level Agreement	99.9% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	N/A
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate professional services.
Cloud Standards	Please see Ellucian Cloud Software Standards
Common Add-On Offerings	Recruiting & Admissions Advantage Module Student Aid Advantage Module Student Success Advantage Module Lifelong Learning Advantage Module Advancement Advantage Module Additional document management (per 5 TB) Additional reporting storage (per 1 TB) Additional On-Demand Training users (per 25) Additional messages for agentic features (per 500K) Ellucian Purchase by ESM Ellucian Supplier Management by ESM Ellucian Invoice by Emburse Ellucian Travel & Expense Management by Emburse Ellucian Talent Management by NEOED Ellucian Payment Center powered by TouchNet

Notes	1	Advanced administration indicates the technical infrastructure and data models that power your ERP
	2	Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal.
	3	See addendum for full matrix of features within each capability

† As specified/described in an Order Form

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Offering	**Credential Discovery** [1]
License Type	Cloud Software
Deployment	SaaS
Capabilities (sold a la carte)	• Automated Credential Discovery • Credential Visibility • Personalized Outreach Strategics • Efficient Data Accessibility & BI Integration
Pricing Metrics	Annual Subscription Fee† based on FTE
Maintenance Standards	Please see Subscription Advantage Plus Level
Service Level Agreement	99.9% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	Ellucian Student Essentials or Ellucian Student Signature
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate Professional Services.
Cloud Standards	Please see Ellucian Cloud Software Standards
Notes	[1] Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal.

† As specified/described in an Order Form

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EXHIBIT 5

ELLUCIAN DEFINITIONS

Each term defined below has the meaning given to that term below whenever the term is used in an Order Form or the Documentation unless otherwise defined in the Order Form.

"Baseline" means the general release version of the Software as updated through Ellucian's provision of both warranty services and Software Support Services, but without any other modification.

"Client Data" means all electronic data or information submitted by Client to the Software or Services.

"Client Personal Data" means certain personal data of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations.

"Cloud Services" means those services, including application hosting, remote database administration, application management and other services, that are identified as "Cloud Services" in an Order Form and that are described more particularly therein.

"Cloud Software" means the Software or Component System identified in an Order Form as Cloud Software, SaaS, or Managed Cloud.

"Defect" means a material deviation between the Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

"Delivery Address" means the Client shipping address identified in an Order Form.

"Delivery Date" means the date on which the Software is shipped to the Delivery Address F.O.B. place of shipment or is otherwise made available to Client (i.e., electronic access).

"Documentation" means the on-line and hard copy specifications that Ellucian provides for the Baseline Software and that describe the support, functional and technical capabilities of the Baseline Software, including support details, usage guides, service level descriptions and other similar documentation (see, e.g. https://www.ellucian.com/contracts-and-documentation), as updated by Ellucian from time to time.

"Equipment" means the hardware and systems software configuration identified in the Order Form as the Equipment.

"Execution Date" means, with respect to an agreement or any Order Form, the latest date shown on the signature page of the agreement or that Order Form, as applicable.

"Full Time Equivalent" or "FTE" (**United States only**) is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data

System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

"Full Time Equivalent" or "FTE" (**Canada only**) is determined based on the client-reported Fall Total Full-time and Part-time Student headcounts for Undergraduate and Graduate enrollments to derive a single value.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, moral rights if applicable, trademarks and service marks, and Confidential Information.

"Maintenance" means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Software (collectively, the "Maintenance Standards") may be specified in an Order Form.

"New Releases" means new editions (i.e., major and minor releases) of the Baseline Software.

"Order Form" means an ordering document between Client and an Ellucian company that expressly references and incorporates the master agreement. If any terms of an Order Form conflict with any of the master agreement, the terms of the Order Form will control.

"Services" means the applicable Cloud Services, Professional Services and/or Software Support Services.

"Software" means a computer software program licensed or made available to Client pursuant to an Order Form. Software includes source code (if provided), object code, Documentation, all updates and modifications, and all Intellectual Property Rights for the Software.

"Software Supplement" means additional terms and conditions applying to particular Software, as specified in the Documentation. If any terms of a Software Supplement conflict with any other terms of an Order Form, the terms of the Software Supplement will control.

"Software Support Services" means, collectively, Maintenance and New Releases.

"Third Party Component Providers" means third parties utilized by Ellucian to provide components of the Software.

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EXHIBIT 6

Ellucian Cloud Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the "SLA") applies to the production Cloud Software instance supported under the Order Form.

Availability: "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available ("Scheduled Uptime"), that the production Cloud Software instance is unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement ("Scheduled Downtime"), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The "Achieved Availability" calculation is expressed as:

Achieved Availability = 1 – (Unscheduled Outage / (Scheduled Uptime - Scheduled Downtime))

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Each Cloud Software product's committed Availability is documented in its Product Specification located at https://www.ellucian.com/contracts-and-documentation (the "SLA Availability"). Subject to the terms in this SLA, Ellucian will provide the SLA Availability for the production Cloud Software instance for each Cloud Software product.

A monthly Availability report will be made available within ten (10) business days following Client's written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than its documented SLA Availability, Ellucian will issue a credit (a "Service Level Credit") to Client according to the following table.

Production Cloud Software	
Availability	**Service Level Credit Issued by Ellucian ***
>= SLA Availability	None
99.00% - SLA Availability limit	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 5 ("Service Level Credit Request, Payment Procedures") of this SLA.

4. Conditions.

4.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:

- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
- Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
- Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
- False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
- File transfer, email or webmail delivery and transmission;
- Circumstances beyond Ellucian's reasonable control;
- Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
- Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.

4.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured, or repeated.

5. Service Level Credit Request, Payment Procedures.

5.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests by opening a case via Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.

5.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non- production environments.

5.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last billing cycle of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term or refunded, as the case may be.

EXHIBIT 7

Ellucian Cloud Software Standards

Overview
These Ellucian Cloud Software Standards ("Cloud Standards") set forth the terms of the Ellucian Cloud Software ordered by Client as defined by the Order Form. These Cloud Standards apply to all Cloud Software unless expressly specified otherwise in the Order Form. Unless otherwise defined herein, capitalized terms will have the definition provided in the Order Form or, if not defined therein, the definitions at https://www.ellucian.com/assets/en/ellucian-definitions.pdf.

Ellucian Cloud Software is provided pursuant to the Documentation applicable to the services and the Order Form. Ellucian's delivery of the Cloud Software is conditioned on Client's and its users' compliance with the Client's obligations and responsibilities outlined in the documents and standards. Ellucian may change these Cloud Standards and referenced documents at its discretion, provided the changes will not result in a material reduction in the performance, functionality, security or availability of the Cloud Software during the term of the Order Form.

Cloud Software is deployed at data centers or third party infrastructure service providers retained by Ellucian, with the exception of certain Cloud Software that are deployed at Client's data center or a third party data center retained by Client. To the extent that certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services, then Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

The Cloud Standards are comprised of two sections below. Section A applies to all Cloud Software, whether Software as a Service ("SaaS") or applications hosted in the Ellucian Cloud ("Managed Cloud"). Section B contains additional terms that only apply to Managed Cloud applications.

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

1. **License to Access and Use Cloud Software.** For the Cloud Software identified in the Order Form, and only during the Cloud Software term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each instance in the Order Form.

2. **Client Responsibilities and Prohibitions.**
    - Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
    - Client will be responsible for its users' compliance with this Order Form.
    - Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
    - Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
    - Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.

- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.

3. **Service Level Agreement.** Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") specified in the Cloud Software Documentation.

4. **Software Support Services.** During the Cloud Software term, as part of the subscription fees set forth in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

5. **Backups.** Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download monthly. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

6. **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software

downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.

7. **Personal Data**. To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Data Protection Agreement.

8. **Third Party Components.** Notwithstanding anything herein to the contrary, Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

9. **Fee Adjustments.**

9.1 FTE – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the "Contracted FTE" number where specified in the Order Form. Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client's actual FTE decreases below the Contracted FTE at any time during the Software term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client's then-current FTE.

9.2 3rd Party Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

9.3 Extraordinary Resource Requirements – Cloud Software is provisioned to maintain availability levels consistent with the services levels described in the Ellucian Cloud Service Level Agreement. Application performance may be impacted if Client does not disclose relevant information during the discovery process, or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide proper discovery, or Client's

failure to implement recommended practices. Further, application performance issues attributable to customer customizations or modifications to Ellucian delivered code may drive the need for additional resource requirements; Ellucian and Client agree in good faith to discuss and develop mitigation plans or the need for additional capacity arising from any such changes. Additional resources may be provided under an Order Form to remedy such application performance issues with the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.

10. **Suspension of Cloud Software.** If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

11. **Delivery.** Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with the Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under the Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

12. **Post Termination Actions.** Upon termination or expiration of the Cloud Software term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request no later than five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

13. **Use of Client Data.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Cloud Software, and for otherwise improving and enhancing the Cloud Software or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

14. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions and the associated Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of

all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

15. **LIMITATION OF LIABILITY FOR CLOUD SOFTWARE.** ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM.

16. **Renewal Terms.** Cloud Software will renew automatically on a year-to-year basis at Ellucian's then-current rates, unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.

17. **Use of contract by other public institutions**. The parties agree that the contract resulting from this Order Form may be extended to other public institutions of higher education. Each institution allowed to use this contract shall do so independently of any other institution, and it shall only be responsible for its own purchases. No other institution receives any liability by virtue of this Order Form. Ellucian's pricing is based upon each institution's product and service selections, enrollment and utilization metrics. The final price payable by other institutions may differ from Client's price due to differences in selections and metrics, and it will be documented in a separate order form between Ellucian and the other institution.

18. **International Trade Compliance**. The parties each agree to comply with all applicable export laws, and that all Order Forms are made subject to United States and other jurisdictions' applicable legal requirements regarding exporting and other international trade transactions. Without limitation, Client will not allow the Software, in whole or in part, to be transferred to another party, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, authorization from a cognizant government authority. Without limitation, Client is prohibited from directly or indirectly supplying, transferring, exporting (or re-exporting) or providing the ability to copy or download the Software to any individual or organization on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons, the United States Commerce Department's Denied Persons List or Entity List, or any other U.S. government list of parties with respect to whom or which the U.S. government imposes restrictions on dealings. Ellucian agrees to provide Client with the export classification status of a software product upon request.

19. **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.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

1. **Standard External Interfaces for Integrations.** Installation and operation of supported applications may require connectivity to, and data processing within, environments external to Ellucian or Client networks. Only the following defined integration paths and integration protocols will be installed and supported under an Order Form: (i) those defined baseline integration paths and integration protocols listed within an Order Form (the "Baseline Integrations"); and (ii) any additional integrations specifically listed in an Order Form.

   As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:

   a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
      i. *Public Internet Access* – Used for public facing applications.
      ii. *Site-to-Site VPN / Peering* – A VPN will be configured between the Client's network and the Ellucian Cloud. Client's network equipment will be leveraged to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers.
   b. Support administrative connectivity to the Cloud Environment from defined IP networks with the following protocols as appropriate: HTTP/HTTPS over public internet paths (for non-sensitive/non-protected data only); SSH, and SSHFS over private paths (Site-to-Site VPN/Peering).
   c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
   d. Maintain Internet firewalls to protect the applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

   As it relates to any external interfaces/defined third party integration services as described herein, Client will:

   a. Submit any new interface or integration requirement requests to Ellucian in writing at least fourteen (14) days in advance.
   b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.
   c. Ensure data processing within external interfaces/defied third party integration services is in accordance with instructions Client provides to the external vendor (data processor). As such, all of the contractual terms that would otherwise apply to Ellucian transferring Customer's personal data to data processor shall not apply to the transfer of personal data from Ellucian to external interfaces/defined third party integration services herein as the transfer is occurring at the Client's direction.
   d. Ensure data processor's connection with Client's Ellucian cloud environment shall be in accordance with defined integration paths and protocols.
   e. Allow Ellucian to terminate the connection and/or data transfer of external interfaces/defined third party integration services if Ellucian deems necessary.

2. **Delivery Environment**.

   2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.

2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the cloud environment.

2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:

a. Backup
b. Disaster Recovery
c. Internet connectivity
d. Load balancing
e. Monitoring
f. Operating Systems
g. Security Scanning

3. Managed Cloud Services Functional Requirements.

3.1 Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.

3.2 Ellucian will provide Client storage for all applications and associated databases.

3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.

3.4 Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. Onboarding Services. The Cloud Services project manager is responsible for coordinating the Cloud onboarding activities of the overall ERP Cloud implementation project from Ellucian.

Cloud Services Project Manager Roles & Responsibilities:

- To establish a team from Ellucian Cloud Services to plan, direct, and coordinate the move to an Ellucian Cloud product.
- To serve as the primary point of contact from Cloud Services during the lifecycle of the onboarding and to be responsible for the following tasks:
    - Implementation of Cloud Services protocols for the duration of the onboarding.
    - Management of Ellucian onboarding project deliverables.
    - Oversight and coordination of communication between the Ellucian Cloud teams and the Customer technical team.
    - Creation of a jointly developed onboarding project plan working closely with the professional service team and customer that aligns with the service (< 12 months).
    - Management of Cloud scope and delivery timetables to be consistent with the objectives of the onboarding and related activities.
    - Establishment and adherence to effective project controls, processes, and procedures.
    - Monitor progress and reporting the status of the onboarding plan activities to all stakeholders.
    - Partnering with the professional services team to ensure the successful move of Customer data to Cloud environments.

- Coordination and planning of go-live activities and scheduling of the Ellucian Cloud teams and the Customer technical team. Upon successful completion of the Onboarding Project, hand off to Customer Success team.

5. **Ellucian Communications with Client**. During the Cloud Software term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the cloud environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Managed Cloud services-related activities.

6. **Operating System Administration Services**. Ellucian will provide Operating System ("OS") Administration for the OS environments in the cloud environment. In this regard, Ellucian will be responsible for:
   a. Installations and configurations of the OS environments for application environments.
   b. Maintaining access to and control of special user accounts used for OS administration (i.e. "ROOT" or "Administrator").
   c. Installation of patches and updates from the applicable vendor(s) for OS environments.
   d. Troubleshooting and resolving OS incidents.

7. **Database and Application Administration Services**. Ellucian will provide Database Administration ("DBA") services and application administration services for the databases, application homes and application environments as defined in the Order Form.

   7.1 Ellucian will:
   a. Install, configure, and update applications as defined in the Order Form, and database environments for vendor-specific systems.
   b. Configure, as defined in the Order Form, baseline application Home environments for vendor-specific systems.
   c. Perform database system level security administration for the database environments.
   d. Perform database and application home clones, system refreshes or replications, for the cloud environment as agreed by the parties up to two (2) requests per month.
   e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those application accounts requiring such access, to databases, database instances and applications.
   f. Provide troubleshooting and diagnostic support for the databases, database instances and database homes.
   g. Provide troubleshooting and diagnostic support for the applications, application configurations and application homes.
   h. Provide reasonable assistance with application maintenance issues requiring database and application administration knowledge and experience for designated applications.
   i. Perform tuning and adjusting of database and database instance, and application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated applications.
   j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated applications.

   7.2 Client will:
   a. Appoint or provide a user liaison to coordinate and perform the application security administration functions and duties as requested by the Client for the applications.
   b. Appoint or provide user liaison(s) to coordinate and perform the application configuration administration functions and duties as requested by the Client for the applications.

c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the applications.
d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the applications, and to develop and/or correct Client-developed customizations to applications.
e. Maintain active software support contracts with Ellucian and third party vendors for all applications such that the appropriate vendor will provide personnel to develop and/or correct code in the applications as needed.
f. Provide functional, technical programming and user liaisons to provide troubleshooting of application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting application jobs and job streams submitted either through the application or in a supported scheduling system.
h. Provide support for all user functions, management and other applications not defined in the Order Form.
i. Communicate any applicable database or application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
j. Provide all end-user workstation and mobile device desktop and peripherals support for the applications.
k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.

8. **Systems Monitoring**. Ellucian will monitor the cloud environment on a 24x7x365 basis.

8.1 Ellucian will monitor the application components and the cloud environment for availability.

8.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the applications.

9. **Managing Service Requests**. Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.

9.1 Ellucian will:
a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.
b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.
d. Escalate unresolved service incidents or service requests as designated in Ellucian's incident management process.

9.2 Client will provide Ellucian with current and updated contact information.

10. **Conditions to offer Managed Cloud Services**.

10.1 Ellucian will:

a. Schedule maintenance windows to perform upgrades to new releases of Cloud Software. Client will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable. Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability, or integrity of the Cloud Software.

10.2 Client will:

a. License all applications listed in the Order Form to permit the applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the cloud environment.
b. Permit and schedule required downtime within reasonable timeframes for the applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the production systems while end users, staff, faculty or other users are using such systems. Certain non-production maintenance activities require terminating user access to the applications.
c. Consult with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.
d. Bear the cost of all Client-maintained customizations and customized code enhancements required to operate within the cloud environment to the extent not expressly provided through the Order Form.
e. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) install additional software on, (ii) require additional software to be installed on, or (iii) modify applications or any other software or systems installed on or within, the cloud environment.

EXHIBIT 8

Maintenance Standards - Subscription Advantage Plus Level

1. Ellucian's Action Line will be available to Client for Defect reporting seven (7) days per week, twenty-four (24) hours per day (excluding national holidays and Ellucian-observed holidays). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.

2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A “Notification” means a communication to Ellucian by means of: (i) Ellucian’s Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

EXHIBIT 9

ELLUCIAN DATA PROTECTION AGREEMENT

This Data Protection Agreement ("DPA") forms part of the latest Master Terms and Conditions, Software License & Services Agreement, General Terms and Conditions Agreement, or other underlying agreement (as applicable) between Ellucian and the Client ("Agreement") pursuant to which the Client may request that Ellucian provide Cloud Software, Cloud Services, Professional Services or Software Support Services ("Services") by entering into one or more Order Forms.

Definitions

"Data Protection Law" means all laws relating to the Processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to (i) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), (ii) regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") and any applicable national implementing law as amended from time to time, and (iii) the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (the "UK GDPR").

"Information Security Breach" shall have the definition given to it by applicable Data Protection Law, and at a minimum an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data.

"Data Subject" means the person to whom the Personal Data relates.

"Data Subject Rights" means the rights provided to Data Subjects under applicable Data Protection Law regarding the Data Subject's control of their Personal Data, such as the right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or the right not to be subject to an automated individual decision making.

"Controller", "Personal Data", "Process", "Processed", "Processing", and "Processor" shall have the meanings given to them by applicable Data Protection Law.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. **Data Processing Details**. An overview of the categories of Personal Data, the categories of Data Subject, and the nature and purposes for which the Personal Data are Processed is provided in Exhibit 1.

2. **Customer Processing Responsibilities**. Client warrants that it has all necessary rights to provide the Client Personal Data to Ellucian for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the applicable Data Protection Law support the lawfulness of the Processing where applicable. To the extent required by applicable Data Protection Law, Client is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in the applicable Data protection Law supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by a Data Subject, Client is responsible for communicating the fact of such revocation to Ellucian.

3. **Confidentiality**. Ellucian shall ensure that persons authorized to Process the Client Personal Data have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality or are under an appropriate statutory obligation of confidentiality.

4. **Processing Instructions**. Ellucian will Process the Client Personal Data only in accordance with the Client's documented instructions. The parties agree that the relevant Order Form and the Agreement contain the documented instructions from Client to Ellucian to Process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorizes Ellucian to take such steps in the Processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organizational data security measures. Ellucian shall immediately notify the Client if, in its opinion, any instruction infringes applicable Data Protections Law. Such notification will not constitute a general obligation on the part of Ellucian to monitor or interpret the laws applicable to Client, and such notification will not constitute legal advice to Client.

5. **Data Subject Rights**. As between the parties, Client is responsible for responding to Data Subject Rights requests. Ellucian shall, taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is possible and subject to the terms of the Agreement, to enable Client to fulfil Client's obligation to respond to Data Subject Rights requests under applicable Data Protection Law. If Ellucian receives a Data Subject Rights request directly from a Data Subject, Ellucian shall promptly forward the request to Client once Ellucian has identified that the request is intended for Client. Client authorizes Ellucian to respond to any Data Subject who makes a request to Ellucian to confirm with the individual the identity of Client and to confirm delivery of the request to Client. To the extent legally permitted, Client shall be responsible for any costs arising from Ellucian's provision of such assistance.

6. **Subprocessors**.

    a. Ellucian will limit access to the Client Personal Data to Ellucian's employees, agents, and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (b) below. Ellucian's list of subcontractors will be provided upon request. Ellucian shall inform Client of any changes to the subcontractor list. Client will have 10 days from receipt of Ellucian's notice to object to such changes. If Client fails to object to such changes within the allotted time frame, such changes shall be deemed accepted. If Client timely sends Ellucian a written objection notice, setting forth a reasonable basis for objection, the Parties will make a good-faith effort to resolve Client's objection. In the absence of a resolution, each Party may terminate the portion of the Services which cannot be provided without the subcontractor.

    b. Ellucian will require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data.

    c. Ellucian will remain fully responsible for any subprocessor's failure to fulfil their data protection obligations in accordance with the requirements of this DPA.

7. **Security**. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Client and Ellucian shall implement appropriate technical and organizational measures to ensure a level of security of the Processing of Client Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures set out in Exhibit 2.

8. **Breach Notification**. Ellucian shall notify Client of an Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware and take reasonable steps to mitigate the effects of the Information Security Breach.

9. **Audit**.

   a. Upon reasonable prior written notice from Client, Ellucian shall make available to Client such information as is strictly necessary to demonstrate its compliance with this DPA and applicable Data Protection Law and shall, to the extent required by applicable Data Protection Law, allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request.

   b. Ellucian uses independent third party auditors at its selection and expense to verify the adequacy of its security measures for Cloud Software and Cloud Services. Client agrees that Ellucian will satisfy Client's right of audit and inspection by providing, no more than once per calendar year upon Client's written request and subject to Client executing a non-disclosure agreement: (i) a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable.

   c. To the extent Client's audit requirements under the Data Protection Laws cannot reasonably be satisfied through the security attestation report, documentation or compliance information Ellucian makes generally available to its customers, Client shall notify Ellucian in writing and the Parties will engage in discussions to determine reasonable and appropriate means to satisfy such requirements.

10. **Cross-Border Transfers**. To the extent that Client Personal Data Processed under this DPA and the Agreement originates from a Data Subject in the European Economic Area ("EEA") or the United Kingdom, Ellucian will ensure that, pursuant to applicable Data Protection Law, if Client Personal Data is transferred to a country or territory outside of the EEA (a "non-EEA country") or the United Kingdom (a "non-UK country"), then such transfer will only take place if: (a) the non-EEA country or non-UK country, as applicable, ensures an adequate level of data protection;
(b) one of the conditions listed in Article 46 GDPR is satisfied; or (c) for internal transfers within the Ellucian group of companies of Client Personal Data that originates from a Data Subject in the EEA, the Client Personal Data is transferred on the basis of Ellucian's Processor Binding Corporate Rules ("BCRs"), available at Ellucian Processor Binding Corporate Rules. Client shall have the right to enforce the BCRs: (a) against the Ellucian company that is a party to the Agreement for any breaches of these BCRs or the DPA that Ellucian caused; or (b) against Ellucian Ireland Limited for (i) a breach of the BCRs or this DPA by Ellucian (if the Ellucian company party to the Agreement is located outside the EU); or (ii) a breach of any data processing agreement Ellucian has with an external sub-processor located outside of the EU.

11. **Return and Destruction**. The parties agree that on the termination or completion of the provision of the relevant Services that are the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively Process

(except for storage and deletion) such Client Personal Data.

12. **FERPA.** The parties acknowledge that the activities contemplated hereunder may permit Ellucian access to Client Data that may be education records regulated by the Family Educational Rights and Privacy Act ("FERPA) and its implementing regulations at 34 CFR 99.33, as amended from time to time, regarding the protection of educational records. Ellucian and Client acknowledge that, with respect to educational records accessed by Ellucian hereunder, Ellucian will be designated as a "school official" with legitimate educational interests in such educational records and Ellucian agrees to abide by the limitations and requirements under FERPA which are imposed on school officials. Ellucian agrees not to use or disclose education records received from or on behalf of Client or otherwise under this Agreement except as permitted or required by this Agreement, as otherwise required or permitted by law, or as authorized in writing by the applicable student or Client, and nothing herein shall be deemed to authorize Ellucian to maintain, use, disclose or share educational records in a manner that would violate applicable law or this Agreement. As used herein, "education records", "school official" and other applicable terms shall have the meanings defined under FERPA and its implementing regulations.

13. **CCPA Compliance.** To the extent that Ellucian receives from Client any "personal information" of any "consumer" subject to the California Consumer Privacy Act ("CCPA") for Processing on behalf of Client pursuant to this DPA, Ellucian and Client shall each comply with all applicable provisions of the CCPA and each Party shall, upon the other's reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise to ensure the Parties' compliance therewith. To the extent applicable, Ellucian shall be considered a "service provider" to Client under the CCPA, and shall not (a) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing Services under this DPA or as otherwise permitted by the CCPA, including for a valid "business purpose"; (b) retain, use or disclose such personal information for a "commercial purpose" other than providing the Services under this DPA; (c) retain, use or disclose such personal information outside the direct business relationship between Ellucian and Client; (d) combine the personal information received from, or on behalf of, Client with personal information that Ellucian receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Ellucian may combine personal information to perform any business purpose as defined in regulations adopted by the California Privacy Protection Agency; or (e) "sell" or "share" such personal information. Ellucian understands and certifies that it will comply with the prohibitions outlined herein. For the purposes of this paragraph, the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose" and "sell" shall have the meanings set forth in the CCPA.

14. **Conflict**. In the event of a conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

Exhibit 1
Details of Processing

1. **Types of Client Personal Data**: The types of Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
    a. Identifiers, such as first name, last name, initials
    b. Education and professional qualifications, such as course/certification enrollment, degrees and schooling information, licenses or professional memberships, professional certifications, resume/CV, training courses completed
    c. Personal characteristics, such as birth certificate number, date of birth, family/dependent/beneficiary data, gender, height, weight, marital status, mother's maiden name, nationality, photographs or video, weight, leisure/interests/misc. preferences
    d. Contact details, such as business email address, personal email address, emergency contact details, FAX number, personal assistant contact information, business phone numbers, personal phone numbers, business postal address, personal postal address
    e. IT and Facility Access/Login Information, such as IP/MAC address, mobile device ID or another unique device identifier, password, username, usage/electronic tracking (IT assets, facilities, or cookies, etc.)
    f. Professional and employment Information, such as absences and leave from work, date of hire, digitized or other electronic signature, employee ID, employer name, employment benefits information, employment expenses information, employment history/evaluations/disciplinary actions, job position being applied for, other job information (supervisor, department, etc), salary/income/hourly rate/fees/bonus/other, title/occupation, working hours/schedule
    g. Government Identification Numbers, such as alien registration or Visa number; social security number, passport number, or national ID number
    h. State/province-issued number or driver's/operator's license number
    i. Financial Information/Payment Card Industry Information, such as bank/financial account number, credit score or credit report information, credit/debit card expiration date, credit/debit card number, credit/debit card service code/CVV/CVC2/CID number, credit/debit cardholder name, financial transactions details or history, personal identification number, security authentication/login data for an individual's Financial Account
    j. Other Account/Transaction Information, such as account number (e.g., frequent traveler, TSA, non-financial account), insurance claim information
    k. Location – location or GPS data
    l. Wealth/asset information
    m. Criminal data, such as background check or drug screening results, criminal convictions or offenses

2. **Types of Special Categories/Sensitive Personal Data:** The types of special categories/sensitive Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
    a. Biometric data
    b. Blood type
    c. Genetic data
    d. Health/medical information
    e. Medicare or Medicaid numbers (U.S.)
    f. Political opinions
    g. Racial or ethnic origin
    h. Religion or philosophical beliefs
    i. Sexual orientation or sex life
    j. Trade union membership

3. **Categories of Data Subjects:** The categories of Data Subjects whose Personal Data will be Processed in the scope of the Agreement are under the control of Client as Controller and may include Client's current and former (a) students, (b) prospective students, (c) parents or benefactors of students or prospective students, (d) alumni, (e) faculty members, (f) administration, (g) employees, (h) prospective employees, (i) vendors / contractors / agents, and (j) donors.

4. **Nature and purpose of the Data Processing:** The nature and purpose of the Processing is to deliver the Services to Client.

5. **Retention Period:** The duration of the Processing shall be in accordance with the terms of the DPA and applicable Order Form.

6. **Frequency of Transfers:** The recurrence of the transfer of data depends on the frequency of any professional services; support and maintenance required by Client for the Service; and the use of other Services used by Client.

Exhibit 2
Technical and Organizational Measures

This Exhibit 2 contains terms governing information security to which Ellucian will adhere during the Cloud Software Term. Ellucian may modify specific security protections from time to time, but will continue to provide at least the same level of security as on the date this DPA became part of the Agreement.

1. Information Security Program

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Cloud Software delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Cloud Software occur.

2. Information Security Compliance

Ellucian will design and maintain a control environment for the Cloud Software aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 18 / SOC 1 and SOC 2.

3. Information Security Policy

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

4. Information Security Awareness Program

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

5. Personnel Security

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

6. Physical Security

Depending on the Cloud Software, Ellucian uses third party cloud computing platforms, including, without limitation, Amazon Web Services (AWS) and Microsoft Azure, who are responsible for protecting the global infrastructure upon which the Cloud Software is delivered. These third party cloud computing platform providers will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

7. Access Control

Ellucian will authorize access to the Cloud Software only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to the Cloud Software and Client Data will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to the Cloud Software.

8. Data Security

Ellucian will maintain security controls to safeguard Client Data from unauthorized access, modification, disclosure or destruction, or becoming inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client Data, and securely returning Client Data to the Client, or disposing or destroying Client Data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

9. Cloud Software Security

Ellucian will protect the confidentiality, integrity and availability of Client Data. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

10. Technical Vulnerability Management

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within the Cloud Software within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

11. Third Party Security

Ellucian will maintain a process to identify risks to Client Data that are accessible to subprocessors. The process will ensure that relevant information security requirements are incorporated into business agreements with subprocessors and that relevant subprocessor risks are addressed within reasonable timeframes.

12. Information Security Incident Management

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Software. Ellucian will provide timely notification to the Client in the event that the Cloud Software or Client Data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

13. Business Continuity Management

Ellucian will implement controls designed to maintain the continued availability of the Cloud Software. Controls will include maintaining a defined business continuity management plan relevant to the Cloud Software that, if interrupted, may result in significant downtime or data loss.

Texas Southern University

Annual Maintenance		FY2027
Ellucian Products		
	Banner Financial Aid	$ 81,657.49
	Banner Finance	48,198.71
	Banner Finance Self-Service	4,752.24
	Banner HR	46,601.09
	Banner Employee Self-Service	13,188.22
	Banner Student	104,522.72
	Banner Student Self-Service	14,058.78
	Banner Faculty Self-Service	11,430.88
	Banner Integration for Xtender (Document Management Integration Component)	5,907.80
	fsaAtlas (Student & Scholar Mgmt for Banner)	10,855.04
	Ellucian Degree Works & Ellucian Degree Works Transfer Equivalency (aka TreQ)	15,084.34
	Subtotal Ellucian Products	**$ 356,257.31**
Third Party Products		
	Financial Aid FM Needs Analysis	$ 8,647.65
	EMC ApplicationXtender (Desktop, Web Access.NET, & QuickScan Pro for ApplicationXtender)	19,980.99
	Banner Enterprise Job Scheduler (Automic Agent Pricing per UNIX Server, Automation Engine Pricing per Server UNIX, Graphical Analysis Package per Physical Location, & Banner Agent)	25,726.59
	Evisions Argos (Advanced Features & Enterprise)	17,103.38
	Application Xtender Reports Management (PDF Print Stream Option, Server, & Test Bundle)	3,743.80
	Evisions FormFusion (BDS Integration, Email w/Encryption, & PL SQL Director)	17,466.37
	Application Xtender Test Bundle	1,547.37
	Ellucian Application Xtender xPlore (Full Text Server, Full Text Client, & OCR Server)	1,644.27
	Subtotal Third Party Products	**$ 95,860.42**
	Annual Maintenance	$ 452,117.73
	Administrative Fee 2.75%	12,433.24
	Total Annual Maintenance	**$ 464,550.97**

TSU

TEXAS SOUTHERN UNIVERSITY

Legacy IT Network and ERP Modernization Assessment Final V1

PRJ1470619

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Reading Guide for This Version

This report uses blue-bordered callouts to identify methodology notes, scope clarifications, and critical interpretive context. These callouts appear inline where the surrounding analysis benefits from a clear framing note.

Blue-bordered callouts identify methodology notes, scope clarifications, and critical observations that warrant the reader's attention. These are completed findings.

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Section 1 Executive Summary

1.1 Engagement Overview

Texas Southern University (TSU) engaged DIR Shared Technology Services (STS) to conduct an independent assessment of its IT and Network environment, with a primary focus on the Ellucian Banner Enterprise Resource Planning (ERP) system. The engagement is tracked under Project Number PRJ1470619. Discovery was conducted remotely between May 4 and May 15, 2026, and analysis and synthesis continued through May 22, 2026. The work was sponsored at the executive level by the Chief Administration Officer, with the President and Board of Regents as the primary audience for the resulting report. The engagement was initiated in the context of an audit that brought heightened institutional attention to the technology environment, and the assessment is positioned as an objective, non-influenced outside review.

The assessment was structured around four pillars, each mapping to one or more sections of this report:

- Platform Viability
- Integration and Data Ecosystem
- Security and Compliance
- Operational Governance

Discovery comprised the following sources:

- **Six formal discovery sessions, covering Enterprise Applications, Infrastructure and Network, Security and Compliance, Business Users and Banner Functional Health, Ellucian Vendor, and Leadership and Strategic Direction.**
- **Multiple follow-up sessions and email clarifications with the above teams.**
- **Contract review, covering the FY26 Cloud Services Renewal, the TCC Interagency Agreement, and the Oracle HOSAL Renewal.**
- **Historical source:** Ellucian-conducted Accounts Receivable System Analysis from 2020

The findings in this report are anchored to TSU's Ascend 2030 strategic plan, which leadership endorsed during the leadership discovery session as a point of alignment for the engagement. The detailed plan was obtained from the Office of Data Analysis and Assessment in May 2026. It is structured as four Priority Areas (Student Achievement & Outcomes, Academic Research & Innovation, Operational Excellence, and Technology & Artificial Intelligence), each containing signature initiatives tagged under President Crawford's Renew, Enhance, and Expand framework articulated in his 2024 State of the University address. Section 6 recommendations align particularly with Priority Area 4 (Technology & AI), specifically Initiative 4.1 [Renew]: "Update and optimize existing technology platforms and related governance structures, replacing outdated solutions as needed, to improve and streamline business processes supporting the enterprise." The plan's stated milestone of 85 percent help desk customer satisfaction with information technology services is a useful anchor for operational-improvement recommendations.

1.2 Participating Teams & Sessions

Six formal discovery sessions and multiple Finance follow-up sessions were conducted across the assessment window. A complete participant roster appears in Appendix A. Summary of sessions:

Session	Focus	Participants (Roles)
Enterprise Applications	Banner platform, integrations, modules, customization posture	Director of Enterprise Applications
Infrastructure & Network	Hosting, network, backup, DR, infrastructure staffing	Director of Infrastructure; Network Manager; Director of Enterprise Applications
Security & Compliance	Identity, access, FERPA, vulnerability management	Director of Enterprise Applications; Network Manager
Business Users & Banner Functional Health	Functional adoption, training, ERP demo exposure, module-by-module health	Registrar leads; Admissions leads; Finance Controller; HR / Staff representatives
Ellucian Vendor	Vendor-side platform, roadmap, hosting, support, SaaS posture	Ellucian Account Management; Ellucian Cloud Services
Leadership & Strategic Direction	Executive ownership, strategic plan alignment, governance	Chief Administration Officer
Business Users discovery session	Finance, AR, Financial Aid, Budgeting team perspective	Multiple finance and FA participants
Business Users discovery session	Controller-level perspective on financial reporting	Controller; finance team members

Table 1: Discovery Session Inventory

1.3 Key Findings Summary

The assessment identified findings across all four domains. The table below presents the highest-level observations and an overall rating for each, with rating cells color-coded per the legend defined in Appendix D. Detailed findings appear in Sections 2 through 5; the prioritized action register appears in Section 6.

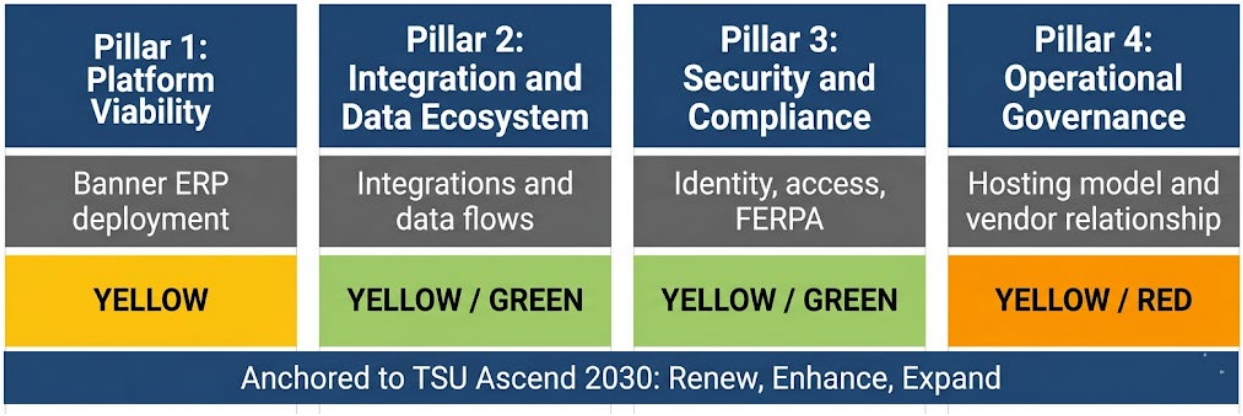


Figure 1: Four-Pillar Assessment Framework with Domain Ratings

Domain	Summary Observation	Rating
Banner ERP Deployment	Banner is functional and supports core operations across all modules but is encumbered by an undocumented customization layer inherited from the prior Ellucian Managed Services era. Ellucian cannot roll automatic updates into the customized codebase, so TSU runs a managed cloud Banner 9 rather than Ellucian's cloud-based Banner 9. Module satisfaction varies substantially by function (Financial Aid 4 to 4.5 of 5; Budgeting 2 of 5).	**Yellow**
IT Staffing & Governance	Day-to-day staffing is adequate for the work the team performs, with a documented separation-of-duties model for access provisioning. However, business-side ERP-functional capacity is limited outside OIT, which creates heavy OIT dependence. The change-management pattern of operational requests become projects with the Ellucian adds material drag, and the knowledge-transfer gap from the prior consultant transition persists. No standing ERP governance committee or IT steering committee was identified.	**Yellow**
Security & Compliance	Identity and access controls are mature: Azure SSO with default MFA, workflow-driven HR-integrated access provisioning (a meaningful improvement over the 2020 paper-based baseline), and approximately 150 Banner security groups with module-owner approval. No security breaches or audit findings on access controls have been reported. The principal gap is structural: under the Ellucian Managed Cloud arrangement, TSU has no independent Banner-side security event detection or forensic capability.	**Yellow / Green**

Domain	Summary Observation	Rating
Hosting Model & Vendor Relationship	The Ellucian Managed Cloud arrangement is operationally close to SaaS but with material differences in cost, control, and migration optionality. Several specific risks emerged. Oracle HOSAL is non-portable in scenarios where Oracle would continue to be needed after exit. Argos will be succeeded by Insights per Ellucian's product roadmap. The SaaS-customization migration mechanism warrants detailed mapping. The vendor 18-month migration estimate is unverified against TSU's heavier customization base.	Yellow / Red

Table 2: Four-Domain Summary Ratings

Cross-cutting findings worth surfacing at the executive level:

- **Customization timeline and origin:** The original Ellucian implementation team built extensive customizations and supported them. When the original implementation team transitioned out, OIT inherited the codebase in a quick transition with limited knowledge transfer. The consequence is that TSU runs a customized managed cloud Banner 9 instance rather than the fully cloud-current Banner 9 that receives Ellucian's automatic updates. Institutional memory of the customization layer is concentrated in long-tenured staff.
- **Argos succession:** Ellucian has confirmed in its written response that the transition from Argos to Insights is tied to the SaaS migration path rather than an independent product retirement; in the current managed cloud configuration, Argos continues to function. Argos is the operational basis of TSU's financial statement generation today. It has also historically substituted for several Banner-native processes documented in the 2020 AR System Analysis (Collections-tracking, fee-assessment error detection, third-party billing distribution, Financial Liability Statement compliance, refund review). Whether those substitutions persist in 2026 will require further verification. The migration path, timeline, and license footprint are subjects for working-level discussion with Ellucian.
- **Oracle HOSAL non-portability:** The Oracle Database licensing extended to TSU through Ellucian's hosting arrangement is structured as part of Ellucian's HOSAL and is not transferable to a TSU-direct Oracle relationship. If TSU were to exit Ellucian hosting in a scenario where Oracle continued to be needed (for example, self-hosting Banner), TSU would need to establish a direct Oracle license relationship at that time. In most realistic exit scenarios (SaaS migration to a non-Oracle stack), this constraint would not bind. Documenting it as a contractual fact is appropriate for any platform-direction discussion.
- **Persistent operational findings from 2020:** Ellucian conducted an AR System Analysis in 2020 that identified specific issues (AR-to-GL reconciliation failure, payment-feed errors, detail codes lacking chart-of-accounts mapping, manual refund process, paper-based security access). Some have been resolved (the access process is now workflow-driven and HR-integrated). Others appear to persist (AR reconciliation remains 'very manual' per Finance). The persistence pattern itself is a finding about operational follow-through.
- **Financial-statement-generation pipeline:** Banner is TSU's system of record for financial data. The Banner financial-statement generation module was not configured

during original implementation (Ellucian has subsequently confirmed that GASB financial statement capability is included within Banner Finance and does not require a separate license), so Argos serves as the report-writer that uses Banner trial-balance data to compile the financial statements (Statement of Net Position, Statement of Revenues and Expenses, AFR submissions). The data and balances come directly from Banner and are not altered; balances in the published financial statements tie to Banner exactly and are audited from the Banner source. The manual effort is in formatting: Argos was not configured to produce financial statements in the AFR-required presentation, so Controller-office staff format the statements manually each reporting cycle. This is an operational-burden finding, not a data-integrity or audit-exposure finding.

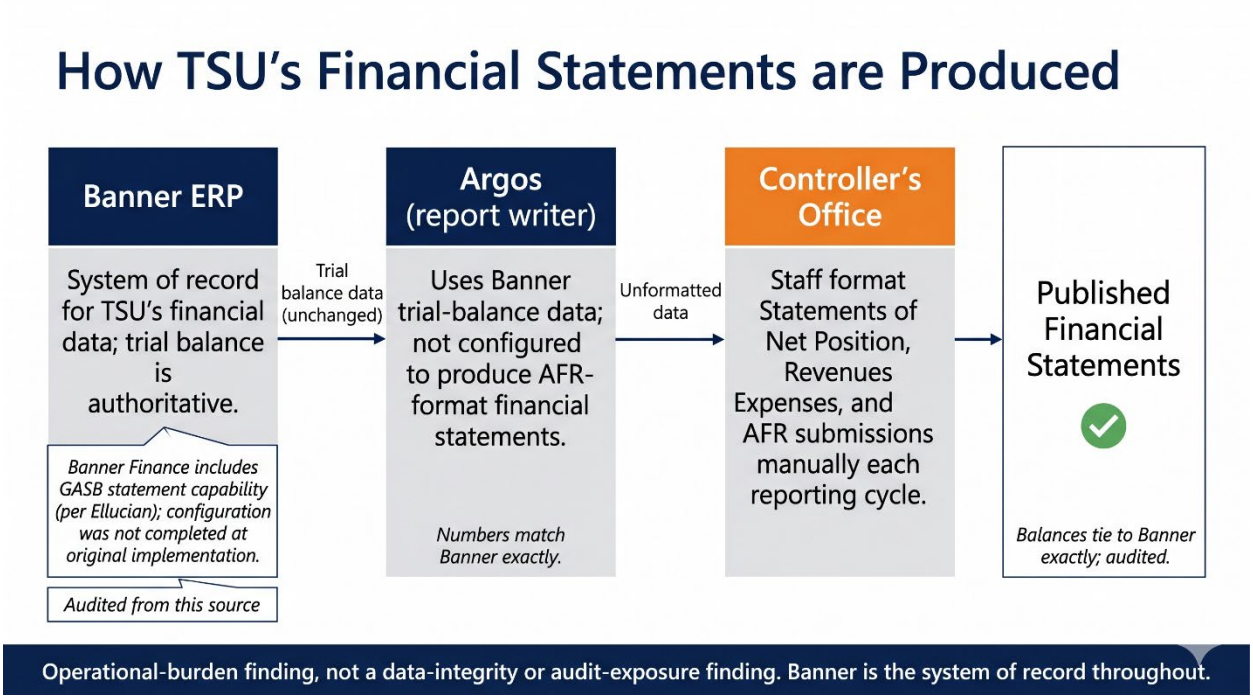


Figure 2: Financial-Statement Generation Pipeline

- **Strategic anchor:** the engagement is anchored to TSU's Ascend 2030 strategic plan, integrated from the detailed plan obtained in May 2026. Leadership explicitly endorsed strategic-plan alignment as a significant point of focus for the assessment.

1.4 Priority Recommendations

The following are the highest-priority actions identified across all assessment domains. The full prioritized action register appears in Section 6.

#	Recommendation	Domain
1	Resolve the customization inventory question with Ellucian. Specifically, what named TSU customizations exist (the 2020 AR System Analysis named TWPPAID and a custom TSAMASS-substitute as examples), how these would be handled or grandfathered during a move to SaaS, and which configurations and modifications from the prior managed-services era remain in place	Banner ERP / Hosting

#	Recommendation	Domain
	with documentation. The answers materially affect any subsequent migration evaluation.	
2	Confirm the Argos-to-Insights succession timeline and migration path. Argos sits at the center of TSU's financial reporting and several operational workflows. This change is on Ellucian's product roadmap and the assessment recommendations factor it in.	Hosting / Vendor
3	Address the financial-statement formatting burden. The condition is operational, not a data-integrity issue. Banner is the system of record, balances flow unchanged through Argos and tie to the audited Banner source, but the manual formatting effort is concentrated in the Controller's office each reporting cycle. Path forward: engage Ellucian consulting to validate and configure the Banner Finance GASB statement generation capability that is included in the product but was not set up during TSU's original implementation; complete training for Controller's office staff. Ellucian has confirmed this capability exists within Banner Finance and does not require a separate licensed module.	Banner ERP / Finance
4	Establish a standing ERP governance forum at the institutional level. No standing ERP governance committee or IT steering committee was identified during discovery. A small forum that brings together the Chief Administration Officer, Finance leadership, and OIT leadership, with a standing ERP agenda item, would close the governance gap surfaced in the leadership session.	Governance
5	Strengthen business-side ERP-functional capacity. Except a Registrar's Office and Financial Aid participants, business users uniformly described limited Banner functional capability outside OIT. A dedicated functional analyst or DBA-style role embedded in or aligned with key business units would reduce OIT dependence and improve Banner utilization. The HR model (dedicated consultant supplementing OIT support) was cited by other groups as the target.	IT Staffing

Table 3: Priority Recommendations

Section 2 Banner ERP Deployment Evaluation

This section evaluates TSU's Ellucian Banner ERP deployment across seven areas: platform currency, module deployment, environment landscape, customization posture, integration landscape, change management, and business continuity. The section draws primarily from the Enterprise Applications, Infrastructure, Business Users, and Finance discovery sessions, with vendor-side confirmation from the Ellucian session and historical context from the 2020 Ellucian-conducted AR System Analysis.

2.1 Platform Currency & Version Posture

TSU is currently running Banner 9, the current major version of the Ellucian Banner platform. Ellucian confirmed in the vendor session that TSU's environment is on the latest Q1 upgrades and that the managed-cloud arrangement is treated as an in-between service between on-prem and SaaS, with upgrades and patches released to managed-cloud customers on a different cadence than SaaS customers.

The operational reality at TSU is more constrained than the vendor characterization implies. Finance leadership reported that the heavy customization layer (see Section 2.4) prevents the current consulting team from rolling automatic Ellucian updates into the codebase. As a result, TSU operates a customized managed cloud Banner 9 instance rather than the cloud-based Banner 9 that receives automatic updates. The practical consequence of this is that GASB (Governmental Accounting Standards Board) pronouncement updates, regulatory tax-table changes, and similar standard updates are applied manually by Finance each reporting cycle. Stakeholders explicitly raised this as a financial statement accuracy and audit exposure concern.

Ellucian's defect-resolution practice is that most require a full software release because fixes must be evaluated against broader system integration impacts. Some urgent items can be addressed off-cycle but does require accepting all of the fixes included in the updates. The release-driven pattern adds latency for routine fixes that could otherwise be patched independently, but the rationale of evaluating system-wide impact is consistent with managed-cloud delivery norms.

> **Vendor-bias methodology note:** Some statements about platform currency in this section come from the vendor, others come from TSU, and others are reconciled from both. The methodology section in Appendix D explains how vendor-stated framing is distinguished from TSU-side observation in this report.

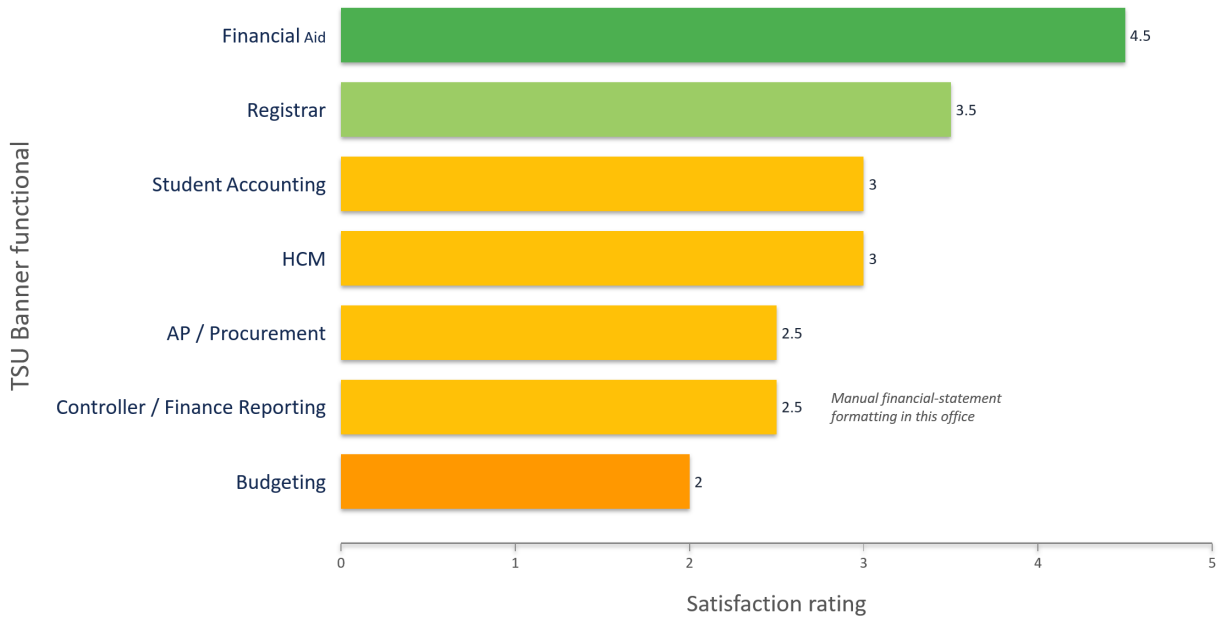
2.2 Module Deployment & Functional Coverage

TSU has deployed the full Ellucian Banner product suite. All core modules are live in production:

- Banner Student covers admissions, registration, records, and curriculum.
- Banner Finance covers general ledger, AR, AP, procurement, and budgeting.
- Banner Human Resources covers HR, payroll, and benefits.
- Banner Financial Aid covers aid packaging, federal interfaces, and compliance reporting.

Several add-on modules also operate alongside the core suite, including Banner Communication Management, Banner Workflow, and Banner Document Management.

For procurement, TSU uses Jaggaer as the replacement for the Banner Procurement module, but some residual Banner Procurement usage remains.



Variance points to where capability-building investment should be targeted.

Strong Financial Aid integration is a baseline to preserve in any future-state direction.

Figure 3: Banner Module Satisfaction by Functional Area

Module satisfaction by function (business user ratings, 1 to 5 scale)

Function	Rating	Context
Financial Aid	4 / 4.5	Rating contingent on user-built supporting processes (UC4 automation, rules configuration, algorithmic builds). The functionality is present in Banner but requires significant user investment to realize. Without that user-side build-out, the rating would be lower. Key-person dependency risk.
Registrar's Office	3.5	Strongest functional capability outside IT, anchored on one long-tenured participant. Other Registrar staff are more dependent on OIT.
Accounts Receivable	3.2	Manual refund and reconciliation processes are the principal sources of friction. Aligns with 2020 AR System Analysis findings that appear to persist.
Admissions	2.5	Slate-to-Banner integration is one-directional; updates in Banner do not return to Slate, limiting cross-system consistency.

Function	Rating	Context
Finance (Controller)	2.5	Manual formatting of financial statements creates concentrated operational burden in the Controller's office. Manual GASB application is also raised by Finance leadership as an ongoing concern. Recurring journal entry automation is supported in Banner Finance via the FGAAUTO form (per Ellucian vendor response); the current manual reversal practice reflects a training or configuration gap rather than a product limitation.
Budgeting	2	Banner supports the core budgeting process but is inefficient. State legislative appropriations reporting is fully manual.

Table 4: Banner Module Satisfaction by Function

Manual workarounds and tasks handled outside Banner are pervasive. Several examples were captured in formal discovery:

- Slate is used for student communications.
- GASB pronouncements are applied manually each financial reporting cycle.
- Recurring journal entries are reversed manually today although Banner Finance includes automated reversal capability via FGAAUTO (per Ellucian vendor response); this reflects a training or configuration gap rather than a product limitation.
- Prorated housing-charge adjustments are made manually because the StarRez integration does not feed proration.
- Custom-built spreadsheet upload processes substitute for native Banner forms (TSAMASS was named in 2020).
- State legislative and budget reporting is fully manual.

Several of these workarounds are documented in the 2020 Ellucian-conducted AR System Analysis and appear to persist six years later.

2.3 Environment Landscape

TSU's Banner deployment runs across five environments, confirmed by Ellucian's May 2026 Infrastructure Inventory response: Production, Pre-Production, Test, Training, and Audit/Backup. The FY26 Cloud Services Renewal contract specifies the entitled production and non-production instances; the Training and Audit/Backup environments are part of the broader managed-cloud service configuration. Each environment supports a specific operational purpose, with Production serving live operations, Pre-Production used for integration validation before changes reach Production, and Test used for configuration and customization validation.

The absence of a Development environment is intentional and appropriate given the COTS nature of the platform. TSU does not modify Banner's core product code, so a traditional development environment is not applicable. Test serves as the configuration-and-customization validation environment, and Pre-Production serves as the integration-validation environment before each Production change.

From an SDLC perspective, TSU operates three active environments:

- TEST

- PPRD
- PROD

TRNG exists as a separate training-only environment and is not part of the SDLC flow.

2.4 Customization Posture

This section reconciles a multi-source contradiction that emerged across the Enterprise Applications session, the Business Users session, and Business Users discovery . The reconciliation is a consequential finding in the assessment.

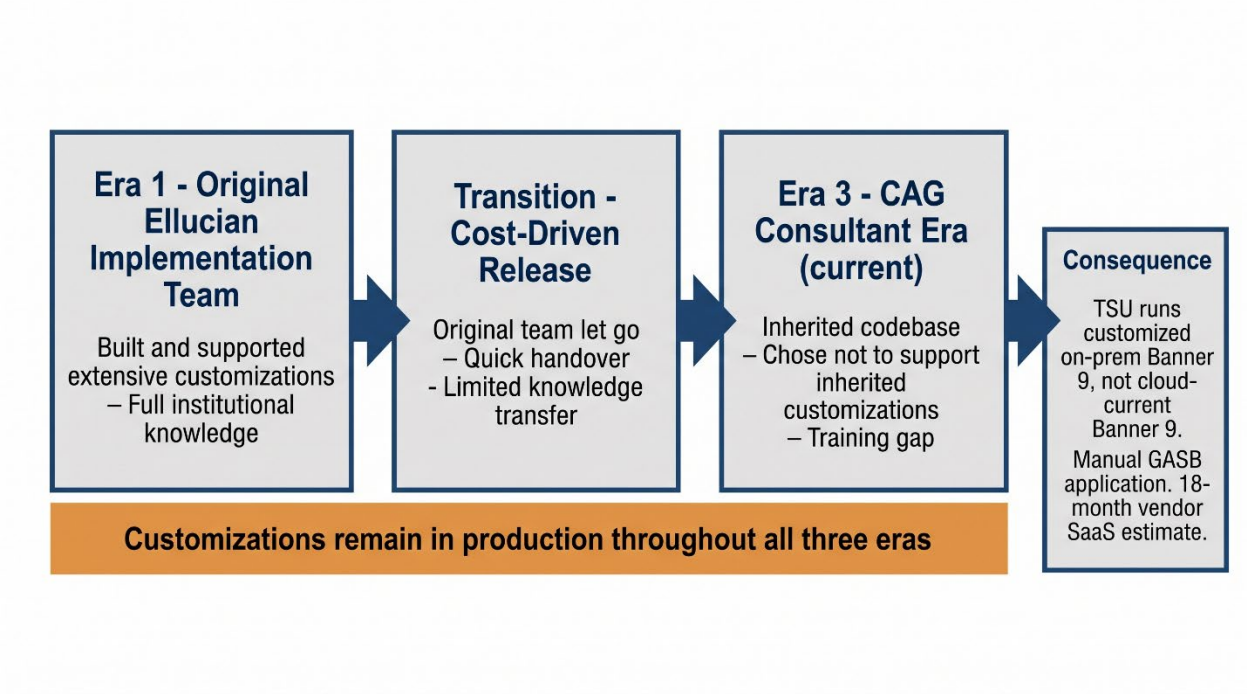


Figure 4: Banner Customization Timeline Across Three Eras

The original Ellucian implementation team at TSU built extensive customizations and supported them. When the original implementation team transitioned out, the inheriting consulting team (CAG) received the codebase in a quick transition with limited knowledge transfer of the customization layer. The replacement team's scope of support emphasizes the baseline Banner product, since their training and engagement parameters focused on baseline support rather than the inherited customization layer.

Newer OIT staff who interact only with what is actively maintained may say there is no customization, while long-tenured Finance staff confirm extensive customization remains. TSU clarified that the drop processes are TSU custom processes and not Banner-delivered functionality.

Both perspectives can be accurate at the same time because the inherited customizations continue to run in production even when the current consulting team is not actively supporting them.

The downstream consequence is direct: TSU’s customized managed cloud Banner 9, not the cloud-based Banner 9 that receives Ellucian's automatic updates. The replacement consulting team cannot roll updates into the customized codebase. Ellucian's own SaaS migration estimate for TSU is 18 months, driven primarily by customization volume. This estimate sits alongside a

separate user-side estimate from Business Users discovery that vendor-stated implementation timelines (Oracle quoted approximately 6 months for other schools) could realistically take 2.5 years at TSU because of staff learning-curve considerations, the distributed nature of business-process ownership, and the pace of organizational change.

> **Customization scope note:** A detailed customization inventory is out of scope for this engagement. This section addresses customization posture and risk at the COTS assessment level. The 2020 Ellucian-conducted AR System Analysis already documents specific named customizations that should be the starting point for any inventory effort, with explicit confirmation from Ellucian on what has been preserved, modified, or grandfathered through the various transitions.

2.5 Integration Landscape

TSU's Banner integration landscape uses multiple mechanisms, each serving a distinct function and carrying a different risk profile. The integration picture is largely stable. Integration failures are relatively rare, and when they occur the root cause is typically data quality (heavy reliance on manual data entry) rather than integration-mechanism failure.

Integration mechanisms in active use

Mechanism	Pattern	Notes
Touchnet (payment plans, cashiering, online payments)	Direct connector via Ellucian partnership	Prebuilt connector to Banner. Touchnet is an approved Ellucian partner with no local Touchnet gateway at TSU. Deep operational footprint across payment plans, cashiering, and online payments.
Transact (POS / cloud financial system)	Batch FTP file feeds	Not directly integrated with Banner at the network layer. Data feeds support POS reconciliation.
Slate (admissions CRM)	Apply Texas → Axiom → Slate → Banner; Banner → Slate	Bi-directional. Banner-to-Slate return integration is limited to admission decisions and assignment of checklist items.
StarRez (housing and meal plans)	Nightly feed to Banner	Housing charges fed nightly; prorated withdrawal charges cannot feed and must be manually adjusted by Student Accounts.
Argos (reporting and analytics)	Direct database connection internal to Ellucian cloud	Argos is co-hosted in the Ellucian cloud and connects locally to the Banner Oracle database via Oracle TNS. Not via IPSec tunnel. See Section 4.4 for the network-perimeter implication.

Mechanism	Pattern	Notes
DegreeWorks (degree audit)	Native Ellucian integration	Well integrated; positive feedback from business users.
Canvas (LMS)	Ethos pre-built integration	Working reliably.
Ad Astra (scheduling)	Banner integration with documented gaps	Some functional gaps reported.
Financial Aid federal interfaces (EdConnect, COD, NSLDS)	Automated via Banner and UC4 scheduling; NSLDS via NSC	Working reliably. Federal-aid integration is the strongest part of the integration landscape.
Student Forms (FA verification)	External integrated solution	Integrates with Banner for student verification workflows. Requires offline processing for some teams.
PeopleAdmin (HR onboarding)	Parallel HR system	HR technology is partially distributed across Banner HR and PeopleAdmin. Integration pattern not detailed in discovery.
SnapLogic (integration middleware)	Owned and operated by TSU	Used for complex or non-standard integrations not covered by Ethos.
UC4 / Automic (batch scheduler)	Banner batch scheduling	Managed as part of hosted environment.
Ethos (Ellucian integration hub)	Pre-built and custom integration framework	Strong for Ellucian-partner integrations; less capable for non-standard integrations.

Table 5: Integration Mechanisms Inventory

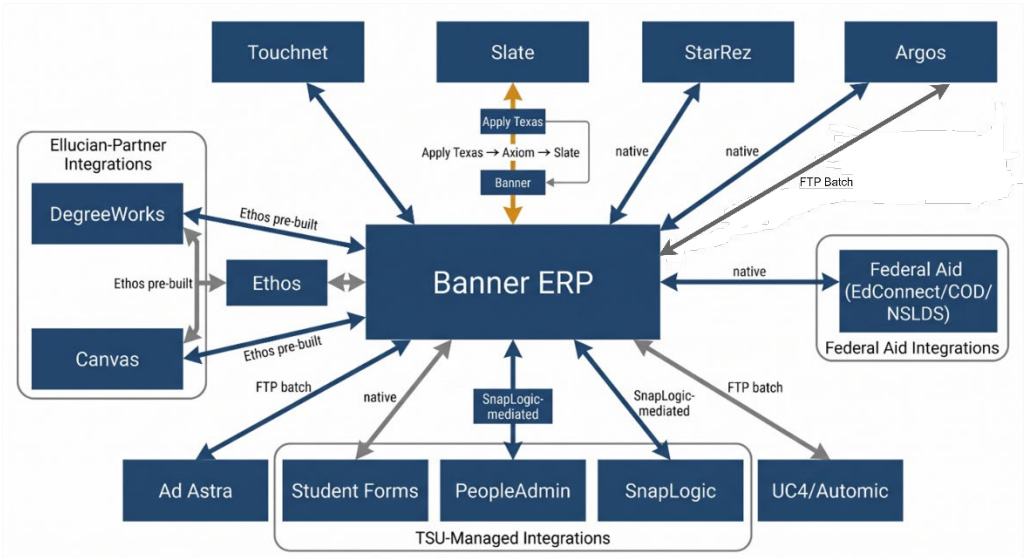


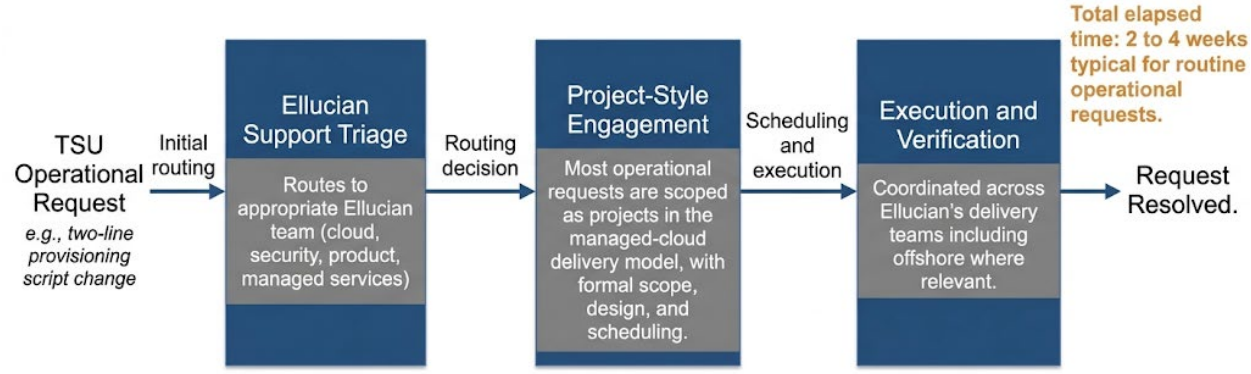
Figure 5: Banner Integration Mechanisms Landscape

Third-party direct database connections from outside the Ellucian cloud are restricted by Ellucian on security grounds. External systems that require Banner data must route through SnapLogic or via scheduled extract over FTP. This restriction eliminates one category of migration risk (uncontrolled third-party DB connections) while creating a dependency on SnapLogic and FTP-based processes for any integration not covered by Ethos pre-built connectors.

2.6 Change Management & Documentation

TSU's Office of Information Technology operates a formal change-management process aligned to ITIL best practices for the things OIT controls. Ellucian manages all changes to the Banner infrastructure, OS, database, and application layers under their own project management and change-control processes. Two distinct change-governance tracks therefore operate in parallel: TSU's internal ITIL process and Ellucian's project-based process.

A consistently cited operational concern across discovery sessions is the pattern of Ellucian treating virtually all customer requests as formal projects, regardless of scope. Specific examples surfaced in discovery. A fully scripted DB user-grant request took two to four weeks because it was triaged as a project. A two-line provisioning change followed the same path. Across discovery, over 90 percent of customer engagements with Ellucian were described as project-style engagements. This is a structural feature of how Ellucian's managed-cloud delivery model is organized; managed-cloud customers in general experience similar patterns. The implication for TSU is that lead time for routine operational changes is longer than it would be under a self-managed or co-managed arrangement.



Contractual SLA targets are **response times after triage and routing**, not **complete resolution**. The project-style delivery pattern is a structural feature of the managed-cloud service model that applies broadly to Ellucian's managed-cloud customers.

Figure 6: Vendor Request Flow Pattern in Managed-Cloud Delivery

Documentation: TSU's Banner documentation posture reflects the consultant transition pattern. When Ellucian transitioned out of the full IT managed services arrangement approximately three to four years ago, the inheriting consulting team (CAG) received the codebase quickly and with limited training on the existing customization layer. The result is that institutional knowledge of customizations is concentrated in long-tenured staff, including specific personnel in Student

Accounting named in Business Users discovery as carrying detailed memory of the customizations, while the current consulting team operates primarily on the baseline product. The remediation path is structured knowledge transfer with long-tenured staff plus structured CAG onboarding on the inherited layer, rather than a multi-year documentation rebuild from scratch. The 2020 AR System Analysis is one valuable artifact in this picture; it documents specific named customizations and serves as a starting reference. ServiceNow knowledge-base articles capture some operational procedures but have not been comprehensively maintained as authoritative documentation.

Across business sessions, a process-design pattern emerged that affects how new functionality requests are evaluated. The current intake model asks business users to document business-process requirements before Banner-side feasibility is evaluated, which is reasonable for well-understood features. The friction arises in a specific case: when business users want to explore functionality, they have not yet seen, they cannot easily define requirements upfront, and the request can stall before evaluation. Some requests that might reduce manual work do not progress through this path. This is an intake-model observation, addressable through process refinement rather than a change in either OIT's or the business areas' practices.

2.7 Business Continuity & Disaster Recovery

Backup, restore, and DR for Banner are Ellucian's responsibility under the managed cloud arrangement. TSU does not perform or maintain any Banner-side backups independently of Ellucian and does not maintain its own DR plan for Banner. Specific operational parameters (backup frequency, retention period, offsite copy strategy, RTO and RPO commitments) are not documented to TSU.

This is a structural consequence of the managed-cloud arrangement, not a TSU capability gap. Under the contracted service model, infrastructure-side DR is part of what Ellucian provides; TSU is contractually a consumer of the result rather than a participant in the process. The corollary is that TSU has no independent way to verify backup performance, restore-test outcomes, or DR readiness without Ellucian disclosure. This is the same visibility-boundary issue that appears throughout Sections 4 and 5.

The FY26 Cloud Services Renewal contract specifies a 99.5% production availability SLA with tiered service credits but does not articulate RTO or RPO commitments in the documents reviewed. TSU does not maintain internally documented RTO or RPO targets for Banner. No major Banner outages subject to disaster recovery have occurred in the past 2 to 3 years to TSU's knowledge. Minor outages occur with Ellucian notifying customers. From TSU's vantage point as the end consumer, all outage handling is on Ellucian's side.

Backup posture per Ellucian:

- Daily full system imaging.
- Daily database backups with log backups throughout the day.
- Backups are stored encrypted with AWS Backup Vault Lock using AES-256.
- Restore response time is governed by SLA.

Explicit RTO and RPO commitments are governed by contract terms between TSU and Ellucian.

Ellucian (Managed Cloud)	TSU (Customer)
Banner application backup (daily full system imaging)	Banner business-continuity planning at the institutional level

Ellucian (Managed Cloud)	TSU (Customer)
Banner database backup (daily, with log backups throughout the day)	TSU-side application contingency procedures during Banner outages
Backup storage and encryption (AWS Backup Vault Lock, AES-256)	Coordination with Ellucian during incident response
Disaster recovery infrastructure	Validation that Ellucian's restore meets TSU operational needs
Restore execution per SLA	Communication to TSU users during incidents
AWS hosting failover and availability zones	

Table 6: Business Continuity and Disaster Recovery Responsibility Map

2.8 Key Findings

Strengths

- Full Banner suite deployed and operational across Student, Finance, HR, and Financial Aid.
- Strong Financial Aid module utilization (rated 4 to 4.5 of 5), with mature integration to federal interfaces (EdConnect, COD, NSLDS).
- Touchnet, DegreeWorks, Canvas, and other Ellucian-partner integrations work reliably via native or Ethos connectors.
- No major Banner outages requiring disaster recovery reported in the past two to three years.
- Formal ITIL-aligned change management process operates within TSU's scope of control.

Gaps and Risks

- Heavy customization layer inherited from the prior consulting team. Ellucian cannot roll automatic updates through the managed cloud hosting service Banner 9 and can only do roll automatic updates through the cloud-current version.
- Banner financial-statement generation capability is included within Banner Finance (per Ellucian vendor response) but was not configured during TSU's original implementation; Argos serves as the report-writer using Banner trial-balance data. Argos is not configured to produce AFR-format financial statements, so Controller-office staff format the statements manually each reporting cycle. Numbers come from Banner unchanged.
- Manual application of GASB pronouncements has been raised by Finance leadership as an ongoing concern; TSU has not received adverse opinions or audit findings on internal controls.
- Operational requests becoming Ellucian-owned projects adds 2 to 4 weeks to routine work.
- Ellucian has indicated that Argos will be succeeded by Insights as part of the product roadmap, with Insights as the replacement product. The migration path and timeline will be developed jointly with Ellucian when TSU's planning sequence reaches that work.
- Module satisfaction varies widely across functions (Budgeting rated 2 of 5; Finance Controller 2.5 of 5).

Implications

- The customization layer is the single largest constraint on TSU's modernization options and the primary driver of the vendor-quoted 18-month SaaS migration estimate.

- Manual formatting of financial statements is an operational-burden finding concentrated in the Controller's office, not a data-integrity finding. Banner balances flow unchanged into the published statements.
- The Argos-to-Insights succession crosses Banner, financial reporting, and operational workflows; per Ellucian's written response it is tied to the SaaS migration path, so near-term planning input is needed as TSU shapes its platform-direction discussion.
- Module-by-module rating variance points to where capability-building investment should be targeted.
- Strong Financial Aid integration set is a baseline strength to preserve through any future-state direction.

Section 3 IT Staffing & Operational Governance

This section covers TSU's IT organizational structure, Banner-specific staffing coverage, vendor relationship management, incident and change management maturity, user training and adoption, and documentation quality. Findings draw from Enterprise Applications, Infrastructure, Business Users, Finance, and Leadership discovery sessions.

3.1 IT Organizational Structure & Governance

Banner executive sponsorship resides with the Chief Administration Officer, who confirmed his role as the designated executive owner during the leadership discovery session. Broader oversight flows through the President and senior administrators acting as the President's Cabinet. No standing ERP governance committee or IT steering committee was identified during discovery.

The institutional Ellucian relationship is managed through two channels. The Chief Information Digital Officer (CIDO) and Head of Technology is the named Cloud Software Provisioning contact on both the managed-cloud and Oracle HOSAL contracts. The managed-cloud contract was executed by the Chief of Staff on TSU's behalf, not by IT leadership directly. The authority to commit and execute the contract sits outside the IT function at the signatory level. This is a governance observation worth surfacing for the institutional record.

Governance through the existing executive structure has worked operationally, but the absence of a dedicated forum with a standing ERP agenda is a finding. A small standing forum that brings together the Chief Administration Officer, Finance leadership (Controller), and OIT leadership would close this gap. This is reflected as a Section 6 recommendation.

3.2 Banner-Specific Staffing Coverage

A consistent finding across business user groups was the absence of Banner-knowledgeable functional staff within departments. With exceptions in the Registrar's Office and Financial Aid Office, most departments have no staff member who can work on soft configurations in Banner without OIT assistance. Testing, form updates, configuration changes, and any task involving code or API access all require OIT involvement.

TSU previously had dedicated functional analysts or DBA-level roles with both technical and domain knowledge embedded in or aligned with business units. Those roles no longer exist in that form. HR is the only unit that currently has a consultant supplementing OIT support, handling Banner HR configuration and submitting Ellucian Action Line tickets directly. This model was cited by participants in other groups as what their departments need. Financial Aid's high rating (4.5 of 5) is the product of one user's investment in building out UC4 automation and rules configuration; without that user-side build, the rating would be substantially lower.

Infrastructure-side staffing: both the networking team and the Enterprise Applications team confirmed that current staffing is sufficient for the Banner-related interaction work they perform. No overwhelming need was identified. Zero TSU FTE are dedicated specifically to Banner infrastructure support because TSU does not own or operate any of the Banner-hosting infrastructure. The Banner-adjacent work that does require TSU networking effort (IPSec tunnel management, firewall configuration, coordinating with Ellucian on operational requests) is handled as part of standard IT networking operations.

3.3 Vendor Relationship Management

The Ellucian vendor relationship is operationally engaged but structurally limited. TSU's Director of Enterprise Applications is the primary day-to-day interface with Ellucian, with weekly cadence calls covering open tickets and upgrade scheduling.

TSU's contract is under Ellucian's standard support tier. The contractual uptime SLA is 99.5 percent for production with tiered service credits. Support response targets (not resolution targets) are documented as follows:

- Priority 1 Critical (production down): 1 hour or less.
- Priority 2 High: 4 hours or less.
- Priority 3 Medium: 1 business day.
- Priority 4 Low: 2 business days.

The vendor relationship carries meaningful operational friction. The project-style delivery pattern for operational requests adds 2 to 4 weeks to routine work. The Director of Enterprise Applications described sending Ellucian a fully scripted two-line provisioning request that still took three to four weeks to execute. Multiple open cases and projects are active at any given time. Ellucian's managed-cloud delivery team is primarily staffed offshore, contributing to time-zone-related delays. Escalation paths exist for critical issues, but even escalated items resolve slowly.

Two structural findings deserve to be documented at the relationship level:

- **The dynamic resource-scaling pattern.** Capacity-rebalancing events have occurred during the assessment period; TSU observed each through routine monitoring and Argos metrics, and capacity was adjusted in response after raising the observation with Ellucian.
- **The visibility limit.** Infrastructure log data for the Banner-hosting environment is internal to Ellucian's managed-cloud operations and is not surfaced to customers as part of the service model.

3.4 Incident & Change Management Maturity

TSU operates incident and change management under an ITIL framework using ServiceNow for ITSM (incident, change, problem, project, request). Banner-related incidents reported by users are tracked in TSU's internal ServiceNow queue. When Ellucian involvement is required, a separate Ellucian-portal ticket is opened; tracking continues in parallel and independently on both portals.

For security incidents specifically, the same two-portal pattern applies. For incidents that originate on the Ellucian side (where the only signal would be an Ellucian-side detection or disclosure), TSU has no automatic visibility. Awareness depends on Ellucian choosing to communicate the event. This is consistent across both routine and security-domain incident handling.

A ServiceNow Asset Management module rollout was kicked off in early May 2026; this initiative is strictly for TSU-owned asset management and explicitly does not extend to the Banner and Ellucian ecosystem. The scope boundary is appropriate, but worth noting for the institutional record.

3.5 User Training & Adoption

Formal ERP training at TSU is limited and inconsistent. Most users rely on self-service resources (the Ellucian documentation website), ad hoc OIT assistance, or external conference attendance (the Ellucian annual user conference). OIT provides support on request but functions as a support escalation point rather than a training resource.

Conference attendance is concentrated in a small number of individuals (notably the Registrar Office participant and members of the HR team). Knowledge from conference attendance accumulates in individuals rather than distributing across departments. HR receives additional internal training from its dedicated consultant; participants noted this training does not always fully meet departmental needs and remains inconsistent in depth and frequency.

The training gap has direct consequences for Banner utilization. Users across departments confirmed they are aware that Banner functionality exists which their teams do not use, either because they do not know how to use it, or because the path to implementing it through OIT is too burdensome. Workflow capabilities and Self-Service Banner 9 (SSB9) were frequently cited examples. The barrier is not Banner's capability, but is the combination of limited user knowledge and organizational friction in getting features configured or enabled.

3.6 Documentation Quality & Stewardship

TSU's Banner documentation reflects the consultant transition pattern noted in Section 2.6. When Ellucian transitioned out of the full IT managed services arrangement, the inheriting team received the codebase but limited supporting documentation. OIT has since rebuilt documentation through operational experience and from primary references such as the 2020 AR System Analysis. The current state of documentation is partially reconstructed rather than purpose-built.

A separate documentation pattern emerged from the 2020 Ellucian-conducted AR System Analysis. TSU has substituted Argos-driven reports for several Banner-native processes documented in the 2020 AR System Analysis; details appear in Section 1.3.

3.7 Key Findings

Strengths

- Banner access provisioning operates through a manager-initiated workflow routed to module owners and data owners with automated HR-integrated deprovisioning. This is a meaningful operational improvement over the 2020 paper-based baseline.
- Infrastructure and networking staffing is reported as sufficient for current Banner-related interaction work and no overwhelming need was identified.
- Formal ITIL-aligned ServiceNow operation for incident, change, problem, and request management within TSU's scope.
- ServiceNow Asset Management module rollout is under way for TSU-owned assets.

Gaps and Risks

- Limited Banner functional capacity outside OIT in most business departments with heavy OIT dependence for testing, configuration, and operational changes.
- Ellucian-owned work becomes ‘projects’ that adds 2 to 4 weeks to routine work; offshore delivery contributes to time-zone delays.
- No standing ERP governance committee or IT steering committee identified.

- Specialization difference between the original implementation team and the current consulting team persists.
  - Institutional knowledge is concentrated in long-tenured staff.
  - The current consulting team focuses on the baseline product and operates with less depth on inherited customizations than the original implementation team had.
- User training is informal, conference-based, and concentrated with individuals
- Broad functional confidence is not built across departments.
- Performance capacity rebalancing events on the Ellucian side have occurred
  - TSU observed each through routine monitoring and Argos metrics, raised the observation with Ellucian, and capacity was adjusted in response. Detailed infrastructure performance sits within Ellucian's managed-cloud service boundary.

Implications

- The ERP-functional capacity gap is the single largest staffing-side investment opportunity surfaced by the assessment.
- The vendor-relationship friction pattern is structural; specific remediation options (escalation paths, expedited-patch mechanisms for security-critical issues, dedicated escalation contacts) should be pursued in vendor discussions.
- Standing ERP governance is a low-effort, high-signal organizational change worth recommending in Section 6.
- Knowledge transfer with long-tenured staff is the right remediation pattern (not multi-year documentation rebuild); the 2020 AR System Analysis is one component of the institutional historical record worth preserving alongside this work.
- The clean access-provisioning improvement (paper to workflow) is a model for other operational improvements worth crediting and learning from.

3.8 Prioritized Recommendations: IT Staffing

Priority	Recommendation	Effort	Timeline
1	Establish embedded or aligned ERP-functional roles in priority business units. The HR-consultant model (dedicated consultant supplementing OIT support, handling configuration, submitting Action Line tickets) was cited by other groups as the target. Consider Finance, Registrar's Office, and Admissions as initial priorities.	Medium	FY2027
2	Formalize a standing ERP governance forum (Chief Administration Officer, Controller, OIT leadership, etc.) with a standing agenda. No new committee structure required but a recurring meeting with a clear charter.	Low	Q4 FY2026
3	Develop an internal ERP training program covering the highest-value functionality identified by users (workflow capabilities, Self-Service Banner 9). Move beyond conference dependence and self-directed learning.	Medium	FY2027

Priority	Recommendation	Effort	Timeline
4	Document the existing Banner configuration and customization layer as a multi-year operational investment rather than a one-time project. Use the 2020 AR System Analysis as a baseline reference for AR-side customizations.	High	FY2027 to FY2028

Table 7: Priority Recommendations with Effort and Timeline

Section 4 Security, Access & Compliance

This section assesses the security posture of TSU's Banner environment across identity and access management, data security and FERPA compliance, vulnerability management, and network security. The principal source is the Security and Compliance discovery session, with cross-references to Infrastructure and Business Users discovery findings.

4.1 Identity & Access Management

Banner access is provisioned through a manager-initiated request and approval workflow. The manager initiates the access request for a new employee. The request then routes through module owners and data owners, who approve or decline based on the requested access scope. Approved requests route to OIT for technical execution. This separation of duties (business-side approval, OIT-side execution) is documented and is a meaningful uplift from the 2020 paper-based baseline described in the Ellucian-conducted AR System Analysis.

Deprovisioning is automated based on HR separation data. When an employee changes job or department, security is automatically reset to a self-service level and the manager must submit new access paperwork for the new role. This is a meaningful operational improvement over the historical baseline: a 2020 Ellucian-conducted AR System Analysis described the AR access process as paper-based at that time. The current workflow-driven, HR-integrated process represents a material capability uplift in user-access governance.

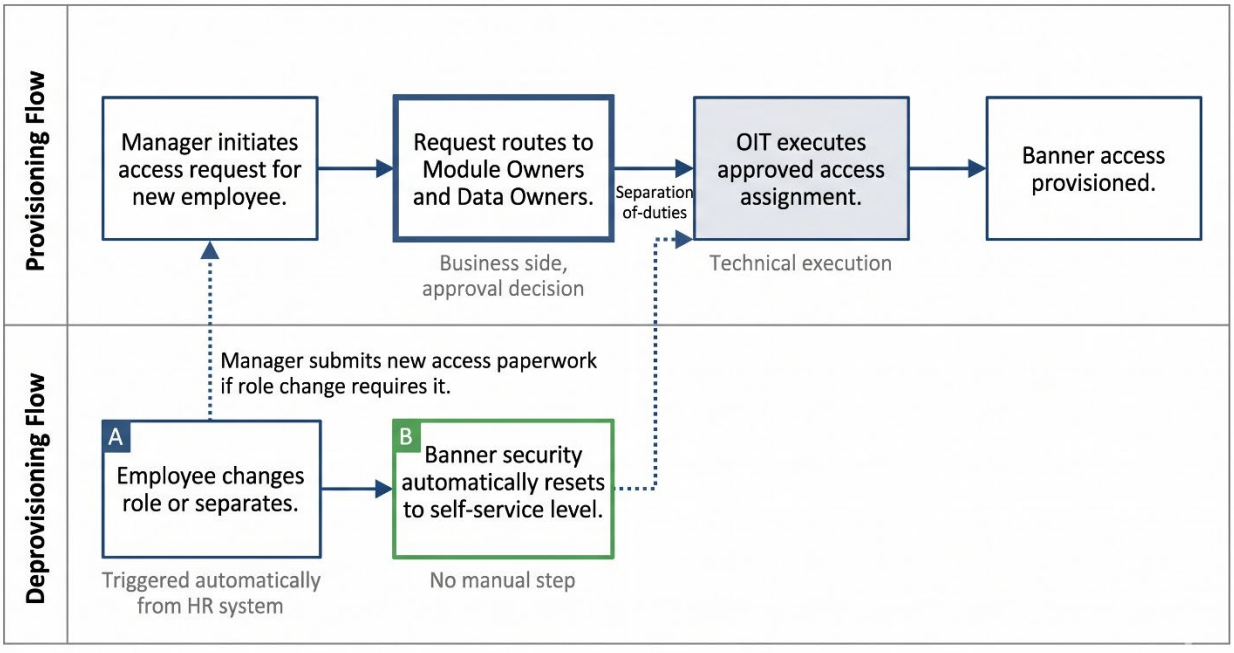


Figure 7: Banner Access Provisioning and Deprovisioning Flow

Authentication uses Azure SSO at TSU, which connects via an Ellucian intermediary identity provider before authorizing access to Banner. The intermediary IDP is Ellucian-managed and operates as a pass-through; the specific configuration is set on the Ellucian side and is not visible to TSU. Multi-Factor Authentication is enforced through TSU's Azure SSO and applies by default to Banner and other Azure-SSO-integrated applications.

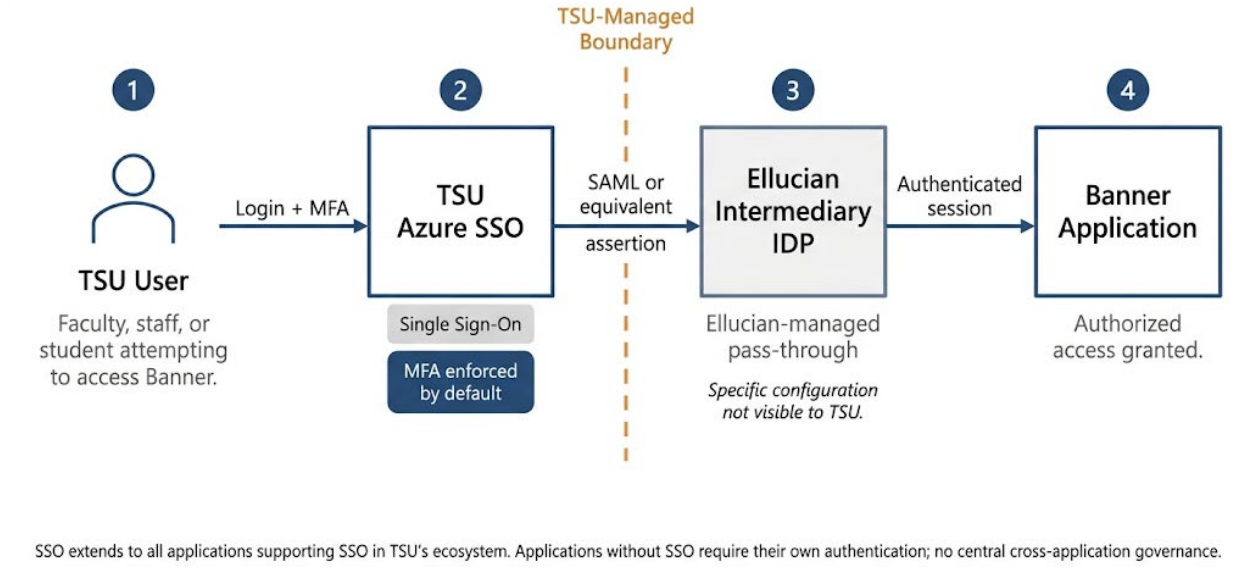


Figure 8: Banner Authentication and SSO Flow

TSU has approximately 150 Banner security groups spanning HR, Finance, Student, and other ERP domains. Module owners on the business side are responsible for their respective groups and have final approval on group membership. When Ellucian delivers a new Banner page, the module owner approves which security group(s) it should be assigned to. The 2020 AR System Analysis documented a quarterly review of users and security classes as part of TSU's practice.

Privileged and administrative Banner accounts follow the same request, approval, and review workflow as standard accounts, with an added layer of scrutiny for elevated access.

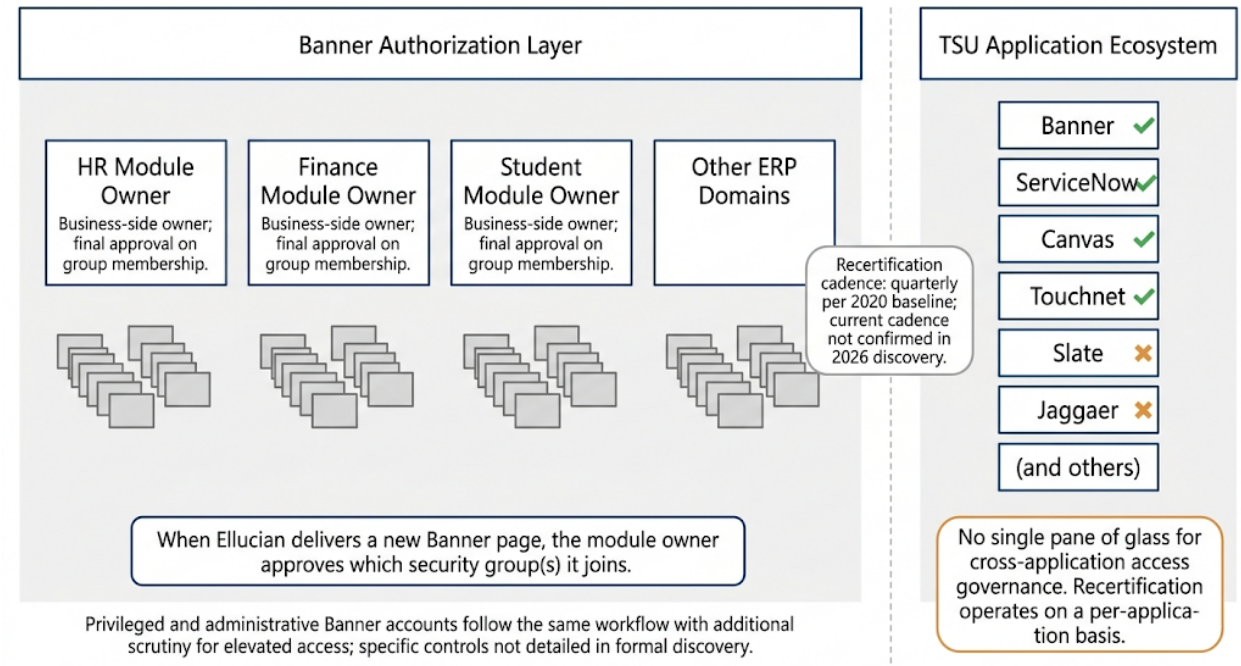


Figure 9: Banner Authorization and Cross-Application Governance

Access governance across TSU's application ecosystem has the following posture:

- SSO extends to all applications in TSU's ecosystem that support SSO.
- Applications that do not support SSO require their own authentication mechanisms.
- There is no single pane of glass for cross-application access governance.
- Access recertification operates on a per-application basis rather than as a unified institutional review.

4.2 Data Security & FERPA Compliance

Banner stores and processes multiple categories of sensitive data. These include student personally identifiable information (PII), financial data (AR balances, transaction history, refund records), HR and payroll data (compensation, benefits, personnel records), and academic records subject to FERPA. The data classification discussion in discovery focused on the controls applied to this data rather than on a formal classification taxonomy. TSU does not maintain a documented data classification scheme distinct from regulatory definitions (FERPA-protected and PII).

Data classification at the table or attribute level was not detailed in formal discovery. A formal data-classification inventory mapping protected data to specific Banner modules and supporting integrated systems would strengthen TSU's data-protection posture and is recommended in Section 6 (Action 5 in the consolidated register).

No specific data residency or data sovereignty requirements restricting Banner hosting were identified at the TSU level. Where Ellucian physically hosts Banner data and what jurisdictions apply are details that sit with Ellucian; the vendor confirmed in session that hosting is not on Oracle Cloud (Oracle is an Ellucian competitor) and that the Oracle relationship is for HOSAL licensing only, not hosting.

Audit logging within Banner (who accessed what data, when, from where) is part of the Banner platform and is administered through Ellucian's managed environment. Per Ellucian's response, Ellucian operates central audit logging at its end, monitoring access to production and non-production environments, failed login attempts, administrator account access, vulnerability scan information, and virtual machine changes. The structural condition is that Ellucian's customer disclosure model does not surface this log content to TSU; TSU sees what Ellucian surfaces through application-level reports and self-service. Independent infrastructure-level log review is not available to TSU.

Encryption posture per Ellucian: Data in transit is encrypted over public networks via TLS 1.2, SFTP, and IPSec. Data at rest is encrypted using AWS Key Management Service (KMS) with a master-key plus data-key hierarchy. S3 objects are automatically encrypted at rest. Customer-managed-key options and Banner-level audit-log policy were not detailed in the response and remain follow-up items.

4.3 Vulnerability Management & Security Program

Vulnerability management for the Banner environment is entirely Ellucian's responsibility under the managed-cloud arrangement. TSU has no independent vulnerability scanning, patching authority, or remediation visibility on the Banner-hosting infrastructure. The structural division is clear: Ellucian owns infrastructure-level vulnerability management; TSU owns the application-configuration layer (Banner page assignment, security group membership, business-rule definition) and the endpoint and network layer up to the IPSec tunnel.

No known security breaches or audit findings related to Banner data have been reported in the past three years. This positive signal is reinforced by Finance leadership's statement in Business Users discovery that no audit findings or adverse opinions on internal controls and security access have been received for Banner or other TSU systems. Both signals point to a clean operational record on Banner security and access controls in the recent past.

TSU's broader security program is enterprise-managed across several dimensions:

- SSO and MFA are centrally applied.
- Access governance is HR-integrated.
- ServiceNow supports incident and change management.
- Operations are aligned to ITIL practices.

The Banner-specific security posture inherits this baseline, with module-owner approval acting as the institutional gate on Banner access.

Vulnerability management posture per Ellucian:

- Ellucian's cloud Information Security Program is ISO 27001:2022 certified.
- SOC audit reports are produced annually and available via Ellucian's Trust Center (trust.ellucian.com).
- Third-party penetration testing is conducted annually; specific results are not shared with customers.
- Continuous vulnerability identification and remediation is operated using enterprise-class scanning tools.
- Detection and prevention controls use AWS-native tooling and layered defense rather than traditional IPS or IDS.

4.4 Network Security

Banner network connectivity is carried over an IPSec tunnel between TSU and the Ellucian-hosted environment. The campus firewall on TSU's side operates in HA configuration with two firewalls. Bandwidth is provided by two 10 Gbps circuits and no bandwidth bottlenecks have been reported.

Observed tunnel protocols include SFTP and FTP (TCP 21) for file exchange. Web traffic for user access flows over HTTPS, also tunneled. Traditional segmentation concepts (VLAN, DMZ) do not apply in the conventional sense because the Banner application stack is off-premise and accessed via the tunnel. From TSU's network perspective, the Banner environment is effectively external and reached only via the tunnel.

Argos's connection to the Banner Oracle database is not via the IPSec tunnel. Argos is co-hosted in the Ellucian cloud on an Ellucian-managed server and connects to the Banner Oracle database locally (within the Ellucian cloud) via Oracle TNS. Other Evisions products in the same suite are similarly co-hosted in the Ellucian cloud and connect directly to the database from within that environment. Governance, query control, and audit ownership for these in-cloud database connections sit with Ellucian, not TSU.

Security event detection and forensic capability for the Banner environment is structurally absent on the TSU side. This is a consequence of the Ellucian Managed Cloud arrangement. Log access, telemetry, and Banner-level security event data are internal to Ellucian's operations. TSU sees what Ellucian surfaces through application-level reports and customer-portal disclosures. Independent infrastructure-level security review is not available.

A planned TSU-side firewall hardware upgrade in Q1 2028 will require the IPSec tunnel to be rebuilt. This is a known operational dependency to plan for but is outside the 12-to-24-month assessment horizon.

4.5 Key Findings

Strengths

- Workflow-driven access provisioning with HR-integrated deprovisioning; meaningful uplift from the 2020 paper-based baseline.
- Azure SSO with default-enforced MFA across Banner and other SSO-integrated applications.
- Approximately 150 Banner security groups with module-owner approval; defined separation of duties.
- No known Banner security breaches or audit findings on access controls in the past three years.
- Two 10 Gbps circuits with HA firewall configuration; no bandwidth issues reported.
- Ellucian's cloud Information Security Program is ISO 27001:2022 certified, with SOC audit reports available via the Ellucian Trust Center; third-party penetration testing is conducted annually.
- Encryption in transit uses TLS 1.2, SFTP, and IPSec; encryption at rest uses AWS Key Management Service with master-key plus data-key hierarchy.

Gaps and Risks

- TSU has no independent security event detection or forensic capability for the Banner environment. Infrastructure log access sits with Ellucian as part of the managed-cloud service boundary and is not exposed to customers. Ellucian operates central audit logging on its side, so the gap is in customer disclosure rather than in monitoring practice.
- Two-portal incident pattern: TSU ServiceNow plus Ellucian customer portal, with no system-level integration; for Ellucian-detected events, TSU visibility depends on Ellucian disclosure.
- No central pane of glass for cross-application access governance and recertification operates per application.
- Access recertification cadence not explicitly confirmed (2020 baseline was quarterly).
- Customer-managed-key options for AWS KMS and Banner-level audit-log access policy operate within Ellucian's standard managed-cloud service configuration.

Implications

- The clean access-controls baseline is a real positive for the institutional record; worth crediting in any leadership-level discussion of Banner posture.
- The structural security visibility gap is not a TSU capability problem; it is a managed-cloud-arrangement consequence. Mitigation requires either contractual change or platform change.
- Cross-application access governance is a candidate Section 6 organizational-capability recommendation.
- Network security finding (Argos in-cloud) clarifies that database-perimeter concerns are not in scope for TSU; the in-cloud database governance question shifts to Ellucian.

Section 5 Hosting Model Evaluation

This section evaluates TSU's current hosting arrangement and considerations relevant to any potential transition. The current arrangement is operationally close to SaaS but with material differences in cost, control, and migration optionality. The section incorporates findings from the Enterprise Applications, Infrastructure, Ellucian Vendor, Business Users discovery, and Leadership sessions, with contract evidence from the FY26 Cloud Services Renewal, the Oracle HOSAL, and the TCC Interagency Agreement.

5.1 Current Hosting Arrangement

TSU operates Banner under an Ellucian-managed hosted model in which Ellucian owns and controls the full infrastructure stack. Underlying hardware, data center, operating systems, database platform, and the related operational controls sit with Ellucian. Per Ellucian's response, Banner is hosted on AWS in a single-tenant application architecture with a single-tenancy database tier; TSU's Banner environment is in a dedicated AWS account. Specific data center locations are not published, but data is stored in U.S. based AWS availability zones.

TSU's retained scope is limited to the application layer: Banner configuration, business rules, reporting setup, integration management outside the Ellucian perimeter, and day-to-day functional support to the extent it does not require Ellucian involvement. Technical configuration is owned by OIT; business configuration is owned by the respective functional departments. In practice, OIT is frequently asked to assist business areas with setup and configuration even where the business-ownership boundary applies.

Infrastructure-level visibility into the Banner hosting environment sits with Ellucian as part of the managed-cloud service model. TSU does not have direct access to dashboards or administrative consoles for server count, resource allocation, CPU, memory, storage, or network topology, since the infrastructure layer is operated and monitored within Ellucian's service boundary. Argos surfaces limited RAM and CPU metrics for one production server through its reporting function, which TSU uses for spot-checks where helpful.

Two capacity-rebalancing events on the Ellucian side were noted during the period covered by this assessment. In each instance, TSU observed a change in performance characteristics through routine operational monitoring and through the limited metrics surfaced by Argos. TSU raised the observation with Ellucian, and capacity was adjusted in response. Detailed telemetry for capacity-allocation changes resides within Ellucian's managed-cloud operations; the standard customer disclosure model for this kind of change is something TSU and Ellucian can discuss as part of ongoing relationship management.

Contract configuration: The FY26 Cloud Services Renewal specifies:

- 1 Production instance plus
- 2 Non-Production instances of the Banner ERP Base (Database, JobSub, Banner Self-Service, Banner 9 Applications, BEP, BEIS, ESM, Payment Gateway Interface, Site-to-Site VPN, Ethos API Framework) plus
- 1 Additional Non-Production Instance.

Connectivity is provided via Site-to-Site VPN and Ellucian Cloud Peering Service (Tier 1). The production-availability SLA is 99.5%. See Appendix B for the complete contracted service configuration.

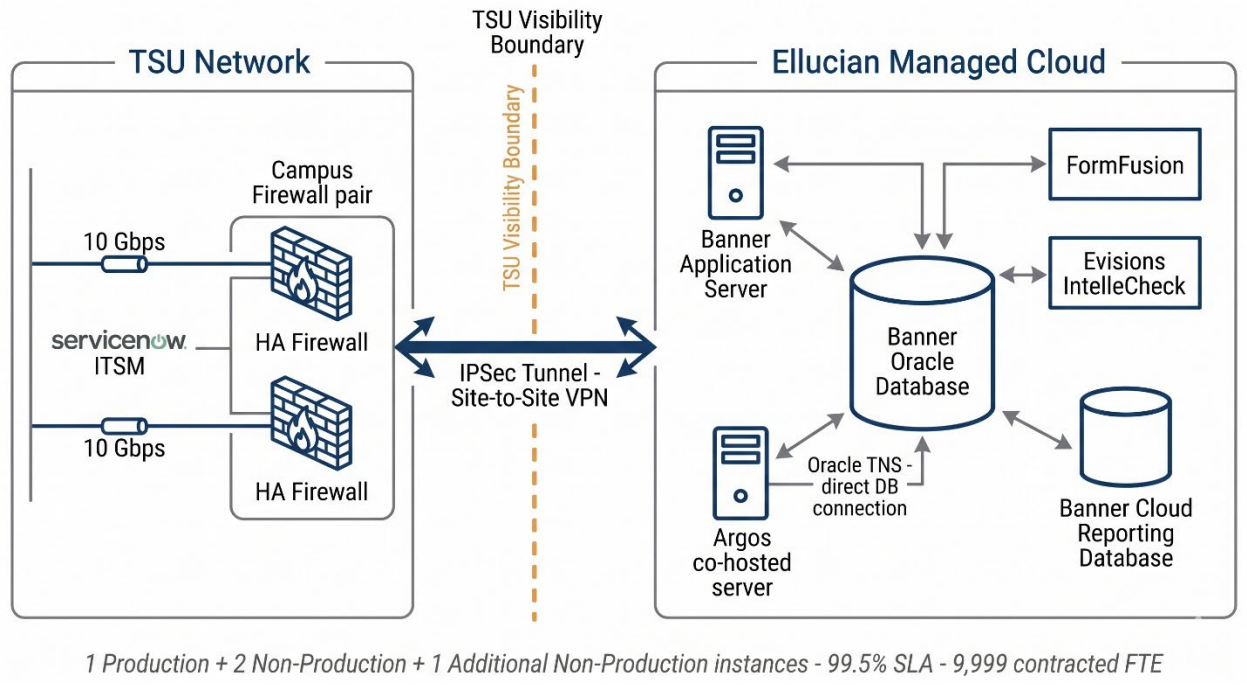


Figure 10: Current Banner Hosting Architecture

5.2 Ellucian's SaaS Offering vs. Current Model

Ellucian has presented its cloud SaaS product to TSU and has indicated SaaS is the recommended long-term direction. Conversations with TSU about migration are active and recent. From Ellucian's vendor-session framing, the substantive differences between TSU's current arrangement and the SaaS offering are: Per Ellucian’s response, SaaS is more expensive than the managed-cloud arrangement; Ellucian identified cost as a factor in TSU's evaluation.

Dimension	Current State: Managed Cloud	Future Option: Ellucian SaaS
Hosting model	Ellucian-managed cloud on AWS; single-tenant; dedicated AWS account.	Ellucian SaaS on AWS; single-tenant per Ellucian's response.
Customization capability	Source-code customizations possible; TSU's current customization layer.	Configuration and add-ons; source-code customization generally not supported.
Update cadence	Q1 upgrade cycle with scheduling flexibility.	Monthly installations.
Patch model	Some items patched; some require full release.	Generally faster patch availability.
Migration effort to reach this state	Current state; no migration needed.	Ellucian quotes 18 months; subject to customization-mapping outcome.
Cost	Current managed-cloud contract terms.	More expensive than managed cloud per Ellucian’s response.
Reporting tooling	Argos as report writer (current).	Insights as report writer (Ellucian's successor product).

Table 8: Managed Cloud and SaaS Comparison Across Operational Dimensions

This comparison is intended to inform a working-level evaluation, not to recommend either state. Both are viable; the decision depends on TSU's specific objectives.

- Customer-side management responsibility is reduced under SaaS; Ellucian manages the platform.
- Direct database access is reduced under SaaS; customer queries route through Ellucian tools (principally Insights, the SaaS reporting and analytics platform that replaces Argos).
- Update cadence is regular and automated under SaaS rather than the in-between cadence of the current managed-cloud arrangement.

The pathway for migrating Banner customizations and integrations to the SaaS environment is a topic for detailed exploration before any migration decision is finalized. Ellucian has indicated that customizations will be migrated as part of the 18-month implementation cycle. Because SaaS platforms generally support configuration and add-ons rather than source-code customization, identifying the specific mechanism for each TSU customization translation into supported configurations, replacement with native SaaS features, retirement, or maintenance through an extension framework is an important precondition to validating effort and timeline.

Ellucian has signaled that Argos will be replaced by Insights under the SaaS offering. Because Argos is the operational basis of TSU's financial statement generation and substitutes for several Banner-native processes (Collections-tracking, fee-assessment error detection, third-party billing distribution, Financial Liability Statement compliance, refund review), the Argos-to-Insights transition is a separate vector from any SaaS Banner migration. The question is not only whether Insights has equivalent capability but whether Insights is included in TSU's current license footprint and on what timeline support for Argos ends.

5.3 Transition Considerations

> **Scope note:** This section identifies preconditions and considerations relevant to a potential transition to Ellucian's formal SaaS offering. It is not a migration plan. In-depth financial or technical migration modeling is out of scope for this engagement.

In its written response, Ellucian has formally recommended SaaS migration for TSU, with an estimated implementation timeline of approximately 18 months and acknowledgement that SaaS is more expensive than the current managed cloud offering. This vendor recommendation is documented input for the platform-direction discussion. It does not change the assessment's institutional-decision posture: platform direction remains TSU's call, and the working-level evaluation captured in this section's considerations remains the recommended path before any decision is finalized.

Three considerations are most relevant to any transition evaluation:

- **Customization migration.** The undocumented configuration layer from the prior managed-services era and the named customizations from the 2020 AR System Analysis (TWPPAID, custom TSAMASS-substitute) cannot be assessed for SaaS compatibility without Ellucian's disclosure. This is a prerequisite-discovery item before any transition assessment can be considered complete. The vendor 18-month estimate is driven primarily by customization volume; without an inventory, the estimate is not directly verifiable. An additional input from Ellucian's response indicates that several integrated applications, including Canvas (LMS), Axiom (integration hub), and CourseLeaf (catalog management), are identified by Ellucian as requiring additional attention during any SaaS transition, meaning their current configuration patterns would require attention as part of any SaaS transition. Whether the constraint is in the

application's architecture or in TSU's specific integration pattern will require further exploration.

- **Integration rationalization.** TSU's current environment uses SnapLogic and FTP-based processes as the primary middleware for complex or non-standard integrations. Moving to SaaS would require evaluating each non-Ethos pre-built integration against what Ethos natively supports. Argos-driven operational workflows would also need to be migrated to Insights or replaced.
- **Oracle HOSAL non-portability.** TSU does not hold Oracle Database licenses independently. The HOSAL is Ellucian's Oracle licensing arrangement extended to TSU as a benefit of the managed-cloud contract. The contract states explicitly that the HOSAL 'is not available if the systems are not hosted with Ellucian' and 'may only be used in conjunction with the applications hosted by Ellucian.' If TSU were to discontinue Ellucian's hosting in a scenario where Oracle continued to be needed, TSU would need to establish a direct Oracle license relationship. The specific Oracle license components covered (Oracle Database Enterprise Edition, Diagnostics Pack, Tuning Pack at 13 virtual processors) are listed in Appendix G; 2 Oracle Programmer perpetual licenses would survive. In a SaaS migration scenario (either to Ellucian SaaS on AWS or to a non-Oracle alternative), this constraint would generally not bind because Oracle would not be needed in the destination state. Documenting the non-portability as a contractual fact is appropriate for any platform-direction discussion.

Two informal timeline estimates from discovery deserve to be documented side-by-side, though they concern different migrations. The vendor-stated estimate (Ellucian) is 18 months for a managed-cloud to SaaS Banner migration, driven primarily by customization volume. A user-side caution (Business Users discovery) noted that Oracle's 6-month implementation claim for other schools could realistically extend to 2.5 years at TSU. Whether the same TSU-specific factors would similarly extend an Ellucian 18-month estimate is not directly stated but is a reasonable concern. Both estimates are informal and should be replaced with a structured assessment if a migration evaluation proceeds. Due consideration should be given to the time required for staff to learn new software, distributed business-process ownership across departments, and the pace at which process changes propagate.

Importantly, TSU has already conducted competitive ERP evaluation demos with Oracle, Workday, and Ellucian. The decision on whether to proceed with a SaaS transition or consider an alternative platform sits at the President and Cabinet level. The outcome of that institutional conversation will materially affect whether this section's considerations are operationalized. One discovery observation is worth surfacing: business-user discovery participants reported that those demos were attended primarily by Vice Presidents and select leadership, with limited working-level user participation. The institutional record of who attended which demo was not independently verified; if migration moves forward, working-level functional comparison should be conducted.

5.4 Ellucian Vendor Perspective

The Ellucian vendor session was held on May 7, 2026 with Ellucian Account Management and Cloud Services representation. Several substantive items were captured in session:

- Long-term direction: full SaaS company; over 50 SaaS implementations completed.
- Migration estimate for TSU: approximately 18 months from managed-cloud to SaaS, driven primarily by customization volume.

- Active engagement: conversations with TSU about migration are recent (most recent was end of April 2026); cost was identified by Ellucian as TSU's primary concern in those conversations.
- Argos to Insights: Insights is Ellucian's full data-lake and analytics platform; it replaces Argos under the SaaS offering.
- Hosting: Banner is not hosted on Oracle Cloud (Oracle is an Ellucian competitor); the Oracle relationship is HOSAL licensing only.
- Release cadence: fixes wait for the full software release so that all integrations are fully tested before release.
- Confidentiality: per Ellucian's service model, certain operational details (deployment scripts, internal infrastructure specifics) are internal to Ellucian's managed-cloud operations.

Many vendor-session questions were routed to specialized Ellucian teams for resolution. Ellucian provided substantive responses to a majority of these in the May 2026 response, and several remaining items have been incorporated through inline analysis where they do not change the substance of the findings.

Two contracted products are scheduled for cancellation: Per Ellucian’s response, the Liquidation Charges represent products TSU has requested to cancel; both Banner Advancement and Banner Alumni Self-Service will be discontinued at the end of FY 2026 (August 31, 2026), so FY27 charges should be zero.

> **Vendor-bias methodology note:** Because Ellucian is the same vendor whose product is being assessed for retention or replacement, vendor-session content carries a structural framing bias. Vendor-stated facts are captured here; vendor-stated framings (e.g., 'the difference between managed cloud and SaaS is not that much') are noted but weighted against TSU-side independent evidence where it exists. Appendix D documents the methodology.

5.5 Key Findings

Strengths

- Managed-cloud arrangement is operationally close to SaaS; significant management responsibility already sits with Ellucian.
- Strong contracted SLA (99.5% production availability) with documented response targets.
- Two 10 Gbps circuits and HA firewall on TSU side; bandwidth has not been a constraint.
- Comprehensive product suite under managed cloud, including Banner ERP base plus Evisions, DegreeWorks, Touchnet, and others.
- Banner is hosted on AWS in a single-tenant architecture with a dedicated AWS account, confirmed in Ellucian's response.

Gaps and Risks

- Infrastructure-level visibility for the Banner hosting environment is operated within Ellucian's managed-cloud service boundary, consistent with the service model. Capacity-

rebalancing events that occurred during the assessment period were observed by TSU through routine monitoring and resolved in conversation with Ellucian
- Oracle HOSAL non-portable: exit from Ellucian hosting in a scenario where Oracle continued to be needed would require a separate Oracle relationship.
- Ellucian has confirmed Argos will be succeeded by Insights as part of the SaaS migration path. The licensing relationship of Insights to the SaaS bundle and the migration timeline require additional discussion.
- Pathway for migrating Banner customizations to the SaaS environment warrants detailed mapping before any migration decision is finalized. SaaS platforms generally support configuration and add-ons rather than source-code customization, so identifying the specific treatment for each TSU customization (translation, replacement, retirement, or extension framework) is a precondition to validating effort and timeline.
- Per Ellucian’s response, SaaS is more expensive than the current managed-cloud arrangement; cost has been identified by Ellucian as a factor in TSU's evaluation.
- Several integrated applications were identified in Ellucian’s response as requiring additional attention during any SaaS transition, including Canvas (LMS), Axiom (integration hub), and CourseLeaf (catalog management). The migration implications for these applications require further evaluation.
- 18-month SaaS migration estimate is unverified against TSU's specific customization layer.
- Business-user discovery participants reported limited working-level user participation in the competitive ERP demos that have already taken place.

Implications

- The Oracle HOSAL non-portability is a contractual fact to disclose in any platform-direction discussion; its practical impact depends on the exit scenario.
- The Argos-to-Insights succession is tied to the SaaS migration path; near-term planning input is needed as TSU shapes its platform-direction discussion. Financial reporting depends on Argos today.
- The customization migration is an impediment for any reliable migration timeline. Until resolved, the 18-month estimate is aspirational rather than a verified project plan.
- The applications identified by Ellucian as requiring additional attention (Canvas, Axiom, CourseLeaf) point to integrations that will need attention regardless of when migration proceeds.
- Working-level user functional comparison should be conducted if migration proceeds; institutional decisions made without this carry operational risk during cutover.

Section 6 Vision & Action Plan

This section synthesizes findings from Sections 2 through 5 into a forward-looking vision for TSU's ERP environment and IT operations, and presents a prioritized set of actions to advance toward that vision. The vision is anchored to Ascend 2030, TSU's institutional strategic plan, which leadership identified as a significant point of alignment for the assessment.

6.1 Vision Statement

By 2030, TSU operates a technology environment that visibly supports the Ascend 2030 Renew, Enhance, and Expand strategic principles. The ERP platform serving as the institution's operational backbone, whether the current Banner deployment evolved to its next state or an alternative platform selected through institutional evaluation, runs reliably with clear governance. Functional capability for the ERP environment is embedded in or aligned with key business units rather than concentrated in OIT. Financial reporting flows from the system of record to published statements with minimal manual formatting effort. Reporting capability is current, whether via the Argos-to-Insights migration or via a platform-native successor. Vendor relationships are structured to support day-to-day operations. The Ascend 2030 milestone of 85 percent help desk satisfaction is a useful indicator of progress along this path.

The vision is grounded in what discovery confirmed about TSU's current state. Operational basics are largely in place: identity and access, network connectivity, and application functionality for core business processes. The advancement work ahead is structural rather than capability-based: addressing the inherited customization layer, reducing manual effort in financial-statement formatting, building business-side ERP-functional expertise, navigating vendor-driven changes (such as the Argos-to-Insights succession), and establishing standing governance for the ERP environment. The platform-direction question itself is open: TSU may continue on Banner, evaluate Ellucian's SaaS offering, or assess alternatives such as Workday or Oracle Cloud ERP. Each option carries different cost, customization, and migration profiles, and each warrants working-level evaluation by the institution before any platform decision is finalized. This assessment does not recommend a specific platform direction; that determination is an institutional decision that benefits from the kind of structured comparison this report supports.

6.2 Strategic Themes

Five strategic themes organize the action plan below. They map directly to the Ascend 2030 Renew, Enhance, and Expand principles.

Theme	Ascend 2030 Mapping	Summary
Resolve known constraints	Renew	Address the specific items that block institutional decisions: customization inventory, Argos-to-Insights migration, audit-context clarity, financial-statement-generation pipeline.

Theme	Ascend 2030 Mapping	Summary
Strengthen institutional governance	Renew	Establish standing ERP governance. Document an accounting-authority chain. Clarify audit-engagement protocols.
Build business-side capability	Enhance	Embed Banner-functional roles in business units. Develop internal training. Reduce OIT dependence for routine operational changes.
Make informed institutional decisions on platform direction	Enhance / Expand	Conduct working-level functional evaluation of platform options. Obtain non-vendor migration estimates. Assess full total cost of ownership, including HOSAL implications.
Strengthen vendor and partner engagement	Expand	Restructure the current Ellucian relationship to include strategic dialogue. Pursue contractual changes for security event visibility and incident notification. Clarify Insights licensing. As platform-direction evaluation proceeds, engage alternative-platform vendors (such as Workday and Oracle) through working-level discovery on equivalent footing rather than vendor-led demos.

Table 9: Strategic Themes Mapped to Ascend 2030

6.3 Consolidated Action Register

The table below brings together prioritized actions from across all four assessment areas. Sequencing appears in Section 6.5 and is anchored to TSU's September-to-August fiscal year cycle.

#	Action	Domain	Priority	Effort
1	Resolve the customization inventory with Ellucian. Start from named items in the 2020 AR System Analysis (TWPPAID, custom TSAMASS-substitute, named detail codes). Clarify what has been preserved, modified, abandoned, or grandfathered through transitions.	Banner / Hosting	P1 (Critical)	Medium
2	Clarify the Argos-to-Insights migration. Obtain timeline, license footprint, capability mapping for TSU's specific Argos use cases (financial statement generation, Collections-tracking, fee-assessment errors, third-party billing, Financial Liability Statement compliance, refund review).	Hosting / Vendor	P1 (Critical)	Low

#	Action	Domain	Priority	Effort
3	Address the financial-statement formatting burden. The condition is operational, not a data-integrity issue: Banner is the system of record, balances flow unchanged through Argos and tie to the audited Banner source, but the manual formatting effort is concentrated in the Controller's office each reporting cycle. Path forward: engage Ellucian consulting to validate and configure the Banner Finance GASB statement generation capability that is included in the product but was not set up during TSU's original implementation; complete training for Controller's office staff. Ellucian's written response confirmed this capability exists within Banner Finance and does not require a separate licensed module. Insights under SaaS may also support financial statement reporting; Banner-roadmap availability is a Product Management question for TSU.	Banner / Finance	P1 (Critical)	Medium
4	Establish a standing ERP governance forum including the Chief Administration Officer, the Controller, and OIT leadership. Set a standing ERP agenda with a quarterly cadence as a starting point. No new committee structure is required.	Governance	P1 (Critical)	Low
5	Establish embedded or aligned ERP-functional roles in priority business units (Finance, Registrar, Admissions). The HR-consultant model is the precedent. Treat as multi-year investment, starting with one priority unit.	IT Staffing	P2 (High)	Medium to High
6	Document the existing Banner configuration and customization layer through structured knowledge transfer with long-tenured staff (such as Earl Thomas in Student Accounting and other team members named in Business Users discovery as carrying institutional memory of the customizations). Pair this with structured onboarding for the current CAG consulting team on the inherited customization layer. Both components can be completed within one year; together they address the underlying training gap from the prior consultant transition. The 2020 AR System Analysis serves as a starting reference for the	Banner / Governance	P2 (High)	High

#	Action	Domain	Priority	Effort
	AR-side. Coordinate with Ellucian inventory work in Action 1.			
7	Develop an internal ERP training program. Focus initially on workflow capabilities and Self-Service Banner 9 (highest-value uses cited by business users). Reduce conference dependence.	IT Staffing	P2 (High)	Medium
8	Restructure the Ellucian relationship cadence to include strategic dialogue. Add quarterly forward-looking review to the existing weekly operational cadence. Establish escalation contacts for security event notification.	Vendor	P2 (High)	Low
9	Document an accounting-authority chain for finance-system configuration decisions when accounting standards conflict with vendor-driven defaults. Address the OIT-Finance governance tension surfaced in discovery.	Governance / Finance	P2 (High)	Low
10	Address residual 2020 AR System Analysis findings still operational. Specifically: status of AR-to-GL reconciliation, detail codes lacking chart-of-accounts mapping, manual refund process, and verification of recurring journal entry automation adoption (FGAAUTO capability exists in Banner Finance per Ellucian vendor response). Determine what remains and what has been resolved.	Finance / Banner	P2 (High)	Medium
11	Cross-application access governance review. Inventory which TSU applications are SSO-integrated and which are not; assess whether a cross-application IGA or PAM tool would close the governance gap.	Security	P3 (Medium)	Medium
12	Working-level functional evaluation if platform-direction work proceeds. Whatever decision the President and Cabinet make on platform direction, working-level user evaluation must precede major commitment. Plan to include functional users in any future demo or evaluation cycle.	Strategic	P3 (Medium)	Medium
13	Complete the routing of any remaining functional-area follow-ups (e.g., AP, Grants, Financial Aid). Assign each to a named owner	Multiple	P3 (Medium)	Low

#	Action	Domain	Priority	Effort
	and track resolution through standard channels.			

Table 10: Consolidated Action Register

6.4 Risk Register

The table below identifies the top risks emerging from the assessment, with severity rated on a low/medium/high scale for impact and likelihood.

Note: Some of these are conditional risks that materialize only if specific decisions or actions are taken (for example, exiting Ellucian hosting, or proceeding to a platform decision without working-level evaluation), while others are inherently present in the current operating environment. The action register is designed to mitigate or prepare for both categories.

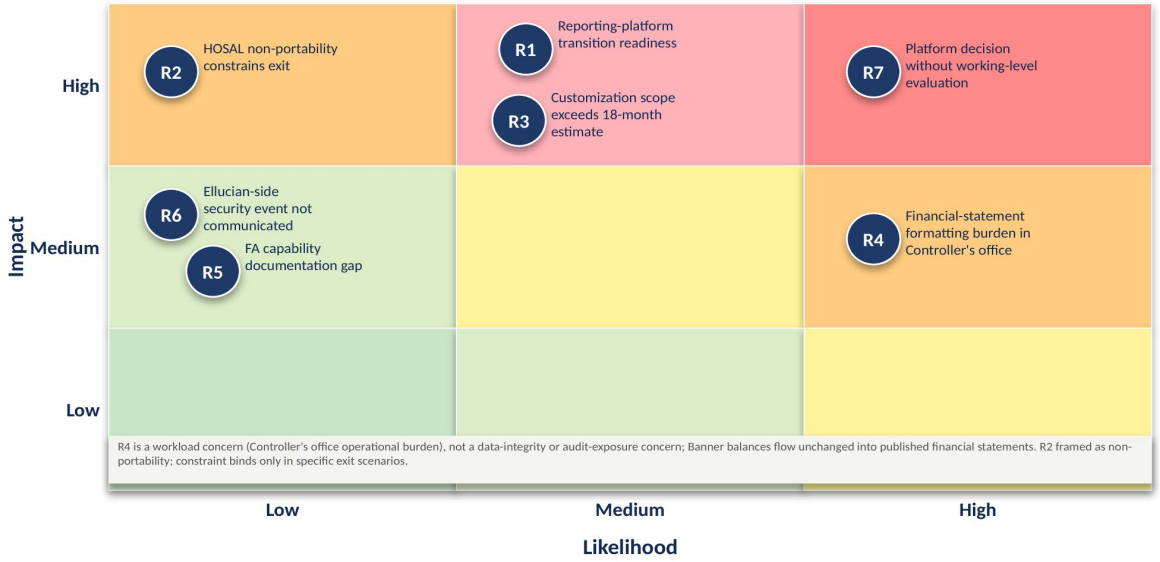


Figure 11: Risk Heat Map Plotting Seven Identified Risks

#	Risk	Impact	Likelihood	Mitigation (Action #)
R1	Reporting-platform transition readiness: Ellucian has indicated Argos will be succeeded by Insights as part of the SaaS migration path (not an independent product retirement). TSU lacks current clarity on timeline, license footprint, and capability mapping for the financial-reporting use cases that depend on Argos today.	High	Medium	Action 2

#	Risk	Impact	Likelihood	Mitigation (Action #)
R2	Oracle HOSAL terminates on exit from Ellucian hosting; TSU has no Oracle relationship to fall back on.	High	Low (only if exit is initiated)	Section 5.3 HOSAL disclosure; Section 6.4 closing note requiring disclosure in any platform-direction discussion
R3	Customization layer is more extensive than current OIT staff are aware; Platform or SaaS migration scope is materially larger than 18 months.	High	Medium	Actions 1, 6
R4	Manual formatting of financial statements each reporting cycle creates concentrated operational burden in the Controller's office. Risk is workload concentration and key-person dependency, not data integrity or audit exposure. Banner balances flow unchanged into the published statements.	Medium	High	Action 3
R5	Concentration of FA functional capability in user-built automation (UC4 jobs, rules configuration, algorithmic builds) that may not be documented for transferability; institutional resilience depends on documentation rather than on any individual's continued tenure.	Medium	Low to Medium	Action 6 (documentation through structured knowledge transfer)
R6	Ellucian-side security event detected but not communicated to TSU; impact on FERPA or other compliance posture.	Medium	Low	Action 8 (contractual notification escalation)
R7	Platform-direction decision made by leadership without working-level functional comparison; cutover problems emerge during implementation.	High	Medium-to-High, conditional on a migration decision being made	Action 12

Table 11: Risk Register

6.5 Suggested Sequencing

Sequencing is anchored to TSU's fiscal year (September 1 through August 31). The current fiscal year is FY2026 (Sep 2025 to Aug 2026). The report is being delivered in Q4 FY2026 (May 2026), so near-term actions land in the closing months of FY2026 and the opening months of FY2027.

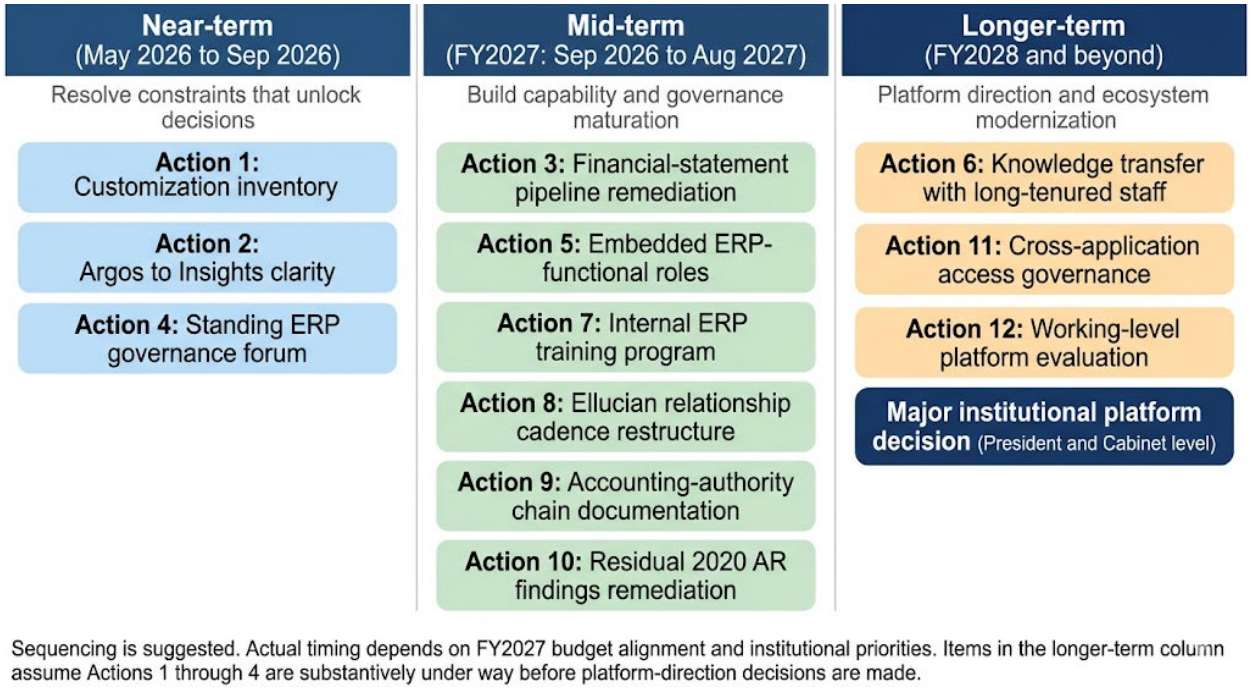


Figure 12: Suggested Sequencing Roadmap Across Fiscal Years

Near-term (May 2026 through Sep 2026: Q4 FY2026 close-out and FY2027 opening)

The near-term focus is on resolving constraints that block institutional decision-making. These are the items that, once resolved, unlock everything else. Most are low-effort and high-signal.

- Action 1: Customization inventory with Ellucian (begin).
- Action 2: Argos to Insights migration clarity.
- Action 4: Standing ERP governance forum (organize and convene first meeting before FY2026 close).

Note: The FY2027 budget is typically developed in April to May 2026 and approved by the Board of Regents in mid-August. If any actions in this register require FY2027 budget allocation, they should be surfaced for budget consideration as part of the April-May review cycle. The standing governance forum recommendation (Action 4) requires minimal-to-no budget impact and can proceed immediately.

Mid-term (Sep 2026 through Aug 2027: FY2027)

The mid-term focus is on capability-building and governance maturation. Most items here require FY2027 budget alignment.

- Action 3: Financial-statement-generation pipeline remediation.

- Action 5: Embedded ERP-functional roles in business units (priority unit first).
- Action 7: Internal ERP training program.
- Action 8: Restructured Ellucian relationship cadence.
- Action 9: Accounting-authority chain documentation.
- Action 10: Residual 2020 AR findings remediation.

Longer-term (Sep 2027 onward: FY2028 and beyond)

The longer-term focus is on institutional platform direction and ecosystem modernization. Items in this horizon require larger budget commitments or institutional-level decisions.

- Action 6: Knowledge transfer with long-tenured staff and structured CAG onboarding on inherited customizations.
- Action 11: Cross-application access governance investment.
- Action 12: Working-level functional platform evaluation (if platform-direction work proceeds).
- Major institutional platform decision (President and Cabinet level).

Sequencing dependencies: Actions 1, 2, 3, and 4 should be substantively under way before institutional platform decisions are made. The HOSAL non-portability (Section 5.3) must be disclosed in any platform-direction discussion regardless of timing. The Ascend 2030 anchoring is in place as the foundation for Section 6 strategic-theme work.

> **Closing note:** *The actions in this register are organized to support institutional decision-making, not to predetermine it. The Section 5 Hosting Model Evaluation identifies the Oracle HOSAL non-portability, the Argos succession, and the customization-migration mechanism as open questions any platform-direction decision must account for. The Section 6 vision and recommendations are designed to be substantively useful whether TSU continues with Ellucian Banner, transitions to Ellucian SaaS, or moves to a different platform entirely. The recommendations on governance, capability-building, financial-pipeline remediation, and audit-context clarity apply across any of those scenarios.*.

Section 7 Appendix

Appendix A Participants & Sessions Conducted

All discovery sessions and named participants. Roles reflect titles at time of engagement (May 2026).

Session	Date (2026)	Duration	Participants
Pre-discovery call	March 26	1 hour	Dr. Rodney Smith (Chief Administration Officer); Senthil Nathan (DIR STS Engagement Lead)
JAD 1 / JAD 2	March 23 / March 26	2 hours each	DIR STS Engagement team; TSU OIT representation; framework and assumption alignment
S1: Enterprise Applications	May 4	2 hours	Longin Gogu (Director of Enterprise Applications)
S4: Business Users & Banner Functional Health	May 5	2 hours	Ariana Contreras (Registrar's Office); Admissions leads; HR representatives; Faculty / Staff representatives
S2: Infrastructure & Network	May 6	2 hours	Mark O'Loughlin (Director of Infrastructure); Gaston Tsamo (Network Manager); Longin Gogu (Director of Enterprise Applications)
S5: Ellucian Vendor	May 7	2 hours	Chris Larson (Ellucian Account Management); Santiago Roa (Ellucian Cloud Services)
S4: Business Users: Finance Discovery Session	May 7 May 11 May 13 May 14	30 minutes each	Multiple finance, AR, FA, and Budgeting participants including Jerelyn Lemmie (Student Accounting), Jeff Thomas (Student Accounting) Errol Thomas (Business and Finance), Vernecia Henry (Enrollment Systems), Latisha Marion (Financial Aid), Melanie Jackson (Operations and Procurement), Michelle John (Research and Innovation), Paula Stapleton (Business and Finance), Dantes Davis (Grant Accountant), Diane Lewis (Grant Contracts)
S3: Security & Compliance	May 7	2 hours	Longin Gogu (Director of Enterprise Applications); Mark O'Loughlin (Director of Infrastructure)
S6: Leadership & Strategic Direction	May 11	1 hour	Dr. Rodney Smith (Chief Administration Officer). President was scheduled but did not attend.

Table 12: Discovery Session Participant Roster

Appendix B Contracted Infrastructure Configuration

Source: Attachment 2 (Schedule A to Exhibit 1) of the Ellucian Managed Cloud Services Renewal Order Form (T0025-270719-061125), effective September 1, 2025. This represents the contracted service configuration and system inventory for TSU's Banner environment as documented in the FY26 Cloud Services Renewal.

Contract configuration

Item	Detail
Customer	Texas Southern University
Contracted FTE	9,999 FTE
Allotted Registration Concurrency	1,000 concurrent users
Production Instances	1 Production instance of Banner ERP Base (Database, JobSub, Banner Self-Service, Banner 9 Applications, BEP, BEIS, ESM, Payment Gateway Interface, Site to Site VPN, Ethos API Framework)
Non-Production Instances	2 Non-Production instances + 1 Additional Non-Production Instance
Annual Fee	Documented in contract; figure not included in this report
Uptime SLA	99.5% availability target for production instance
Uptime Commitment Note	Target, not a contractual obligation per contract language
Support Hours (standard)	Mon-Fri 8:00 AM to 8:00 PM Eastern (excluding holidays)
Support Hours (P1 outages)	24x7x365 via telephone

Table 13: Contracted Infrastructure Configuration

Contracted product components

Items marked with an asterisk were contracted and deployed in the managed environment but were not referenced in any discovery session. Active use and configuration should be confirmed with OIT and in Ellucian vendor follow-up.

Product Component	Production Instances	Non-Production Instances
Ellucian DegreeWorks	1	1
Ellucian DegreeWorks Transfer Equivalency	1	1
Evisions Argos	1	1
Evisions FormFusion	1	1

Product Component	Production Instances	Non-Production Instances
Evisions IntelleCheck *	1	1
Banner Enterprise Job Scheduler (Automic)	1	1
Banner Cloud Reporting Database w/ Near Real-Time Reporting *	1	1
Banner Document Management (1TB)	1	1
Software Svcs Delaware Axiom Elite for HE	1	1
Ellucian Cloud Peering Service (Tier 1)	1	1

Table 14: Banner Product Component Environments

Baseline integrations (per contract)

Function	Path	Protocol
Upload or Download of data	Internet, Site to Site VPN, Cloud Peer	Secure File Transfer
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print
Directory Authentication	Site to Site VPN, Cloud Peer	Secure LDAP (based on client directory)

Table 15: Integration Paths by Function

SLA priority response targets

Priority Level	Definition	Target Response
P1 - Critical	Production instance not available or full system/software failure preventing critical operations	1 hour or less
P2 - High	Partial failure or failure significantly hindering critical operations on the day reported	4 hours or less
P3 - Medium	Intermittent failure or significant delay; processing not critical to day's operations	1 business day or less
P4 - Low	Defect exists but does not significantly affect critical processing	3 business days or less

Table 16: Ellucian Support Tier Response Targets

Per contract, response time targets 'should not be construed as contractual obligations.' They indicate the target interval for initial contact after triaging and routing, not complete resolution.

Appendix C Integration Inventory

See Section 2.5 for the integration inventory table. A complete inventory mapping each integration to direction (one-way or two-way), criticality, health status, and documentation status is recommended as a Section 6 Action 7 deliverable.

Appendix D Assessment Methodology & Rating Criteria

Methodology. The assessment combined six formal discovery sessions, multiple Finance follow-up sessions, contract review (FY26 Cloud Services Renewal, TCC Interagency Agreement, Oracle HOSAL Renewal), review of a historical Ellucian-conducted Accounts Receivable System Analysis from 2020, and the engagement charter and pre-discovery materials. Findings are cross-referenced in a discovery workbook.

Vendor-bias methodology

Historical and current documentation from the vendor whose product is being assessed (Ellucian) carries a structural framing bias. This is acknowledged explicitly throughout the report. Factual artifacts in such documents (named customizations, observable workflows, named participants, specific forms in use) are treated as reliable evidence because they are developed with TSU staff present. Interpretive framing, attribution of causation, and recommendations carry vendor incentives that are weighted accordingly. The report distinguishes the two in source citations and in cross-cutting findings.

Domain rating definitions

The overall domain ratings in Section 1.3 use a simplified traffic-light scale to give the institutional reader an at-a-glance view of each domain's status. Each rating in this report appears as a color-coded cell in the rating table.

Rating	Meaning
Green	Domain is in good shape; operational basics are confirmed; gaps are minor or are normal-operations items.
Yellow / Green	Domain has strong operational basics with one or more notable gaps that are addressable through normal management attention.
Yellow	Domain is functional but constrained by structural or operational issues that require deliberate institutional attention.
Yellow / Red	Domain has serious structural constraints that require institutional-level decisions and may have material financial or operational consequences.
Red	Domain has critical issues requiring immediate institutional intervention. (No domain in this report is rated Red.)

Table 17: Domain Rating Scale Definitions

Rating criteria for Key Findings tables

Strengths are findings confirmed by multiple discovery sources or contract evidence, with positive operational impact, that are reasonable to preserve through future-state changes.

Gaps and Risks are findings confirmed by at least one discovery source, with documented operational or strategic impact, that are addressable through recommendations in Section 6.

Relevance to TSU: contextualizes each finding against TSU's specific operating model, strategic plan, audit context, and resource posture.

Appendix E Contract Summary & Annual Spend Analysis

TSU's Ellucian-related technology spend for FY2026 is governed by three separate contracts.

Contract	Vehicle / Parties	Purpose	Term
TCC Interagency Agreement (LMC0005497)	LIT as TCC Administrator; TSU as TCC Member; Ellucian LLC	Banner software maintenance and third-party product maintenance (Automic, Argos, FormFusion, Xtender, fsaAtlas, DegreeWorks, FA FM)	Sept 1, 2025 to Aug 31, 2026
Ellucian Managed Cloud Services (T0025-270719)	Ellucian Company LLC / TSU. Signed by Chief of Staff	Full managed cloud hosting: infrastructure, OS, database, application runtime, Ethos API, VPN, 9,999 FTE capacity	Sept 1, 2025 to Aug 31, 2026
Oracle HOSAL Renewal (T0025-271997)	Ellucian / LIT / TSU. Signed by Chief of Staff	Hosted Oracle Subscription Access: Oracle DB Enterprise Edition, Diagnostics Pack, Tuning Pack for 13 virtual processors. NON-PORTABLE: terminates if Ellucian hosting discontinued.	Sept 1, 2025 to Aug 31, 2026

Table 18: Contract Inventory

> **Critical transition constraint:** The Oracle HOSAL is non-transferable. If TSU discontinues Ellucian hosting for any reason, the HOSAL terminates entirely on that date with no conversion or porting option. TSU would lose all Oracle Database Enterprise Edition, Diagnostics Pack, and Tuning Pack rights immediately and would need to establish a direct Oracle relationship and re-license at full market rates. Only 2 Oracle Programmer perpetual licenses survive. This must be disclosed in any platform-transition or ERP-replacement evaluation.

Cost observation: Liquidation Charges

TSU has documented FY2026 charges for Banner Advancement and Banner Alumni Self-Service under Liquidation status. Per Ellucian’s response, both products are scheduled for cancellation at TSU's request and will be discontinued at the end of FY 2026 (August 31, 2026), with FY27 charges expected to be zero.

Appendix F Source Document Index

All discovery materials referenced in this report are maintained in the engagement SharePoint and the discovery workbook. Primary sources:

- TSU_Banner_Discovery_Workbook_v6.xlsx (master workbook, 144 verified questions, 15 cross-cutting findings, 8 engagement context items)
- FY26 Cloud Services Renewal Order Form (T0025-270719-061125); FY26 Oracle HOSAL Order Form (T0025-271997); FY26 TCC Interagency Agreement (LMC0005497)
- Renew TSU AR System Analysis Report (Ellucian, April 1, 2020, prepared by Tim Johnson and Diana Heitman, 17 pages, 28 named TSU participants)
- Ascend 2030 strategic plan (detailed version from Office of Data Analysis and Assessment)

Appendix G Licensed Product Inventory & Annual Maintenance Costs

Source: FY2026 TCC Interagency Agreement (LMC0005497_TEXASS_3-1), signed August 28, 2025. All figures are annual maintenance costs; the 2.75% LIT administrative fee is applied to the subtotal.

Ellucian products

Product	Category
Banner Student	Core ERP - Student
Banner Financial Aid	Core ERP - Financial Aid
Banner Finance	Core ERP - Finance
Banner HR	Core ERP - Human Capital Mgmt
Banner Employee Self-Service	Self-Service - HR
Banner Student Self-Service	Self-Service - Student
Banner Faculty Self-Service	Self-Service - Faculty
DegreeWorks & DegreeWorks Transfer Equivalency (TreQ)	Degree Audit
fsaAtlas (Student & Scholar Management for Banner)	International Students
Banner Finance Self-Service	Self-Service - Finance
Banner Integration for Xtender (Document Management)	Document Mgmt Integration

Table 19: Core Ellucian Product Maintenance Summary (FY2026)

Third party products

Product	Category
Banner Enterprise Job Scheduler (Automic - UNIX Agent, Automation Engine, Graphical Analysis, Banner Agent)	Batch Scheduler
Evisions FormFusion (BDS Integration, Email w/Encryption, PL SQL Director)	Print / Output
Evisions Argos (Advanced Features & Enterprise)	Reporting & Analytics
EMC ApplicationXtender (Desktop, Web Access .NET, QuickScan Pro)	Document Management
Application Xtender Reports Management (PDF Print Stream, Server, Test Bundle)	Document Management
Application Xtender Test Bundle	Document Management
Ellucian Application Xtender xPlore (Full Text Server, Full Text Client, OCR Server)	Document Management
Financial Aid FM Needs Analysis	Financial Aid

Table 20: Ellucian Add-On Product Maintenance Summary (FY2026)

Liquidation charges - verify active use

Product	Status
Banner Advancement	LIQUIDATION
Banner Alumni Self-Service (Advancement Self-Service)	LIQUIDATION

Table 21: Liquidation Charges Products

Oracle License Requirements (TSU's Responsibility - HOSAL Model)

TSU provides the Oracle licenses listed below for use within the Ellucian managed cloud environment. These are not independently held by TSU; they exist exclusively under Ellucian's HOSAL arrangement and are inseparable from the Ellucian hosting contract. All licenses below, except the 2 Oracle Programmer perpetual licenses, terminate immediately if Ellucian hosting is discontinued. There is no conversion or porting option.

Oracle License Component	Qty	Provided By
Oracle Database Enterprise Edition	13	Texas Southern University

Oracle License Component	Qty	Provided By
Oracle Diagnostics and Tuning Pack	13	Texas Southern University
Oracle Programmer License (PERPETUAL - survives transition)	2	Texas Southern University
SSL/TLS Certificate	1	Ellucian

Table 22: Oracle HOSAL License Components

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute an Agreement with Iron Brick Associates, LLC for Workday Human Resources, Payroll, Finance, and Budgeting Software and Implementation Services

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests authorization to negotiate and execute an agreement with Iron Brick Associates, LLC for the University's Workday HR/Finance Modernization Project. The proposed agreement includes ten years of software subscriptions, training credits, and implementation and change-management services.

Iron Brick Associates, LLC serves as the authorized supplier and contracting intermediary. Workday, Inc. provides the software platform, and Incline Alchemy, Inc. provides implementation services. The incorporated order form and statement of work establish the respective responsibilities of the University and these providers.

The software scope includes human capital management, benefits, wellness, U.S. payroll, recruiting, time tracking, absence management, talent management, core financials, procurement, financial planning, grant management, travel and expense management, Workday Data Cloud Professional, Workday Flex Credits, and Workday Success Plan—Accelerate. Implementation services include project governance, configuration, data conversion, integrations, reporting, testing, change management, deployment, and defined post-production support. Financial planning and Prism are designated as Phase 2 implementation components.

The project is intended to standardize administrative processes, reduce manual transactions, improve workforce and financial reporting, strengthen approval and access controls, and support institutional budgeting and financial stewardship. Implementation planning will address integration with Ellucian Banner and other retained University systems, data validation, and operational continuity.

The Administration requests Board authorization to negotiate and execute a multi-year agreement with a total lifetime contract value not to exceed $7,939,363.60, inclusive of subscription fees of $5,306,223.60, $39,000 in training credits, and $2,590,900 in implementation services. The FY2027 funding authorization requested is $306,670 for the first-year subscription and training fees, with implementation payments additional to this amount but included within the lifetime authorization. The agreement will include a termination for convenience provision requiring 90 days' notice. Prior to execution, Finance will validate the annual payment schedule, confirm funding availability, and ensure that total contractual obligations remain within the approved lifetime authorization.

Procurement Method
The agreement is issued against OMNIA Partners Contract No. 159124, HR, Finance and Planning, through Region 14 Education Service Center, Texas. The University proposes to utilize cooperative group purchasing pursuant to Texas Education Code §51.9335(a)(4), subject to Procurement's documented best-value determination and confirmation that the final products, services, pricing, and ordering term comply with the applicable cooperative contract.

Procurement will retain the cooperative solicitation and award documentation, applicable amendments, University participation verification, final pricing, and best-value justification. Legal review will address modifications to the cooperative terms and the precedence of the incorporated partner agreements.

Form 1295: Iron Brick Associates, LLC's has been submitted to the State of Texas. Before execution, Procurement will obtain the vendor's completed Form 1295 filed through the Texas Ethics Commission portal and submitted to the University or document an applicable exemption under Texas Government Code §2252.908.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 - Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement
Texas Government Code §2252.908 - Disclosure of Interested Parties [confirm applicability and filing status]

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Contract Term
New Contract | Proposed Ten-Year Software Subscription

The software subscription term is July 2027, through January 30, 2037. Training credits are valid for 18 months from the Order Form Effective Date, defined as the later date of the parties' signatures.

Implementation pre-planning is scheduled to begin in July 2027, with anticipated go-live in September 2028, project completion in October 2028, and final implementation payment in November 2028.

FISCAL IMPACT: Not-to-Exceed | $306,670.00 Lifetime Cost | $7,939,363.60
1000-31205-7262-10 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

-ERP Modernization & Institutional Transformation
-Sample Workday Subscription and Workday End User Agreement (Order Form)
-Two Workday Presentations
-Alchemy Presentation
-Why Workday

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 61.10
MAPP Policy: 01.02.01-Business Administration
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 03.02.02-Code of Conduct Procurement Responsibilities
MAPP Policy: 03.02.03-Purchase of Goods, Materials and Supplies through the Purchasing Department
MAPP Policy: 03.02.08-Prompt Payment and Payment Scheduling
MAPP Policy: 03.07.03-Expenditures and Expenditure Authority
MAPP Policy: 04.06.02-Software License
MAPP Policy: 04.06.08-Change Management
MAPP Policy: 04.06.14-Network Access Security
MAPP Policy: 04.06.15-Network Configuration
MAPP Policy: 04.06.22-Security Standards
MAPP Policy: 04.06.23-Security Training
MAPP Policy: 04.06.27-Vendor Access
MAPP Policy: 08.04.01-Contract Administration
ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
1.3 Grow total enrollment
2.3 Strengthen university partnerships
3.1 Improve student experience — streamline processes/technology
3.2 Strengthen data analytics
3.3 Invest in faculty and staff professional development
3.5 Ensure long-term legacy — diversify revenues, grow endowment
4.1 Update and optimize technology platforms and data governance

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.



10/23/2026

GENERAL COUNSEL **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

CHIEF FINANCIAL OFFICER

10/23/2026

DATE

James Crawford (Oct 26, 2026 19:48:00 CDT)

PRESIDENT

10/26/2026

DATE


TSU
TEXAS SOUTHERN UNIVERSITY
ERP MODERNIZATION &
INSTITUTIONAL TRANSFORMATION
Front Porch Portal | Ellucian Banner Student | Workday Finance & HR

Strategic Approach to ERP Technology Transformation

Under the directive of the President, TSU strategically approached the process of ERP technology transformation



Presidential Directive



Strategic Partnership



Leadership Oversight



Core Objectives

Why TSU Must Modernize Enterprise Systems

Today’s operating model creates service friction, control exposure, and avoidable manual work.



Student Experience

Fragmented digital entry points and manual forms create inconsistent access; legacy Banner customizations constrain modernization.



Finance & Procurement

Manual processing and disconnected reporting limit visibility; audit remediation requires improved controls and financial close processes.



Human Resources

Disparate HR, payroll, and workforce workflows require manual coordination; standardized approvals and integrated reporting are critical.

BUSINESS IMPERATIVE: Simplify processes, strengthen controls, and deliver a connected institutional experience.

The Solution: Three Connected Platforms

Modernizing student engagement, system of record, and administrative operations

Integrated Digital Infrastructure

Front Porch

Student digital front door providing unified access to services and communications. Status: Information Only.

Ellucian Banner SaaS

Modern student system of record for admissions, registration, aid, and reporting. Status: Board Approval.

Workday

Integrated finance, human resources, payroll, and administrative workflows. Status: Board Approval.

CONNECTED THROUGH SECURE INTEGRATIONS, DEFINED DATA OWNERSHIP, AND CONSISTENT INSTITUTIONAL REPORTING.

Unified platform ecosystem for enhanced institutional efficiency.

Higher Education Peers Banner/Workday Experience

Universities across the nation and Texas are choosing this combination



Board Action and Contractual Investment

FY2027 Approval Requests and Termination Provisions

System / Board Item	Requested Action	FY2027 NTE	Termination Clause
Ellucian Banner SaaS	Approval	$2,440,000	Termination for material breach (30-day cure/10-day notice); limited termination for legislative non-appropriation (10-day notice)
Iron Brick / Workday	Approval	$306,000	Termination for convenience with 90 day's written notice
Front Porch Portal	Information Only	$0 incremental	N/A – data provided for approval items only

Ellucian Banner SaaS: 10-Year Cost Analysis

Proposed vs. Current Environment Comparison ($ Millions)

Cost Category	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Total
Current Total	$1.41	1.38	1.45	1.53	1.61	1.69	1.78	1.88	1.98	2.08	$16.80
Proposed Total	2.44	4.04	2.11	1.27	1.31	1.35	1.39	1.43	1.47	1.52	18.33
Net Difference	$1.03	2.66	0.66	(0.26)	(0.30)	(0.35)	(0.40)	(0.45)	(0.51)	(0.57)	$1.53

20-Year TCO Summary: Current State ($44.99M) vs. Proposed SaaS ($36.23M) results in $8.76M in projected savings

Workday Finance & HR: 10-Year Cost Analysis

Proposed Environment ($ Millions)

Cost Category	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Total
Implementation	$-	2.59	-	-	-	-	-	-	-	-	$2.59
Training	-	0.04	-	-	-	-	-	-	-	-	0.04
Subscription	0.31	0.52	0.53	0.54	0.54	0.55	0.56	0.57	0.58	0.60	5.30
Total	**$0.31**	**3.15**	**0.53**	**0.54**	**0.54**	**0.55**	**0.56**	**0.57**	**0.58**	**0.60**	**$7.93**

20-Year TCO Summary: Current State (27.81M) vs. Future State - ($15.29M) results in $12.52M in projected savings

Reach New Heights in Operational Excellence and Innovation

Workday for Higher Education

October 7, 2026



Product Statement

Any unreleased services, features, functionality or enhancements referenced in any Workday document, roadmap, blog, our website, press release or public statement that are not currently available are subject to change at Workday's discretion and may not be delivered as planned or at all.

Customers who purchase Workday services should make their purchase decisions based upon services, features, and functions that are currently available.

workday.

Recording Legal Disclaimer

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Housekeeping Items:

- Demo Agenda
- Recordings
- WOW Cards
- Lunch
- Dial-in Reference
- Hands-on (laptop required)

Workday Confidential

What We Heard

Executive Summary

Challenge

- **Core Systems** are inherently separate databases, 3rd party solutions and custom applications
- **Disparate data** hinders the university's ability to easily pull information and gather insights
- **Manual and frustrating experiences** for employees impact engagement and increase risk

Opportunity

- **Risk mitigation**, standardize business processes, increased compliance, and visibility across TSU
- **Provide leadership actionable data** with drill through capability to meet the needs of a broad range of stakeholders
- Create a **seamless and standardized user experience** by using common tools across functional areas

Value

- **Reduce cost, risk and technology debt** while enabling modern and intuitive tools
- Enable **fast and confident decision making** by providing a real-time, institution-wide data set
- Boost **operational efficiency** across the university, allowing faculty and staff to focus on value-add activities

What We Heard

Tactical Summary

- **“One stop shop”** from recruiting/onboarding through offboarding
  - Centralizing all HR systems/processes into one platform
- **Self-service and automation**
  - Direct deposit and benefit elections.
  - Offboarding/removing access.
  - Off-cycle payroll, retro pay, and late timesheet corrections are currently manual.
  - Automatic org chart
  - Eliminate all paper and manual processes.
- **Compensation**
  - Enabling “what-if” or percentile-based pay analysis
  - Market-based, merit-driven raises
- **Workforce Planning**
  - Forecasting and developing multiple scenarios by adjusting the workforce
- **Reporting**
  - Easier, self-service, real-time reports that you feel confident in
  - Drillability and dashboards
- **Performance and Talent**
  - Enable outcome/goal-based reviews tied to Ascend 2030 Strategic Plan.
  - Focus on retention strategy and talent development
- **Recruiting/Onboarding**
  - Deliver a much better and standardized experience for onboarding new-hires
  - Modern technology will help attract and retain top talent at the institution



1

Enhance the Employee Experience

2

Become a Decision-Ready Institution

3

Achieve Operational Excellence



Enhance the Employee Experience

TSU wants to	Workday gives you
Streamline processes and eliminate manual/paper tasks	Robust business process framework that will digitize and automate university operations
Simplify and centralize data and systems	One system, one user experience driven by best practices
Attract and retain the best talent	Modern, mobile, intuitive platform used by over 50% of the Fortune 500

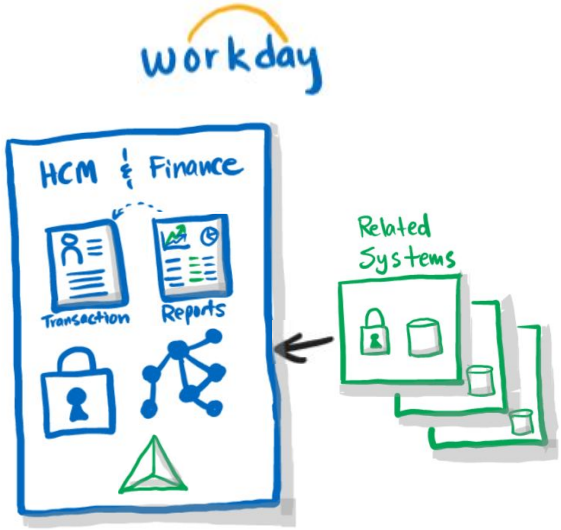
workday.

TSU

Different by Design

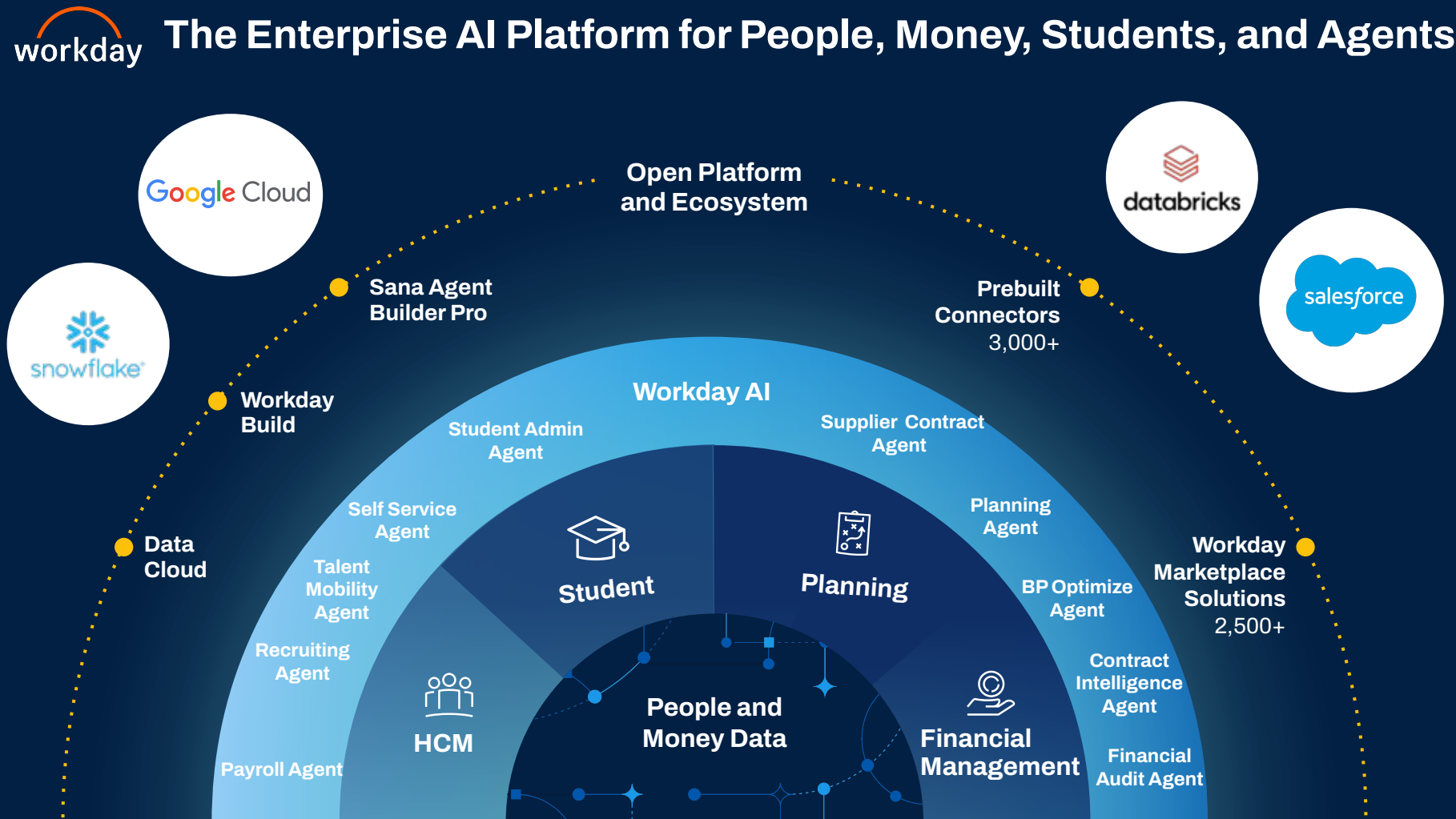


- Multiple Repositories
- Duplicated Security
- Multiple Reporting Solutions



- One Repository
- One Security Model
- One Reporting Solution

Workday Confidential


workday
The Enterprise AI Platform for People, Money, Students, and Agents
Open Platform and Ecosystem
Google Cloud
snowflake
databricks
salesforce
Sana Agent Builder Pro
Workday Build
Data Cloud
Prebuilt Connectors 3,000+
Workday Marketplace Solutions 2,500+
Workday AI
Student Admin Agent
Self Service Agent
Talent Mobility Agent
Recruiting Agent
Payroll Agent
Student
HCM
Supplier Contract Agent
Planning Agent
BP Optimize Agent
Contract Intelligence Agent
Financial Audit Agent
Planning
Financial Management
People and Money Data



Workday

Enterprise Workplace Solutions

Free

Share

1.9M RATINGS	AGE RATING	CHART
4.7 ★★★★★	4+ Years	#13 Business



> Having Workday has allowed us to consolidate systems, create consistency which makes a difference in our ability to serve students, faculty and staff.

Senior Director, Office of Information Technology, Texas A&M

THE TEXAS A&M UNIVERSITY SYSTEM



Become a Decision-Ready Institution

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Drive better decisions	Unified system with embedded analytics to make confident decisions quickly
Have instant visibility across the institution	Real-time data across HR, Payroll and Finance
Prepare for the Future	Flexibility to change and adjust quickly

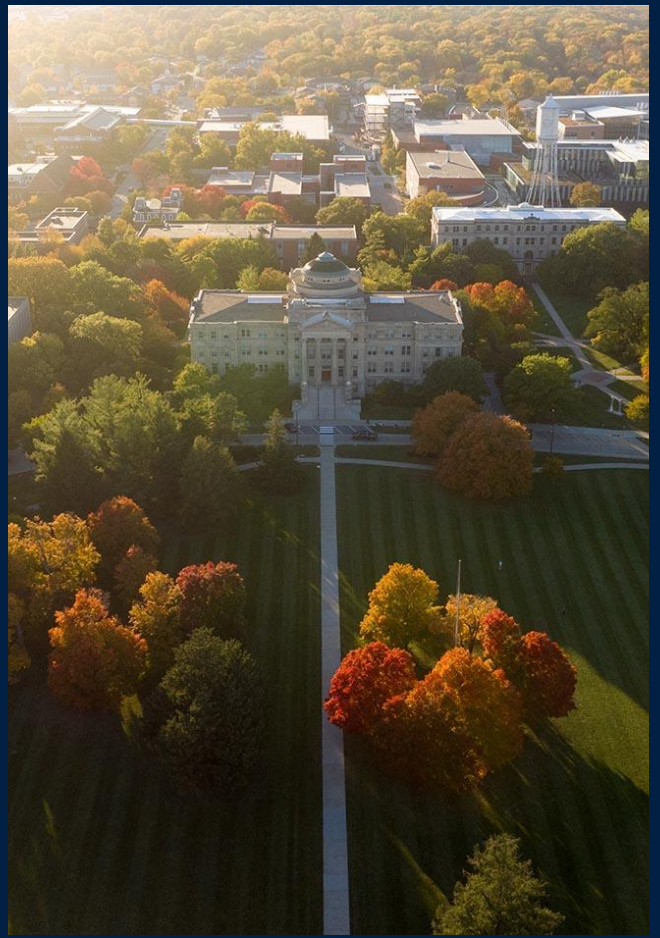
workday.

TSU

“Workday provides that uniform source of data. The reporting is very valuable because people can make better decisions in real time.”

Chief Information Officer,
Iowa State University

IOWA STATE UNIVERSITY



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Achieve Operational Excellence

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Drive efficiency, and focus on more strategic activities	Best Practice Business Processes, embedded AI/ML
Optimize Resources	Streamline processes, so resources can have a greater impact
Mitigate risk, and increase transparency	Built in compliance and always on audit

workday.

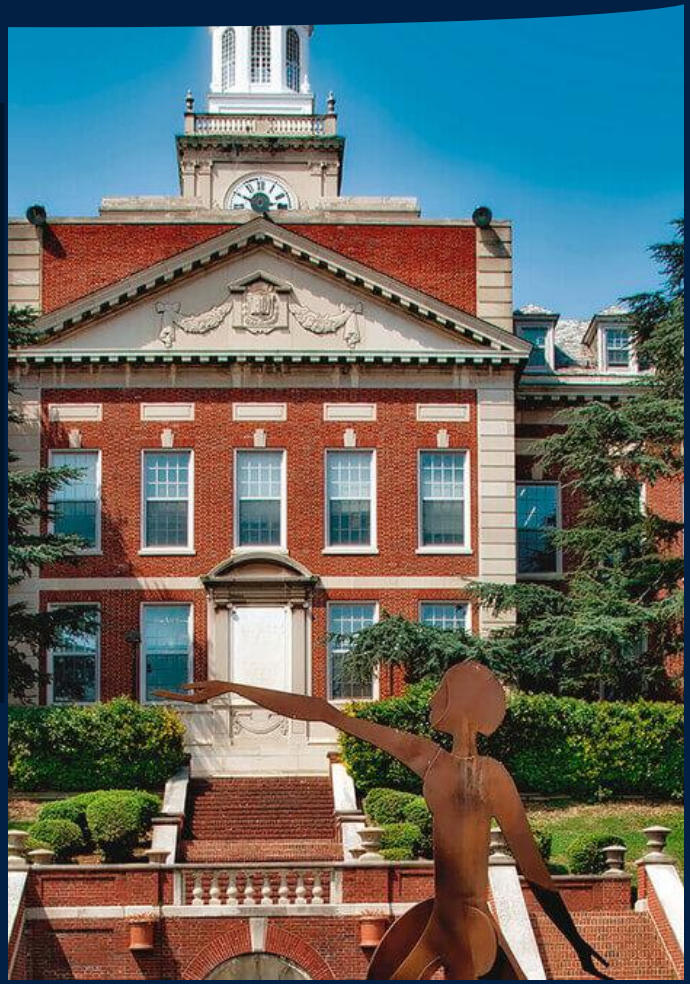
TSU

“

Workday allows individuals to collaborate across functions. Having human resources and financial data in one system allows me to do my job efficiently.”

Interim Chief Financial Officer
Howard University

HOWARD UNIVERSITY
1867

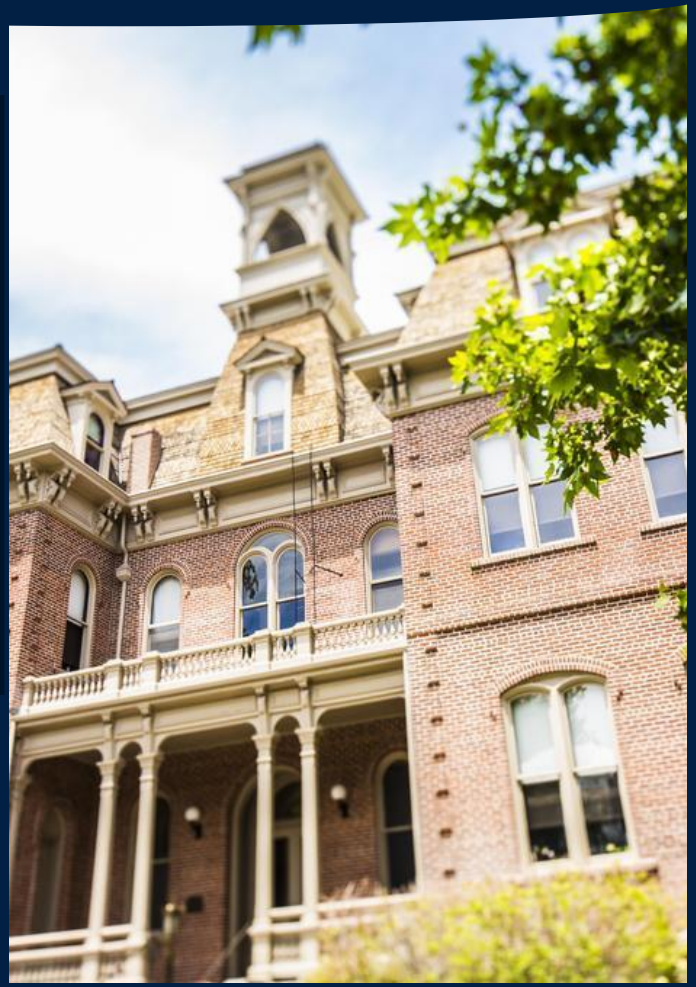


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“The most important benefit we’ve realized from Workday is standardization and efficiencies across the system. With Workday ... employees have one security model, one source of truth.”

Communications & Change Management Lead

Nevada System of Higher Education



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Agentic HR Teammates

Supports the entire workforce lifecycle, from recruiting, HR Operations, service delivery, administrator, and staff experience.

Agentic Finance Teammates

Enables smarter financial decisions, accuracy across the ledger, and optimizes supplier engagement.

Agentic Legal Teammates

Runs legal operations from contract creation to execution and compliance, ensuring institutional integrity.

Agentic teammates across the institution

Agentic Administration Teammates

Turns enterprise operations into intelligence across transcript, forms and application, while reducing risk, and instant response with sourced data.

Agentic Faculty Teammates

Replaces processing tasks with autonomous workflows, while surfacing immediate answers to budget, advisee information, course demand, and more

Agentic Student Teammates

Guides students throughout their educational journey, from support and guidance 24/7 to surfacing campus information, courses, and reminders.



Agentic HR

How will superintelligent agents change how HR teams operate?

1 | Open roles filled in days, not weeks — with AI agents handling repetitive tasks

2 | Real-time understanding of skills gaps and turnover risks before they become problems

3 | Always-on HR support globally, where agentic teammates help employees 24/7

Self-Service

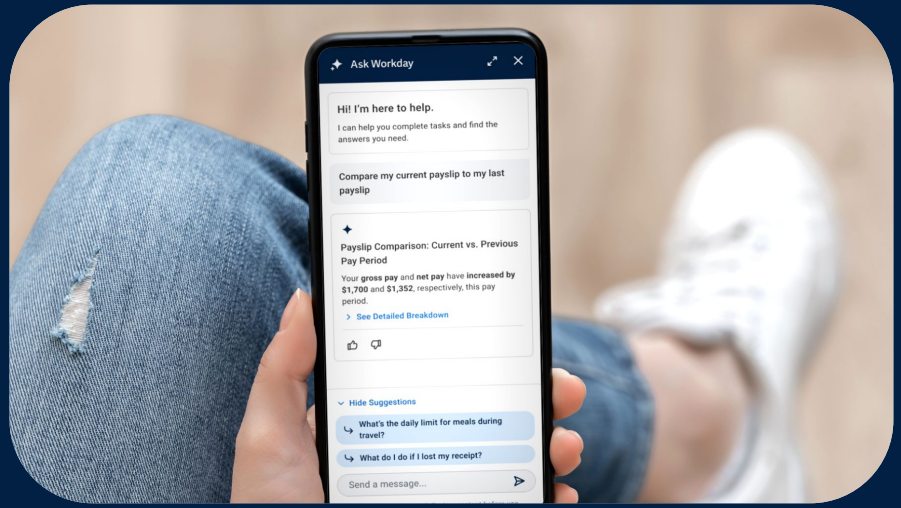
Policy Intelligence for faculty and staff

The Reality Today

Navigating and interpreting fragmented policies—from grant compliance to sabbatical rules—costs institutions thousands of hours in administrative support.

Our Agentic Solution

Equip staff and faculty with 'policy intelligence' guidance, and cited sources to boost self-sufficiency, saving time and costs while driving institutional efficiency and knowledge, while decreasing case volume.



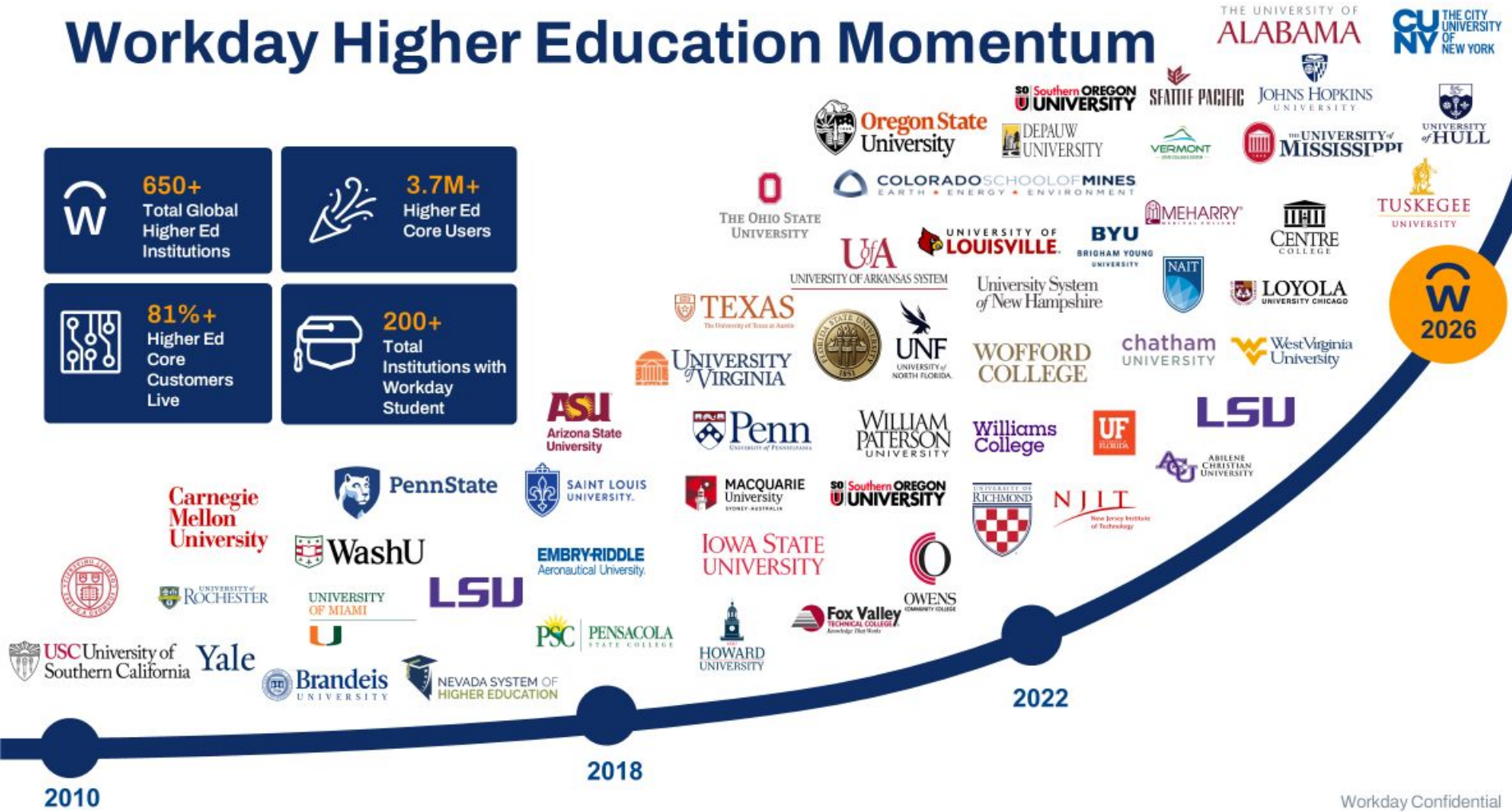
"AI is here to emulate an existing real human person and *give you the answer you need*."

75% ↓
Deflection in Case Volume

30% ↑
Quicker time to resolve HR cases

Modeled impact based on early usage and assumptions

Workday Higher Education Momentum



Workday Confidential

Texas Customers & Community of Success

11 Higher Ed Customers

Same Version, Same Software

3.45M+ Employees

Texas-based Companies Using Workday



Empowering HBCUs with Workday

























A Recognized Leader in Four Magic Quadrant Reports

ERP

Recognized as a Leader[1] in the 2024 Gartner® Magic Quadrant™ for **Cloud ERP for Service-Centric Enterprises.**

Planning

Recognized as a Leader[2] in the 2024 Gartner® Magic Quadrant™ for **Financial Planning.**

HCM

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Student

Recognized as a Leader[4] in the 2025 Gartner® Magic Quadrant™ for **Higher Education Student Information System Software as a Service.**

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2: Gartner Magic Quadrant for Financial Planning Software, Regina Crowder, Matthew Mowrey, Vaughan D Archer, Michelle Carlsen, 18 November 2024
3: Gartner Magic Quadrant for Cloud HCM Suites for 1,000+ Employee Enterprises, Ranadip Chandra, Sam Grinter, Ron Hanscome, Chris Pang, Anand Chouksey, Josie Xing, Harsh Kundulli, David Bobo, Laura Gardiner, Hiten Sheth, Emi Chiba, Travis Wickesberg, and Michelle Shapiro, 23 October 2024
4: Gartner Magic Quadrant for Higher Education Student Information System Software as a Service, Robert Yanckello, Grace Farrell, 19 March 2025

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TSU Tigers @ Workday®



Alani Richardson

Legal Fellow, Workday
Juris Doctor, Thurgood Marshall School of Law
C/O 2025

"TMSL and TSU gave me the foundation to become **one of only four lawyers in the country selected for Workday's inaugural Legal Fellowship Program,** launching my career as a corporate in-house attorney directly out of law school.

I am forever proud to carry the legacy of TSU and TMSL into every room I enter and to represent what is possible when an HBCU education is paired with ambition and purpose!"

Workday Confidential



Monique West

Senior Functional Consultant, Workday
BBA, Accounting, Jesse H. Jones School of Business
C/O 2002

"Attending TSU **ignited my passion for accounting and problem solving.** The community, mentorship, and internship programs at the Jesse H. Jones School of Business provided me with the cutting-edge skills and fearless drive needed to launch a dynamic career in accounting and technology.

Every challenge presented fueled my ambition to push boundaries and shape my career path in accounting and tech!"

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workday | TSU

Reach New Heights in Operational Excellence and Innovation



Workday for Higher Education

October 8, 2026

Product Statement

Any unreleased services, features, functionality or enhancements referenced in any Workday document, roadmap, blog, our website, press release or public statement that are not currently available are subject to change at Workday's discretion and may not be delivered as planned or at all.

Customers who purchase Workday services should make their purchase decisions based upon services, features, and functions that are currently available.

workday.

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Housekeeping Items:

- Demo Agenda
- Recordings
- WOW Cards
- Lunch
- Dial-in Reference
- Hands-on (laptop required)

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What We Heard

Executive Summary

Challenge

- **Core Systems** are inherently separate databases, 3rd party solutions and custom applications
- **Disparate data** hinders the university's ability to easily pull information and gather insights
- **Manual and frustrating experiences** for employees impact engagement and increase risk

Opportunity

- **Risk mitigation**, standardize business processes, increased compliance, and visibility across TSU
- **Provide leadership actionable data** with drill through capability to meet the needs of a broad range of stakeholders
- Create a **seamless and standardized user experience** by using common tools across functional areas

Value

- **Reduce cost, risk and technology debt** while enabling modern and intuitive tools
- Enable **fast and confident decision making** by providing a real-time, institution-wide data set
- Boost **operational efficiency** across the university, allowing faculty and staff to focus on value-add activities

What We Heard

Tactical Summary

- **“One stop shop”** for all institutional operations
- **Self-service and automation**
  - Workflows and business processes are automated and adhere to industry best practices
  - Eliminate all paper and manual processes.
- **Internal Audit and Controls**
  - Always-on-audit, role-based security, AI anomaly detection
- **Expense and Travel Management**
  - Robust and automated expense management. Enables you to consolidate credit cards from 3.
- **Budgeting and Planning**
  - Systematic and automated budgeting process across campus
  - Budget-to-actual variance analysis, position budgeting, and multi-year forecasting.
- **Financial Reporting and Period Close**
  - Real-time, multi-dimensional reporting and drill-down from dashboard to transaction
  - Automate bank reconciliations, allocations, and AP/AR reports
- **Procurement, AP and Contracts**
  - Consolidated, AI-driven contract management
  - PO/Invoice/Receipt matching. Automation through OCR.



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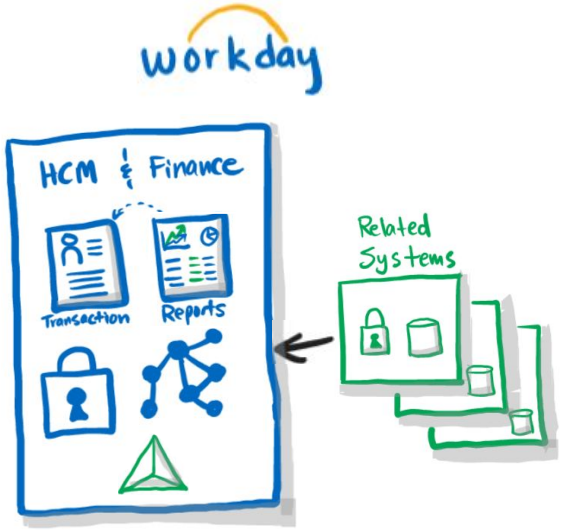
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TSU

Different by Design



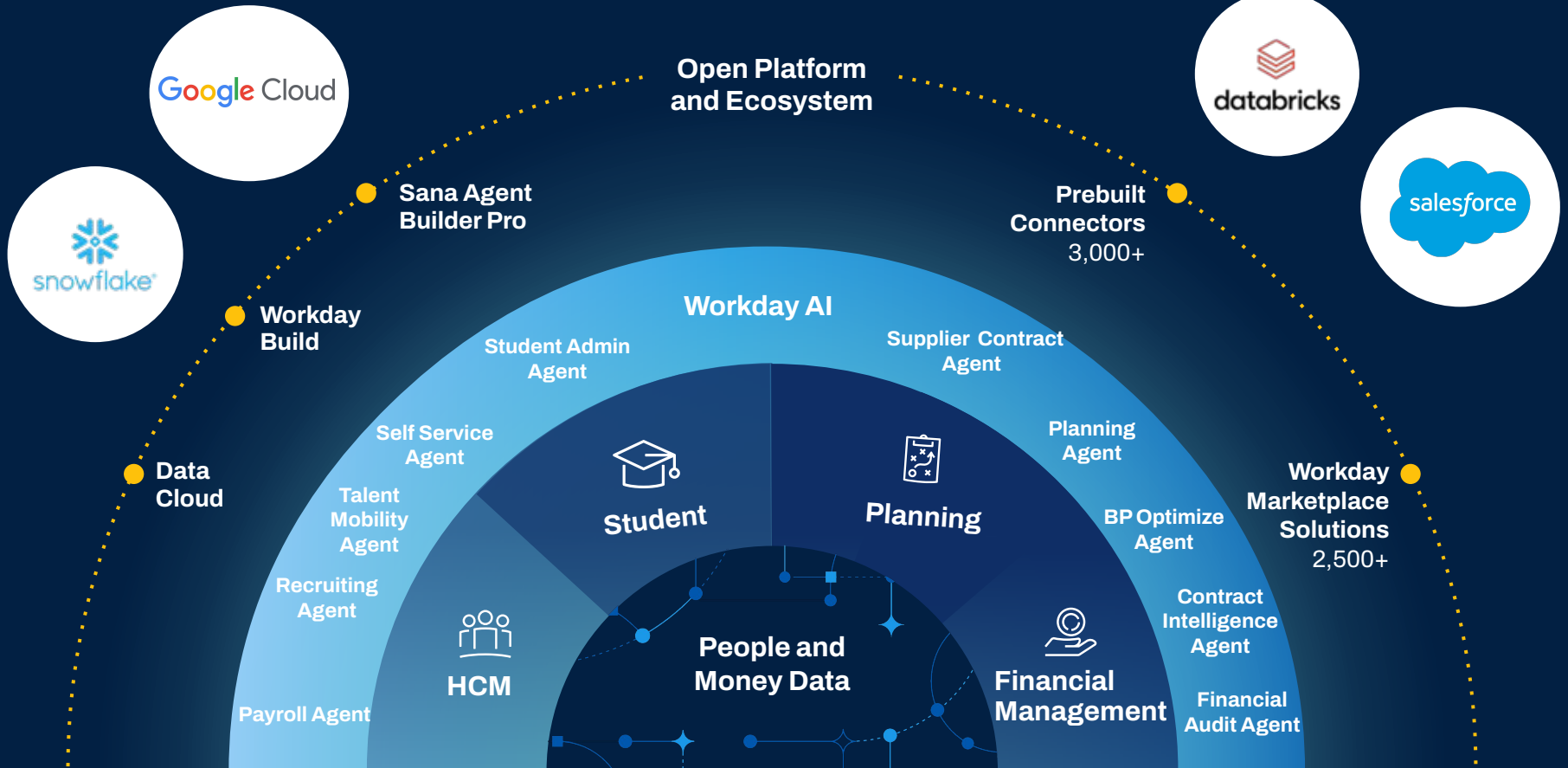
- Multiple Repositories
- Duplicated Security
- Multiple Reporting Solutions



- One Repository
- One Security Model
- One Reporting Solution

Workday Confidential

The Enterprise AI Platform for People, Money, Students, and Agents





Workday

Enterprise Workplace Solutions

Free

Share

1.9M RATINGS	AGE RATING	CHART
4.7 ★★★★★	4+ Years	#13 Business

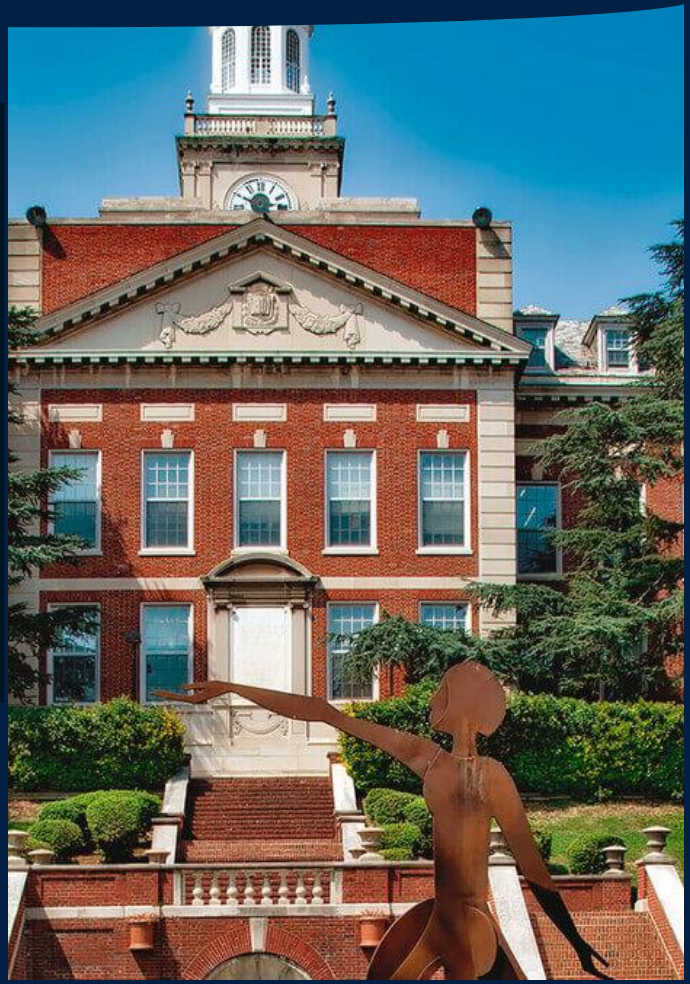
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Interim Chief Financial Officer
Howard University

1867

HOWARD UNIVERSITY

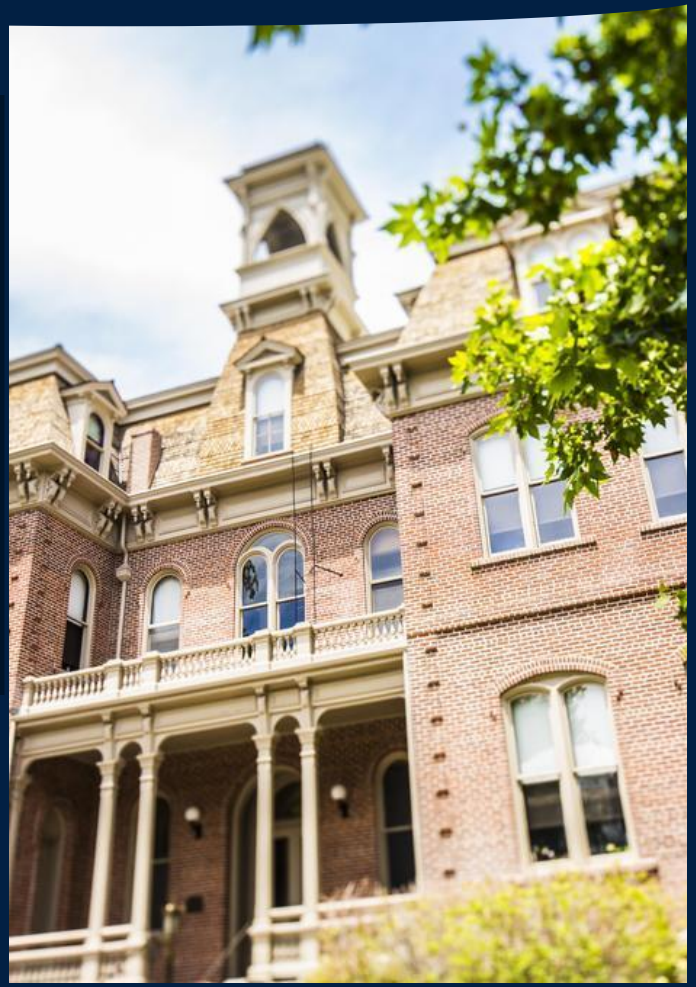


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Communications & Change Management Lead

Nevada System of Higher Education



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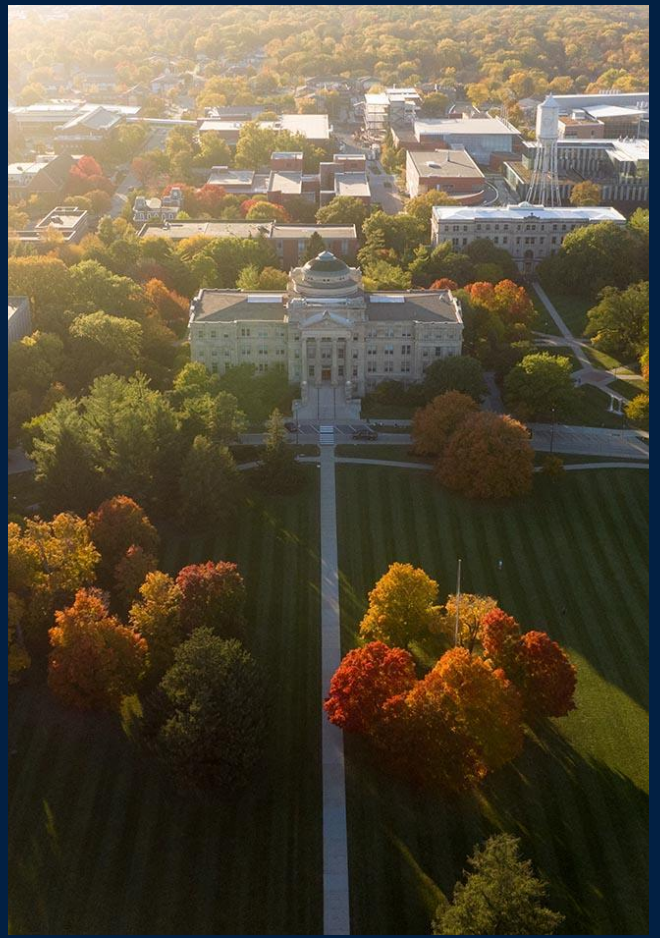
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workday.

TSU

“We were able to reengineer business processes with our Workday deployment. What may have taken 9 steps before now **only takes 2 steps to complete**.”

Chief Information Officer
Ivy Tech Community College of Indiana

IVY TECH COMMUNITY COLLEGE



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“

Agentic AI is about augmenting human capabilities, not replacing them. Embracing this technology requires a cultural shift, building trust and convincing both employees and leadership of its value. But the payoff is immense: we simply can't afford to ignore this opportunity.”

Elias Eldayrie
Vice President and Chief Information Officer
University of Florida Board of Trustees



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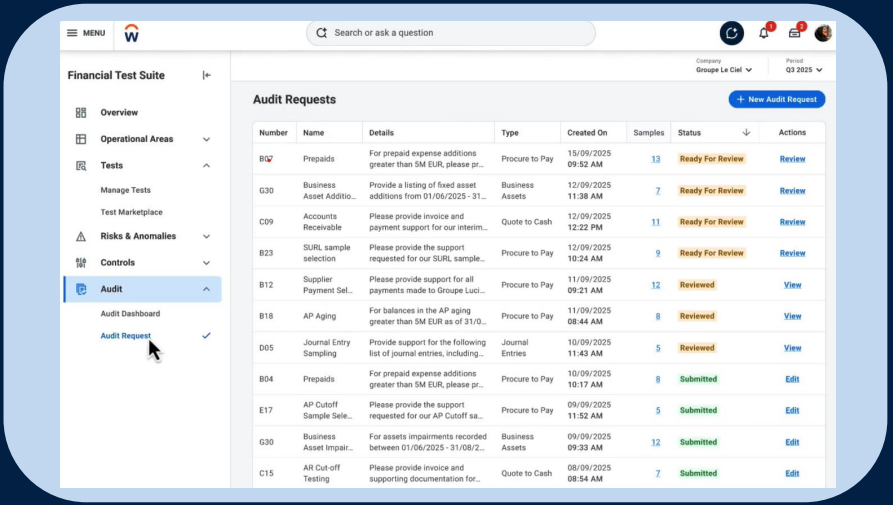
How will superintelligent agents change how Finance teams operate?

1. Autonomous close run by AI agents to deliver continuous real-time results
2. Planning that adapts daily—not annually or quarterly
3. Spend governed in real-time, audited by AI agents with context of policies and budgets



Financial Audit Agent

Increase audit efficiency and confidence



The Reality Today

Higher education accounting teams are buried under massive hours of document retrieval to compile audit evidence for procure-to-pay transactions in mass volumes related to operations, research and campus infrastructure.

Our Agentic Solution

Automate the end-to-end audit evidence compilation of procure-to-pay evidence—linking invoices, payments, and bank statements—to reduce administrative audit tasks, costs, and risk exposure.

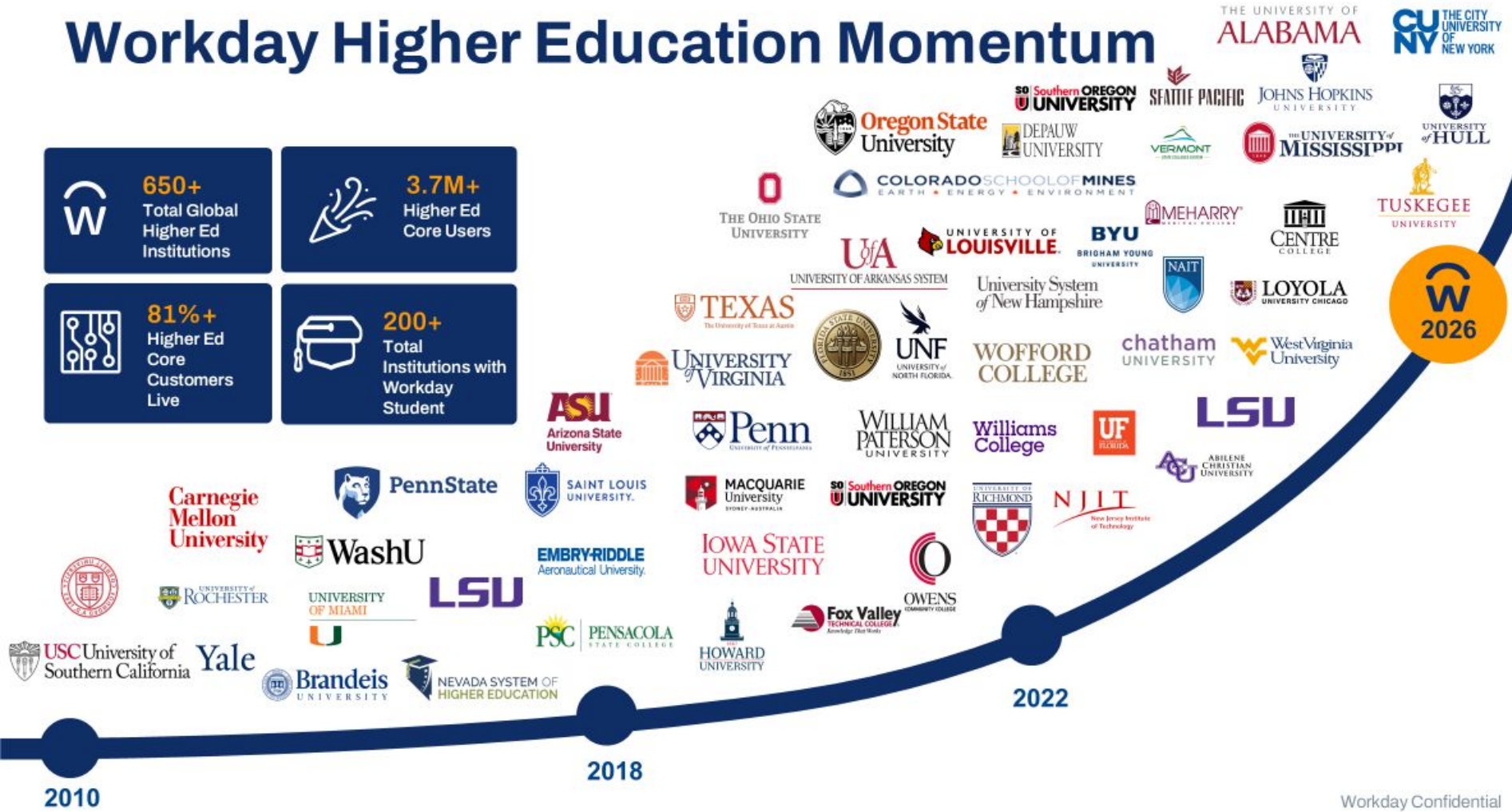
"With the Financial Audit Agent, we believe it would be able to automate 80% of this manual effort for our team."

80%
Time saved on every audit request

20 min
Saved on large sample requests

Modeled impact based on early usage and assumptions

Workday Higher Education Momentum



Workday Confidential

Texas Customers & Community of Success

11 Higher Ed Customers

Same Version, Same Software

3.45M+ Employees

Texas-based Companies Using Workday



Empowering HBCUs with Workday

























R1 Research Universities

63
Workday Customers



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4: Gartner Magic Quadrant for Higher Education Student Information System Software as a Service, Robert Yanckello, Grace Farrell, 19 March 2025

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alchemy®

AI Accelerated. Human-led.
Higher Education Transformed.



Alchemy Overview – Executive Alignment

Texas Southern University | September 21, 2026

TSU

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SCOPE RATIONALIZATION & NEXT STEPS

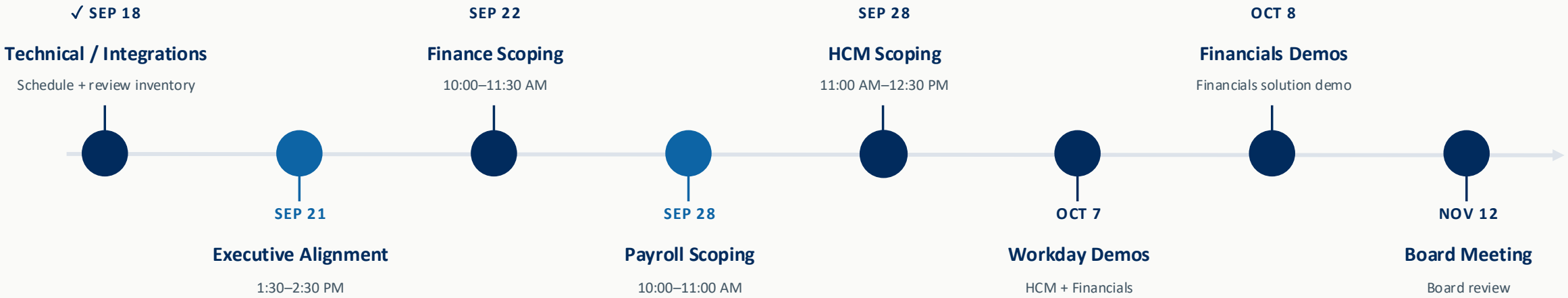
SEPTEMBER 2026

A focused path from executive alignment through scope validation, SOW refinement and demonstrations

01 ALIGN — Leadership & outcomes

02 VALIDATE — Finance, Payroll, HCM & Technical scope

03 DEMONSTRATE — Workday solution



OUTCOME

A confirmed, ownership-aligned scope ready for final SOW updates

1. **Complete scheduled scoping** — Capture decisions, assumptions and open items
2. **Review integration inventory** — Confirm systems, interfaces and ownership
3. **Refine & finalize SOW** — Incorporate validated scope and responsibilities

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alchemy

AGENDA

01 Alchemy Overview

02 Program Details

03 Solution Design / Deployment Strategy

04 HCM Overview

05 Financials Overview

06 Questions & Next Steps

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THE ALCHEMY TEAM

Nice to meet you.



Brad Borton
Project Director



Enika Devaul
Senior Consultant, Financials



Jackie Cheng
Vice President, Professional Services & Delivery



Gabrielle Scott
Senior Solution Consultant, HCM



Patrick Lattanzio
Account Executive



Peter Eschenbach
CEO

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Alchemy Overview

Who we are, our Higher Education Experience, and why we are the right partner for Texas Southern University.

TRINITY UNIVERSITY

"An absolutely fantastic implementation and production services partner."

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alchemy

WHY ALCHEMY

Alchemy at a Glance

A Workday partner built exclusively for higher education.

100%

Focus on Workday

Every Alchemy consultant works exclusively on the Workday platform.

100%

Focus on Higher Education

We serve colleges and universities — and nothing else.

100+

Higher-Education Customers

Higher-ed institutions have partnered with Alchemy to date.

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35+

HCM, Payroll, and Financials Customers



70+

Production Services Customers



Banner → Workday Conversion Experience



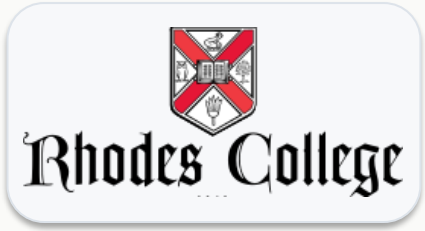
























Why Alchemy

Clients stay with us at every stage

98%

Customer satisfaction

Across all client engagements

< 5%

Budget variance on delivery



95%

Go-live to production services retention



95%

Production services renewal

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Program Details

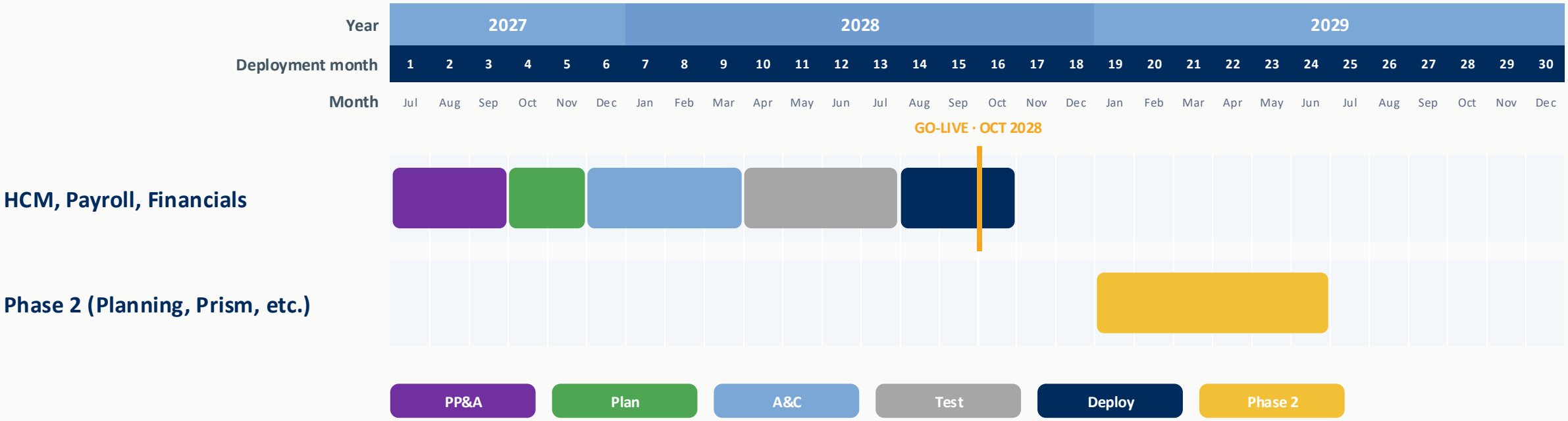
Scope, timeline, approach, and investment for Workday at Texas Southern University.

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TIMELINE

Proposed Timeline

A 16-month Phase 1 for HCM, Payroll and Financials — go-live October 2028 — with Phase 2 to follow.



Alchemy looks forward to meeting with TSU to discuss these considerations in more detail and jointly affirm the best timeline.

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ACTIVITIES BY STAGE

Alchemy Deployment Approach

01

Pre-Plan

Jul 2027 – Sep 2027

- Project Leadership Alignment
- Confirm Project Governance Structure
- Resource Planning and Training
- Project Management and Methodology Workshop
- Project Workspace Orientation
- Discovery Session
- Planning Workshop

02

Plan

Oct 2027 – Nov 2027

- Project Startup
- Foundation Tenant Build
- Initial Change Management Adoption Program

03

Architect & Configure

Dec 2027 – Mar 2028

- Unit Test Preparation
- Finalized Project Planning Documents
- Customer Confirmation Sessions (CCS)
- Configuration Unit Test
- Integration/Reports Build and Unit Test
- Develop End User Training Plan
- Test Preparation
- End to End Tenant Build

04

Test

Apr 2028 – Jul 2028

- End-to-End Testing
- User Readiness Review
- Regression Testing
- Cutover Plan
- Finalize End User Training Materials

05

Deploy

Aug 2028 – Oct 2028

- End User Training & Support Plan
- Move To Production
- Final Validation
- Catch Up Transactions
- Go-Live
- Production Support
- Initiate Sustainment Plan

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NINE ACCELERATORS EMBEDDED INTO EVERY IMPLEMENTATION

AI-Accelerated Methodology

WORKS ACROSS THE WHOLE LIFECYCLE

Workday Sana Deployment

Helps customers prepare for, govern, and realize value from Workday's embedded AI.

AI-Enabled Conversion Orchestrator

Legacy-agnostic extraction, mapping, and transformation of legacy data into Workday.

Plan

AI-Assisted Project Planning Documentation

Executive-ready planning and governance artifacts tied to milestones.

AI-Assisted Project Resources Heatmap

Real-time view of project and resource health, surfacing risks early.

Architect & Configure

AI-Enabled Student Financials Calc. Agent

Turns requirements into configuration guidance, catching rule conflicts.

AI-Assisted Persona, Epic & Story Examples

Agile personas, epics, and stories tied to business requirements.

Test

AI-Enabled Financial Aid Test File Generator

Builds and validates ISIR, COD, MPN, and NSLDS files; 80% less prep.

AI-Powered Test Scenario Builder

ScenarioForge: a governed, searchable library of test scenarios.

Deploy

AI-Enabled Historical Data Loading

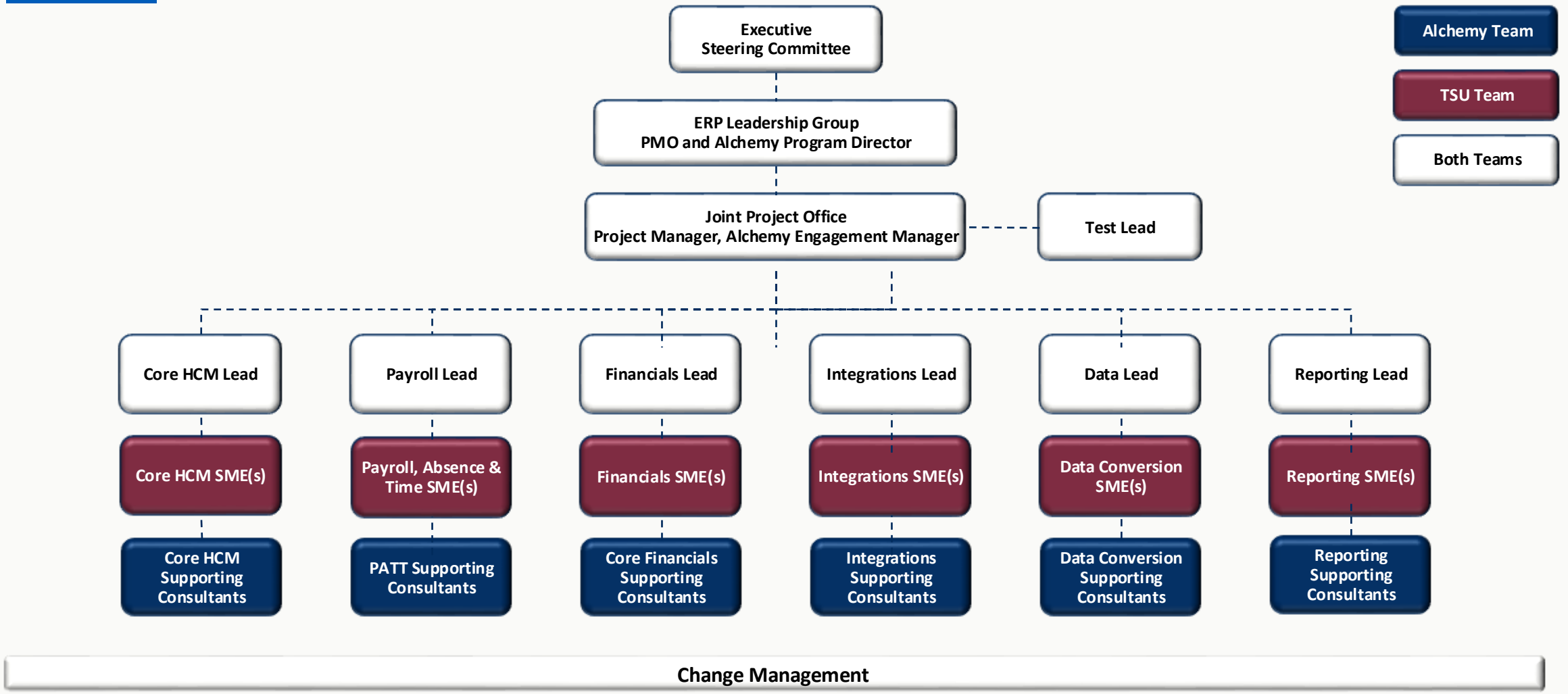
Loads legacy student records into Workday, compressing cutover.

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DIRECTIONAL STAFFING

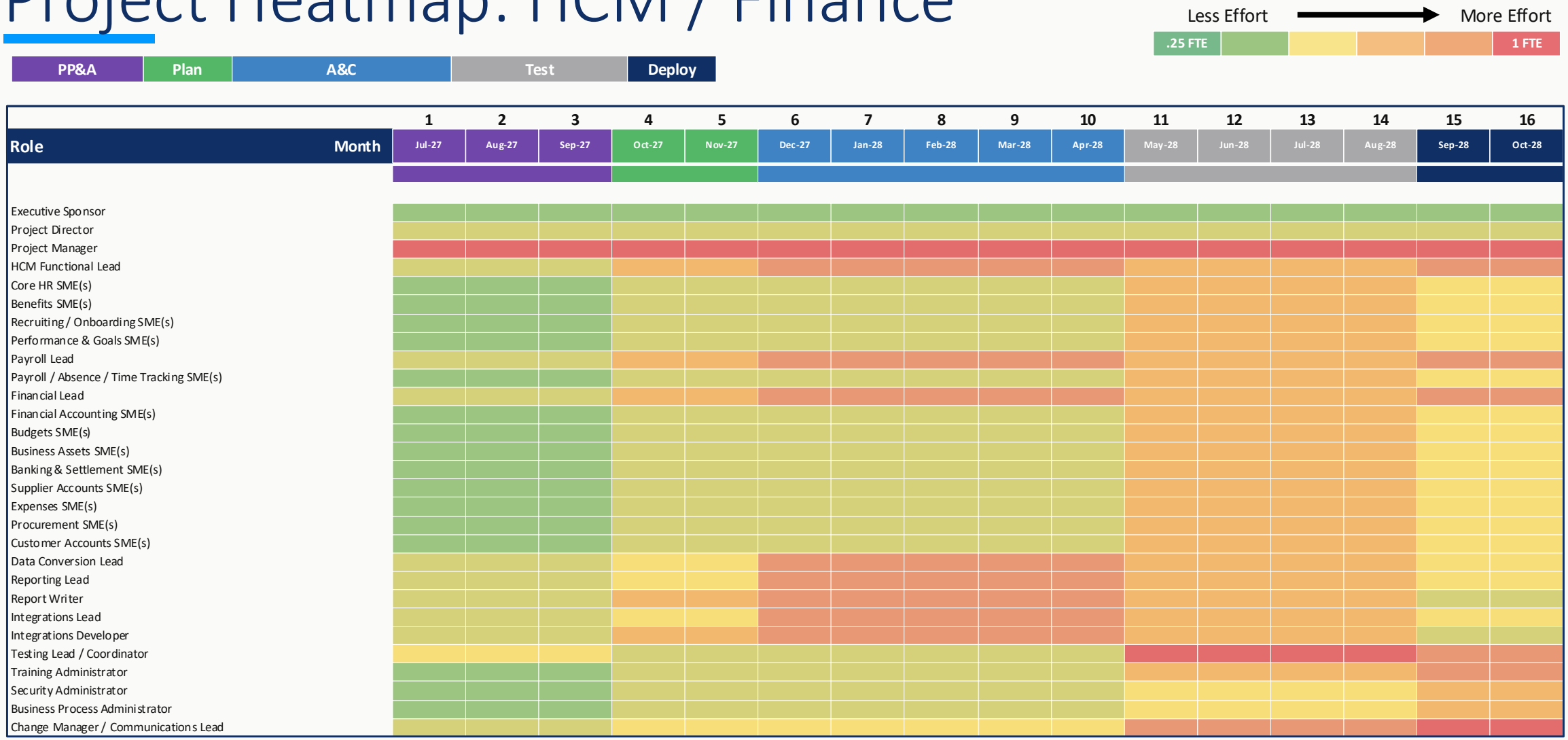
Building TSU's HCM, Payroll & Financials Team



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RESOURCE EXPECTATIONS

Project Heatmap: HCM / Finance



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HCM & Financials Transformation

Future State in Workday

“Amazing team members who feel like an extension of our team.”

Grand Valley State University

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WHAT CHANGES FOR TSU

Future State Wins

	BANNER TODAY		WORKDAY → FUTURE STATE
Chart of accounts	FOAPAL strings, legacy funds	→	**Foundation Data Model behind every report**
Budget control	Overspend found in reconciliation	→	**Commitments checked before money moves**
Month-end close	Offline spreadsheets and exports	→	**Statements from one live ledger**
Approving a hire	Email forms, no audit trail	→	**One supervisory org, every approval time-stamped**
Workforce data	Headcount reconciled by hand	→	**One worker record: headcount, position, cost**

TSU's future-state work is the input to every one of these changes.

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FUNCTIONAL SCOPE & KEY DECISIONS

HCM Workstream Overview

Q4 2027	Dec 2027 – Apr 2028	Jun – Aug 2028	Sep / Oct 2028
Org design decisions locked	Design confirmation sessions	Payroll parallel testing	HCM and Payroll go-live

HCM SCOPE

- Core HCM
- Benefits
- Talent Acquisition
- Talent Management
- Learning
- Absence Management
- Payroll
- Time Tracking

Supervisory organization structure

Who approves what, for faculty and staff

Alchemy brings recommended org model from 13 Banner conversions

Business process and security design

Approval flows, and who sees which data

Alchemy brings higher-ed business process and security library

Job catalog and compensation grades

Redundant job codes consolidated before build

Alchemy brings job code analysis before design starts

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SCOPE & KEY DECISIONS

Financials Workstream Overview

Q4 2027	Dec 2027 – Apr 2028	Jun – Aug 2028	Sep / Oct 2028
Chart of accounts locked	Design confirmation sessions	End-to-end testing	Financials go-live

FINANCIALS SCOPE

- Financial Accounting
- Budgets
- Grants Management
- Projects
- Customer Accounts
- Business Assets
- Procurement
- Supplier Accounts
- Expenses
- Banking & Settlement



Foundation Data Model

Replaces Banner funds and orgs

Alchemy brings FOAPAL-to-FDM crosswalk from your data

Budget and spend control model

How tightly commitments are checked

Alchemy brings control scenarios modeled before you choose

Reporting package

Which statements get built, and for whom

Alchemy brings starter report inventory from Banner

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Questions & Next Steps



Why Texas Southern University Should Move to Workday

An executive narrative for the Board of Regents — prepared to support the CFO's presentation

1. The Moment for Change

Texas Southern University stands at a decision point. For nearly two decades, the University's core financial and human capital operations have run on Ellucian Banner — a system designed for a different era of higher education administration. As TSU works to strengthen financial stewardship, pass state audits with confidence, and give every employee a modern place to work, the University's own finance and HR leaders have been direct about what Banner can no longer deliver. Moving HR, Payroll, and Finance to Workday is not a lateral technology swap — it is a foundational change in how the University runs its business, and it deserves the Board's support.

2. What Our Own Teams Told Us: The Cost of Staying on Banner

Over multiple discovery sessions with TSU's Finance, HR, and Payroll teams, a consistent and candid picture emerged of an institution working harder than it should have to, simply to keep the lights on:

- **No real planning, budgeting, or expense infrastructure.** TSU has no planning and budgeting system and no expense system today — both are entirely manual, making forward-looking financial management and state-appropriation monitoring far harder than they should be.
- **Disconnected, duplicate reporting for state compliance.** Staff maintain Banner data and separately re-key the same information into the state's USAS reporting system by hand, because there is no connection between the two — a pure duplication of effort that consumes staff hours every reporting cycle, at a time the University is, in its own words, "under the gun" with state auditors.
- **Fixed assets tracked on spreadsheets.** Asset lifecycle tracking — from PO to receipt to disposal — is managed through a mix of Banner and spreadsheets that staff describe as not doing "a great job" of the job.
- **Procurement and payables that don't talk to each other.** Feedback between the University's accounts payable processes and Banner frequently breaks down, with information flowing in but not flowing back — exactly the kind of integration gap that erodes confidence in the numbers.
- **Payroll and HR built on manual entry, spreadsheets, and paper.** Direct deposit setup, tax deductions, off-cycle and retroactive pay, compensation plans, leave service-date calculations, and employee relations recordkeeping are all handled manually today — much of it on Excel

spreadsheets, paper forms, or, as one TSU HR leader put it, filing systems that are simply "antiquated."

- **A direct admission that the data can't be fully trusted.** Getting a basic HR or payroll report requires routing through a third-party Banner consultant, and TSU leadership has said plainly that it has no confidence the reports that come back are accurate, duplicate-free, or uncorrupted — the single most serious risk a finance organization can carry.
- **Risk sitting in the system itself.** Offboarded employees have been found to retain system access longer than they should — an access-control and audit risk that modern cloud systems are built to close automatically.

None of this reflects poorly on TSU's people — it reflects the ceiling that a 20-plus-year-old administrative system imposes on even the most capable team. The University's own staff raised every one of these issues unprompted.

3. Why Workday Is a Genuinely Different Kind of System

The Board should understand that Workday is not simply a newer version of Banner — it is built on a fundamentally different model, and that difference is what produces the operational and financial benefits below.

- **One system, not a patchwork of modules.** Banner traditionally separates Finance from HR, Payroll, and Student, each requiring its own integrations to stay in sync. Workday runs Finance, HR, and Payroll as one connected system with one source of truth, updated in real time — eliminating the reconciliation work and integration gaps TSU staff described with procurement, USAS, and asset tracking.
- **Configuration, not customization.** In Banner, any new report, workflow, or business-process change requires IT involvement and custom code. Workday has no customizations at all — every change is a configuration made in plain language, which means the finance and HR teams who understand the business can make most changes themselves, in days rather than months, without waiting on a third-party consultant.
- **Trustworthy, real-time reporting and a full audit trail.** Because there is no custom code sitting between a transaction and a report, and every change in the system is automatically logged, Workday directly answers TSU's most serious stated concern: confidence that the numbers reported to leadership and to state auditors are accurate, current, and traceable.
- **Self-service that removes manual entry and paper from the process.** Employees can manage their own direct deposit, tax elections, and benefits changes; approvals route electronically instead of on paper. This removes exactly the categories of manual, error-prone work TSU payroll and HR staff flagged — direct deposit entry, off-cycle pay, benefits enrollment, and leave calculations.
- **Built-in AI that actively improves how the University runs.** Workday includes AI agents as a native part of the platform — including a Business Process Optimization agent that analyzes the University's own active business processes and recommends where they can be streamlined. This is a capability Banner, as a legacy on-premise-style system, cannot offer.

- **Automatic compliance and tax updates.** Tax tables, compliance rules, and regulatory changes update automatically on a routine cycle, removing a manual maintenance burden the University currently carries itself inside Banner.
- **One version, always current — and a true peer community.** Every Workday customer runs the same version at the same time, so institutions spend their energy on their mission rather than on upgrades and patches. TSU would join a network of more than 650 higher-education institutions on Workday — including a number of R1 research universities — that actively share best practices with one another, something no legacy, customized system of record can replicate.

4. Advancing TSU's R1 Ambitions: Workday Grants Management

TSU's own leadership has been explicit about where the institution wants to go: TSU is currently an R2 research institution and has stated the goal of becoming R1. Achieving that classification depends on faculty winning higher levels of extramural funding and producing more sponsored research — and TSU's finance team has already flagged, in discovery conversations, that research contracts and grants are an area where today's systems fall short and where a modern platform "can also be used for that, too."

Workday Grants Management is built to close exactly that gap, by running sponsored research on the same unified platform as the University's core HR and Finance operations rather than as a bolt-on system:

- **End-to-end grant lifecycle, on one platform.** Pre-award budgeting and proposal setup, award setup, post-award financial management, and closeout all run natively alongside TSU's general ledger, HR, and payroll data — instead of in a separate system that has to be reconciled back to Banner the way procurement and asset data are today.
- **Real-time visibility for principal investigators and research administration.** Faculty researchers and the sponsored-programs office can see award balances, burn rates, and compliance status in real time, rather than waiting on manually produced reports from a third-party consultant — removing the same kind of reporting lag and trust gap TSU described for its current HR and finance reporting.
- **Built-in effort certification and payroll accuracy for grant-funded staff.** Because Grants Management sits on the same platform as Payroll, effort reporting and labor costing for grant-funded faculty and staff are tied directly to actual payroll data — eliminating the manual, error-prone retroactive pay adjustments TSU payroll staff described handling for grant-related work today.
- **Automated compliance with federal and sponsor requirements.** Uniform Guidance (2 CFR 200) and sponsor-specific rules are configured into the system's controls, giving TSU the same kind of automatic, audit-ready compliance that Workday brings to state reporting.

- **A foundation that scales as research volume grows.** As TSU pursues the extramural funding growth needed to move from R2 to R1, Grants Management is designed to scale with increasing award volume and complexity without the custom coding or added third-party systems that a Banner-based environment would require.

In short: the same unified, configuration-based platform that fixes TSU's HR and Finance pain points today is the platform that can give TSU's research enterprise the real-time financial visibility and compliance rigor it will need to credibly compete for R1 status.

5. What This Means for Texas Southern University

- **Stronger financial stewardship and audit confidence.** Real-time, auditable financial data replaces manual reconciliation between Banner and state systems like USAS, directly supporting TSU's obligations to state auditors and the Board.
- **Staff time redirected from data entry to strategy.** Hours currently spent re-keying data, chasing third-party consultants for reports, or managing spreadsheets can be redirected to the forecasting, capital planning, and compensation strategy work TSU leaders said they want but don't have time for today.
- **Lower institutional risk.** Automatic access controls close the offboarding/security gap identified by TSU staff; a full audit trail answers the data-integrity concerns raised about current reporting.
- **A better day-to-day experience for every employee.** Faculty and staff gain mobile, self-service access for the HR and pay transactions that are manual and paper-based today.
- **A research enterprise built for R1.** Unified Grants Management gives faculty, research administration, and finance leadership the real-time visibility and compliance controls needed to grow extramural funding in support of TSU's R1 goal.
- **A platform that scales with the University's ambitions.** As TSU pursues capital projects, new state funding, and operational growth, Workday's single, configurable platform is built to extend with the institution — without the custom code and IT bottlenecks that constrain Banner today.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration & Finance

ITEM: Texas Southern University Integrated Technology Environment: Student Platform - Front Porch Portal

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Texas Southern University is advancing an integrated institutional technology strategy that leverages Ellucian, Workday, and the Front Porch Portal to support student engagement, academic administration, and institutional operations. This approach establishes clearly defined roles for each platform while enabling a coordinated technology environment that supports operational efficiency, improves the student experience, and strengthens institutional service delivery which aligned with the ASCEND 2030 strategic plan.

Under this strategy, the three platforms will coexist as complementary integrated solutions, each serving a distinct institutional function.

Front Porch Portal will serve as the University's primary student-facing platform, providing a centralized, front-of-house experience through which students can access institutional services, resources, information, and relevant student support functions. Through the University's partnership with Ed Advancement, the Front Porch Portal will be provided to the institution at no cost, subject to the terms and scope of that partnership outlined in the grant letter. This arrangement provides an opportunity to enhance the student experience without adding a direct platform licensing expense to the University's budget.

Ellucian will serve as the University's Student Information System (SIS) and system of record for student-related information and academic administration. It will remain the authoritative source for applicable student records, enrollment, registration, academic history, and other core student information functions. Front Porch Portal will provide the student-facing access and engagement experience, while Ellucian will maintain the underlying student information and associated business processes.

Workday will support the University's finance and human resources functions, including applicable financial management, budgeting, accounting, workforce administration, payroll, and related business processes. Workday serves as the primary operational platform for these administrative functions, distinct from Ellucian's role in managing student information.

The platforms will coexist through defined functional responsibilities and appropriate integrations to facilitate the secure and consistent exchange of information. This architecture is intended to minimize functional overlap, establish clear data ownership, and provide students, faculty, and staff with a more coordinated institutional technology experience. Collectively, this strategy positions the University to maintain a clear distinction between the student-facing experience, the underlying student system of record, and the administrative enterprise systems that support finance and human resources. Implementation and ongoing governance will require coordination among institutional stakeholders to establish integration requirements, data stewardship, security controls, support responsibilities, and operational processes.

This item is presented for informational purposes to the Board of Regents to communicate the University's planned integrated enterprise systems approach through Front Porch Portal, Ellucian and Workday.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact
(Active SLATE (CRM) license provides no additional costs for the student facing portal)

SUPPORTING DOCUMENTATION:

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Partnership for Ed Advancement Grant Letter
Front Porch Portal Informational Slide Deck

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
1.3 Grow total enrollment
1.4 Expand career readiness and career advancement opportunities
3.1 Improve student experience — streamline processes/technology
3.2 Strengthen data analytics
4.1 Update and optimize technology platforms and data governance
4.2 Deploy intelligent automation/AI across student services
4.3 Introduce new technologies into classroom and curriculum
4.4 Infuse AI and immersive technologies into curriculum
4.5 Leverage technology to expand online and hybrid learning

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/23/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

	10/23/2026
CHIEF FINANCIAL OFFICER	**DATE**

James Crawford (Oct 23, 2026 20:43:00 CDT)	10/23/2026
PRESIDENT	**DATE**

Docusign Envelope ID: 6F70D6F7-3214-4F10-A364-9F3A5265E0F3

February 11, 2026

Dr. James Crawford III
President
3100 Cleburne St
Houston, TX 77004-4501

Dear Dr. James Crawford III:
I am pleased to inform you that the Partnership for Education Advancement (Ed Advancement) has approved an in-kind Grant for services to Texas Southern University ("Grantee") (collectively, the "Parties") to build its capacity to improve student outcomes and institutional strength, on the terms and conditions set forth in this agreement ("Grant Agreement"). The estimated value of the in-kind services to be provided at no cost to Grantee is $35,000.00.

1. **Grant Description:**
   Services
   Initiative Summary: Transformation Partners
   Project Key: P-165492

2. **Allocation and Use of Services.** The services associated with this grant ("Grant Services") shall be provided and allocated as follows:

   Purpose: Services
   In Kind Value: $35,000.00
   Grant Key: GC-165517
   Grant Description: The Front Porch Portal (FPP) is built within the Slate CRM. It ingests and displays a wide variety of student data across many administrative functions, including financial aid, student accounts, advising, student life, and advising. It provides students a single place to go to see all of their relevant

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information and leads to the appropriate system to take action if needed. The FPP also displays Alerts and Notifications to highlight time-sensitive information/actions for the student. This will help the institution's efforts to improve the student experience and reduce administrative friction. This grant serves as the in-kind value for our Implementation Services.
As a condition of this award, the Grantee agrees to be responsive to requests from Ed Advancement and its designated service providers, provide essential and reasonable access to systems and records needed for completion of the project, actively participate in scheduled program activities, and comply with all applicable laws, regulations, and grant terms.

Grantee shall use Grant Services exclusively for the purposes described above, consistent with the allocations above. Any proposed changes to the planned activities, expenditures, objectives, schedules, timelines and/or use of Grant Services and/or funding of/reimbursement for Related Expenses described in this Grant Agreement must be discussed with and approved by Ed Advancement in accordance with the grant modification process described in Section 6 below. Any Funds for Related Expenses not used in accordance with this Grant Agreement shall be returned/reimbursed to Ed Advancement.

3. **Grant Services Term.** The Grant Services will commence *[upon execution of the award letter]* and 9/16/2026 (the "Term"). Ed Advancement may terminate this Grant Agreement at any time prior to 9/16/2026 if Ed Advancement, in its sole discretion, determines that Grantee has failed to comply with the provisions of this Grant Agreement. Upon termination, Grantee shall return any funds that Grantee has received that have not been used in accordance with the provisions of the Grant Agreement.

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4. **Payment.** This is an in-kind Grant for the provision of the Grant Services during the Grant Services Term. Ed Advancement shall provide the Grant Services in accordance with the terms of the Statement of Work attached and incorporated as Exhibit B, including any written and signed addenda or modifications to that Statement of Work that the Parties may jointly execute. The commencement and continued provision of the Grant Services throughout the Grant Services Term shall be contingent upon Grantee's compliance with the terms of this Grant Agreement and all Exhibits that have been incorporated by reference.

5. **Reporting Requirements.** Grantee shall provide Ed Advancement with relevant data and reporting on the Grant Project as specified by Ed Advancement's Project Manager, subject to all applicable laws and University policies. Any data request related to students shall be limited to aggregated and/or de-identified data and therefore shall not be subject to the Family Educational Rights and Privacy Act (FERPA).

6. **Grant Modification Requests.** Should Grantee wish to request any modification to the activities, objectives, milestones, reporting requirements, use or amount of Grant Funds and/or any other term of this Grant Agreement, Grantee must submit a request in writing to their Ed Advancement contact, relationship manager, or project lead. Decisions on grant modification requests shall be the exclusive province of Ed Advancement, in its sole discretion. Ed Advancement will promptly review and discuss a request with the Grantee, and will provide Grantee with a timely written notice of its approval or denial of the requested modification. Once signed by authorized representatives of both Ed Advancement and Grantee, an approved modification notice shall be incorporated as an addendum to this Grant Agreement. Grantee's unauthorized modification to any activity, objective, milestone, reporting

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requirement, use or amount of Grant Funds and/or any other term of this Grant Agreement shall constitute a breach of this Agreement.

We look forward to working together in partnership to advance education opportunities and a more equitable society.

Sincerely,

Signed by:
Matthew D. Sessa
7865BF5CD5D2450...

2/12/2026

Matt Sessa
Chief Operating Officer
Ed Advancement

ACKNOWLDGED AND ACCEPTED:
Texas Southern University

By: _____ Date: 02/20/2026

Dr. James Crawford III, President

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ED ADVANCEMENT

Front Porch Portal





Who We Are

Ed Advancement is a nonprofit organization advancing **socioeconomic mobility** by partnering with **Historically Black Colleges and Universities** and other mission-focused institutions that serve historically underserved communities to improve student outcomes at scale.

What We Do

We work alongside institutions to design and deliver scalable, evidence-informed solutions that strengthen student and institutional success—combining deep partnership with a curated portfolio of proven capabilities.

- **Strengthen Institutional Capacity**
  Support investments in operations, technology, and processes often constrained by historic underfunding
- **Deliver Targeted Solutions**
  Implement operational and technology-enabled strategies that improve enrollment, retention, and graduation outcomes
- **Leverage a Curated Portfolio**
  Provide shared services, technology, and solution partnerships that accelerate progress toward institutional goals
- **Drive Efficiency & Shared Learning**
  Create efficiencies that free up staff time for student support while fostering a Community of Practice across partner institutions

Access, Navigation & Experience

In today's digital world, students expect **instant access to information**, whether it's course materials, grades, or important campus announcements.

Traditional methods of communication, such as printed notices and emails, are **no longer sufficient** in meeting these needs.

Students trying to complete transactions with institutions are often **'bounced' around** virtually & between offices, resources, and staff, creating 'administrative friction' leading to frustration and even drop-out.



As a key component of **digital campus solutions**, student portals provide a **centralized, 24/7-accessible** platform that enhances academic management, improves engagement, and fosters better communication between students, faculty, and staff.

Overview

The Front Porch Portal provides students with a centralized portal to access key information relevant to where they are in their student lifecycle.

This mobile-friendly, student-facing solution consolidates campus tools into a unified platform that streamlines access to information, support, and resources.

The Front Porch Portal removes the need to navigate multiple webpages to locate information and complete transactions related to advising, registration, financial aid, billing, campus life and more.





Why the Front Porch Portal?

Enhanced Student Success: Improve academic and personal experiences of students leading to higher retention and graduation rates, increased campus engagement, and improved academic performance.

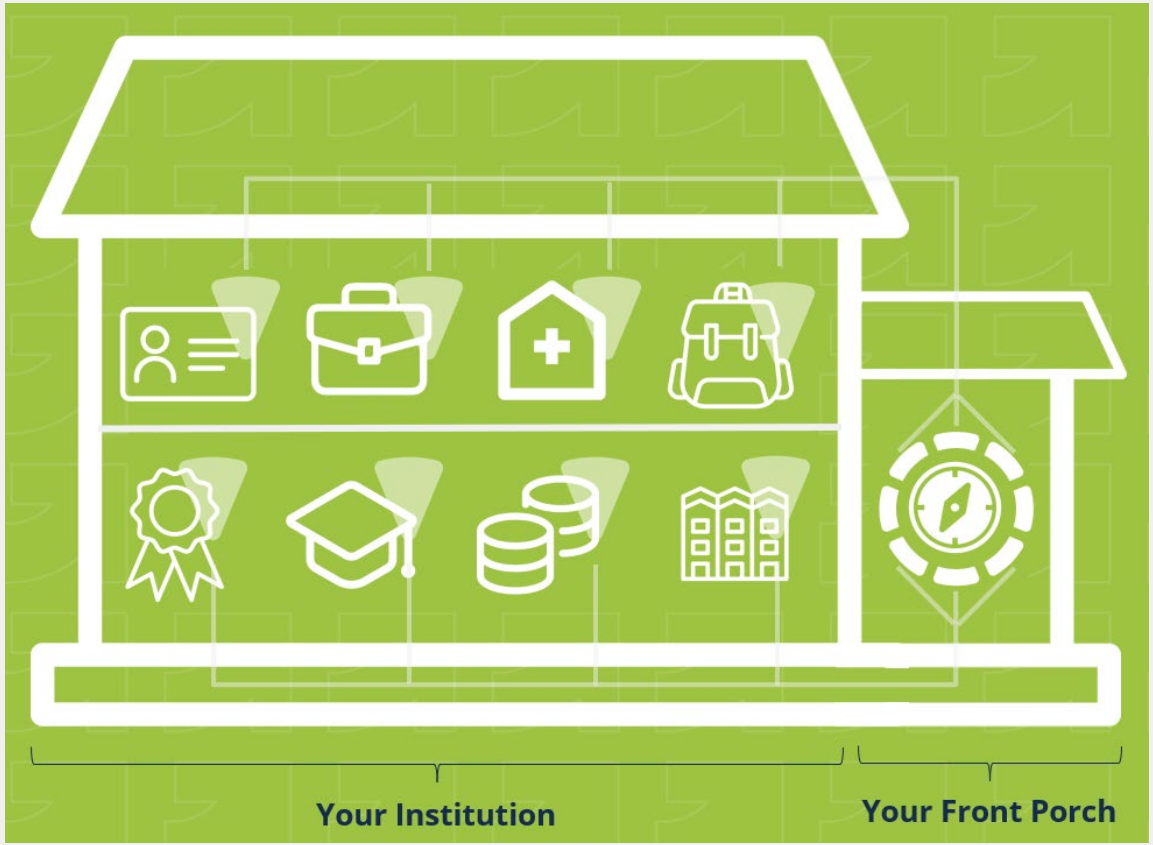
Streamlined Support Services: Leveraging Slate for integrating data from disparate student systems, the platform will streamline access to support services creating a more cohesive student experience.

Improved Accessibility: The mobile first design with Single Sign-On (SSO) capability will remove barriers to accessing critical information and create clear pathways to access data and complete transactions.

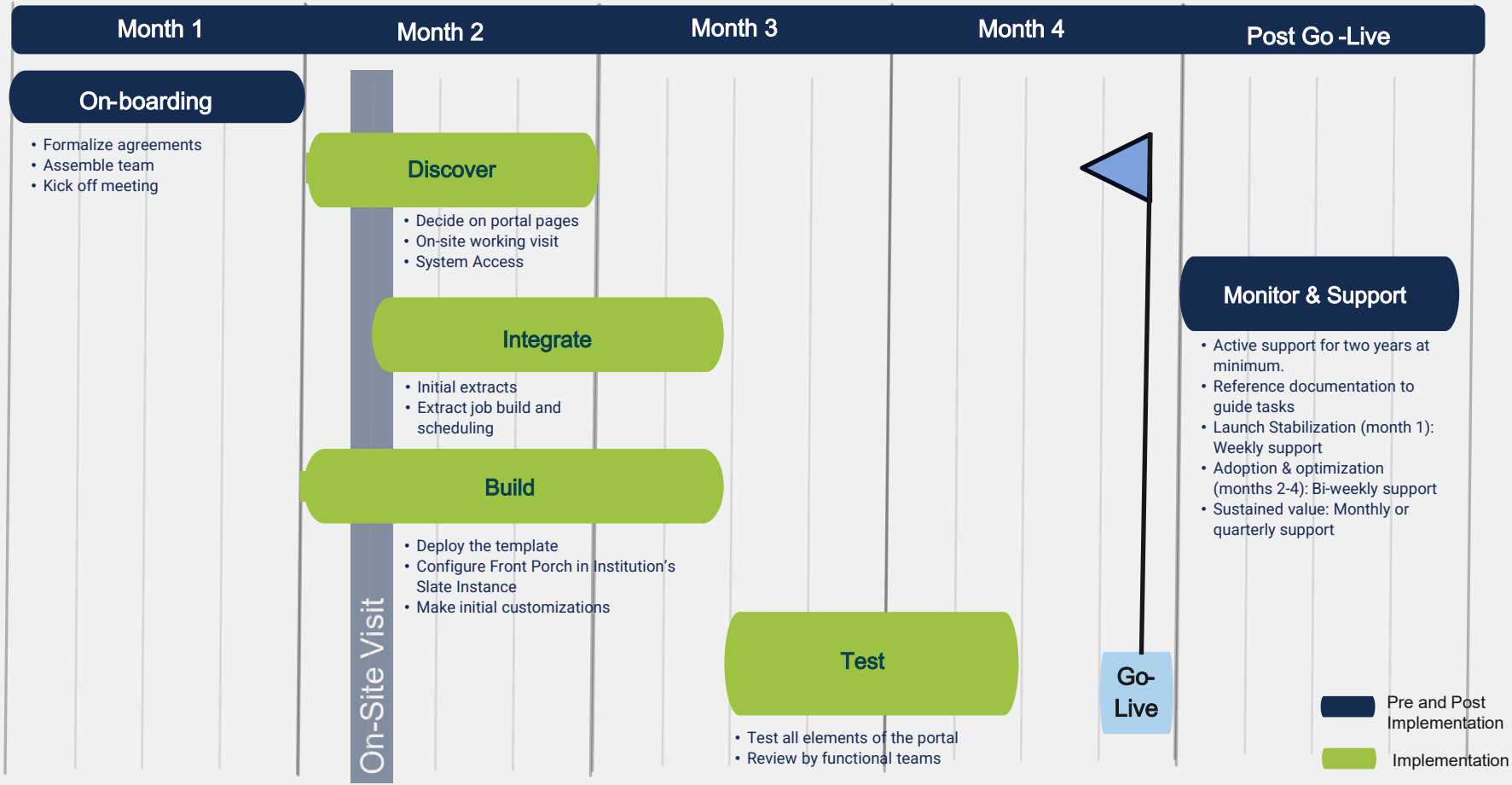
Data Driven Decision Making: Through the collection of data on student engagement, resource utilization and academic progress, institutions can deploy early interventions to impact students' ability to persist.

Increased Institutional Effectiveness: Institutions will see improvements in key performance indicators like institutional productivity and customer service to reduce ongoing costs making it possible to sustain the platform within their operating budgets.

How Front Porch Portal Creates a Frictionless Student Journey



Front Porch Portal - High Level Implementation Timeline



"With Front Porch, the problem that we're trying to solve is really to give students access to their data. We feel very strongly that the more the students are able to navigate the administrative side of their work then they can spend more time on their academic side and do better in class."

President Makola M. Abdullah, Ph.D.



https://edadvancement.org/news/introducing-front-porch-portal-ed-advancement-and-virginia-state-university/

THANK YOU



TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Update on Selection of Investment Management Services Firm — Bank of New York

DATE PREVIOUSLY SUBMITTED: September 10, 2026

SUMMARY:
The Administration would like to provide an update on the Board action approved on September 10, 2026, to engage an investment management firm. This engagement strengthens investment oversight, reinforces responsible stewardship of university resources, and supports long-term financial stability.

The University solicited these services through Request for Proposals No. 717-26-766, Investment Management Services, posted on the Electronic State Business Daily. The Bank of New York was selected as the awardee following completion of the RFP process.

The agreement will define the firm's responsibilities for implementing investment strategies, managing portfolio risk, and providing timely performance reports. The Chief Financial Officer will oversee contract performance and ensure timely reporting to university leadership and the Board.

Procurement Method

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: Management fees and related expenses will be established in the final negotiated agreement, Not-To-Exceed (NTE) | $500,000 annually

SUPPORTING DOCUMENTATION:

September 10, 2026 Board approval
RFP No. 717-26-766 — Investment Management Services
Procurement evaluation and selection documentation

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Bylaws Section 5.7 - Duties of the Administration and Finance Committee
Board Policy Section III, Section 54 - Investments
Board Policy Section III, Section 53 - Endowments

ACTION REQUESTED: This item is presented for information and discussion. No Board action is requested.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.5 Ensure long-term legacy — diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL

10/26/2026
DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

CHIEF FINANCIAL OFFICER

10/26/2026

DATE

James Crawford (Oct 26, 2026 20:37:50 CDT)

PRESIDENT

10/26/2026

DATE

BNY | WEALTH

August 11, 2026

Greg Williams
Texas Southern University
Purchasing Department
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

Dear Mr. Williams,

On behalf of our dedicated national nonprofit practice group at Bank of New York (BNY), I would like to thank you for the opportunity to respond to the Texas Southern University's request for proposal for Investment Management Services.

We are grateful to be included in your search for a new investment partner. BNY's commitment to the nonprofit sector is significant and deep, spanning multiple decades – and we are fortunate to serve hundreds of unique clients from across the country.

BNY delivers tailored OCIO (Outsourced Chief Investment Officer) services to nonprofits, blending the scale of a global institution with boutique-level attention. Below we underscore a few key attributes that make us an ideal partner and investment manager for the Institute:

- **Dedicated Local Nonprofit Teams** Our specialized Dallas and Houston, Texas based team understands nonprofit investment needs, investment policy statements, governance structures, and mission-focused return objectives.
- **Personalized Solutions** Investment portfolios are fully customized according to each client's risk profile, liquidity requirements, and long-term plans, with direct board involvement. We use a suite of leading third-party managers to achieve results.
- **Boutique Service Approach** Clients benefit from regular access to senior investors, portfolio reviews, and proactive communication, supported by institutional research.
- **Transparent Reporting & Governance** BNY offers clear reporting and world class custody, supports fiduciary oversight, and assists with investment policy development and ongoing education and events for boards.
- **Mission Alignment** Nonprofits can choose to align investments with their values through ESG and impact strategies, including access to specialized vehicles.
- **Value Through Scale & Flexibility** BNY leverages its size and scale to secure top-tier managers and cost efficiencies, while remaining nimble to adapt to changing needs.

It would be our distinct privilege to serve the historic Texas Southern University if awarded this contract. If you have any questions about any portion of this RFP submission, please let us know.

We greatly appreciate your time and consideration!

Sincerely,

Lesley Holland

Lesley Holland
Managing Director, Regional Director of Portfolio Management, BNY Texas

BNY | WEALTH

Proposal to Provide
Investment Management Services to

TSU
TEXAS SOUTHERN UNIVERSITY

08/11/2026

Submitted by:

Lesley Holland
Managing Director, Regional Director of Portfolio Management
BNY Texas

BNY | WEALTH

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This response to the original Request for Proposal (RFP) contains confidential and proprietary information. Its reproduction by photographic, xerographic, electronic or other means is authorized only for the purpose of preparing additional copies for the intended Recipient. The Recipient shall not disclose to anyone other than the Recipient's employees, officers and other authorized parties directly connected to reviewing this response to the original RFP, any information concerning or found within this response.

BNY Wealth is pleased to submit a response for providing investment management services for the Texas Southern University ("TSU"). This response is not intended to be and is not a legally binding response and instead reflects the points from which additional negotiations between BNY and TSU might start regarding the funds described in the RFP. As part of our response, we are attaching the BNY Wealth Agreement in Appendix 9 that we would expect to sign with TSU, which will govern the relationship between BNY and TSU. Further, BNY reserves the right to withdraw from any such subsequent negotiations and to decline to serve as investment manager, custodian or in any other capacity in connection with the funds described in the RFP.

BNY is the corporate brand of The Bank of New York Mellon Corporation. Our responses to the Texas Southern University request for proposal primarily reference the brand name of our wealth management business, "BNY Wealth." In actuality, BNY Mellon, National Association would be the proposed contracting entity for this relationship (and is hereafter referred to as "BNY Wealth").

Criterion 1: Qualifications And Experience Of The Respondent

1. **Provide a brief history of your firm including when your firm was established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If your firm has changed name or ownership within the last five (5) years indicate the former name.**

   Brief Overview of BNY Wealth

   BNY proudly offers nearly two and a half centuries of financial expertise—2024 marks our 240th year in business. BNY Wealth has a rich history dating back to its founding in 1784. Our organization was formed through the 2007 merger of The Bank of New York Company, Inc., established by Alexander Hamilton, and Mellon Financial Corporation, founded in 1869 by Thomas Mellon and his sons. BNY Wealth has been providing investment advisory services for over two centuries, delivering bespoke investment strategies and exceptional client service grounded in a legacy of financial stewardship and innovation.

   BNY Wealth has consistently provided exemplary services to a diverse clientele, including endowment, planned giving programs, foundations, individuals, families, family offices and business enterprises. We emphasize the importance of innovation to meet our clients' evolving needs. This shared commitment drives us to achieve remarkable advancements.

   Ownership Structure: BNY Wealth is a subsidiary of The Bank of New York Mellon Corporation, a global financial services company which is publicly owned and listed on the New York Stock Exchange (ticker: BK).

   Location of Local Office: Our Texas office, which would service the Texas Southern University ("TSU") relationship, is located at 4020 Maple Avenue. Suite 650. Dallas, TX 75219.BNY operates in 36 countries and territories, with Wealth maintaining 33 offices across 18 states and three international locations (London, Dubai, and the Cayman Islands). Our corporate headquarters is at 240 Greenwich Street, New York, NY 10286.

2. **Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.**

   BNY is currently not for sale, nor are we in the process of expanding or being acquired by another business entity.

3. **Provide any details of all past or pending or claims filed against your company that would affect your company's performance under a Contract with the Owner.**

   There has been no litigation, proceedings or investigations that have materially impaired the ability of the team providing the proposed services.

   Our parent company, the Bank of New York Mellon Corporation ("Company") is a publicly held financial holding company organized under the laws of the State of Delaware and supervised by the Board of Governors of the Federal Reserve System ("Federal Reserve"). Like all major institutions, the Company and its subsidiaries, including BNY Mellon, N.A., are subject to various litigation, proceedings and investigations. As a public company, the Company files certain publicly available reports with the United States Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934. These reports describe, in general, any material pending legal or regulatory proceedings to which any of the Company or its subsidiaries, including BNY Mellon, N.A., is a party.

   The Company's filings are available on its website at www.bny.com or are available from us upon request. There have been no litigations, proceedings or investigations during the last ten years that

have materially impaired the ability of BNY to perform services of the type being requested by this RFP.

4. **Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.**

   BNY is not in default for any loans or financing arrangements.

5. **Provide a description of your firm's percentage of revenues derived from investment consulting and/or asset management to non-profit organizations.**

   BNY's core businesses are Asset Servicing and Investment Management. The revenue split between our two core businesses is 75% Asset Servicing and 25% Investment Management. BNY Wealth, which provides discretionary investment management (OCIO) services to high-net-worth individuals and institutions, represents nearly 30% of Investment Management's revenues.

6. **Please provide your firm's (i.e., your clients') record of asset performance. Please indicate whether results are net or gross of investment management fees.**

   Please see **Appendix 1** for sample performance. Performance is provided gross of fees.

7. **What are your firm's key strengths, competitive advantages, and weaknesses?**

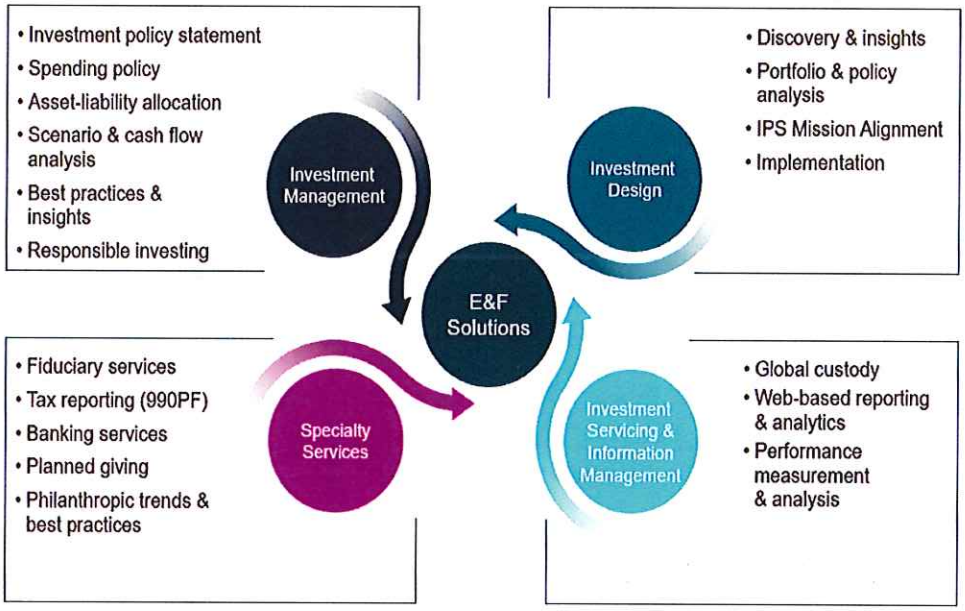
   Our dedicated focus on nonprofit organizations similar to TSU allows us to bring the "best practices" we have learned from decades of experience serving the sector to each individual organization we partner with. We provide insight and guidance on the latest developments in critical areas of focus such as strategic asset allocation, portfolio design and implementation, mission-alignment and legal/regulatory changes impacting the sector.

   We have helped numerous organizations put necessary policies and procedures into place to assist in helping to operate a sustainable organization. This work includes development of governance policies and procedures, as well as creating, developing and monitoring investment and spending policy statements, guidelines and procedures.

   There are several key attributes that, approached as a whole, make BNY an ideal partner for our clients:

   Key Differentiator: Comprehensive Services

   BNY Wealth has been serving organizations like TSU for over 50 years. To do this, we provide comprehensive solutions including:



Our services are delivered with insights into trends and best practices around governance, policy development and regulations.

Key Differentiator: Asset Safety

At BNY, we prioritize the safety and security of your assets by maintaining strict segregation protocols. Your securities are always kept separate from those of our other clients, ensuring that creditors of The Bank of New York Mellon Corporation and its subsidiaries have no claim to these assets. This safeguard applies universally across trust accounts, investment management accounts, custody accounts, and even money market mutual funds held as investment securities.

With over two centuries of experience in investment services, BNY stands as a global leader in security services. As of June 30, 2026, we oversee a substantial $$62.6 trillion in assets under custody and/or administration. Our robust financial position is underscored by some of the highest credit ratings in the global banking industry, as affirmed by Moody's and other major credit rating agencies. BNY maintains a strong Tier 1 ratio, backed by a significant portion of common equity and a substantial base of highly liquid assets, reflecting our steadfast commitment to financial stability and security.

Key Differentiator: World Class Capabilities

BNY serves as a comprehensive platform for all financial markets, touching approximately 20% of the world's investable assets. BNY delivers a breadth and depth of resources, recognized industry leadership, and financial strength to our clients. BNY is the oldest trust company in the country with a fiduciary commitment to operate in the best interests of clients. We have broad experience working with all types of organizations and we adhere to the highest industry standards in all our client relationships.

Key Differentiator: A Consistent, Disciplined Investment Process

As one of the foremost global investment firms, BNY leverages its broad investment resources to construct robust, diversified portfolios that are dynamic and designed to preserve and enhance our clients' assets. These portfolios span multiple asset classes and can align investment values with financial objectives through responsible investing and values-based screens. Our approach incorporates a blend of active and passive investment strategies, supported by innovative practices and rigorous discipline honed over years of experience. This ensures the deep value of a consistent and repeatable investment process that delivers long-term results.

Key Differentiator: BNY's Focused Delivery

BNY's service model combines the personalized approach of a boutique firm with the extensive resources of a global leader, fostering an environment of personal accountability and client-centric service. With a proven track record of serving diverse organizations, we uphold the highest industry standards in all our client relationships. Our success as a service provider is evidenced by the trust and confidence our clients place in us, underscored by consistently high customer satisfaction ratings.

Indicate whether your firm is registered with the SEC or state agency and if so, provide a copy of form ADV part II.

BNY Wealth's services are provided by bank subsidiaries of The Bank of New York Mellon Corporation ("BNY"), primarily BNY Mellon, National Association (N.A.). Banks generally are exempt from registration as investment advisers under the Investment Advisers Act of 1940. BNY's banks qualify for the bank exemption and therefore are not registered as investment advisers.

In the United States, BNY Mellon, N.A.'s primary regulator is the Office of the Comptroller of the Currency (OCC) but certain activities are also regulated by The Consumer Financial Protection Bureau (CFPB) and The Federal Deposit Insurance Corporation (FDIC). International wealth management clients are served primarily through our offices in New York and London, each of which operates under the appropriate local regulatory framework and requirements.

8. **Has your firm, its principals or affiliates ever (a) been the focus of a non-routine SEC inquiry or investigation or a similar inquiry or investigation by a federal, state or self-regulatory organization, or (b) been a party to any litigation concerning fiduciary responsibility or other investment-related matters? If yes to any of the above, please provide details.**

There has been no litigation, proceedings or investigations that have materially impaired the ability of the team providing the proposed services.

Our parent company, the Bank of New York Mellon Corporation ("Company") is a publicly held financial holding company organized under the laws of the State of Delaware and supervised by the Board of Governors of the Federal Reserve System ("Federal Reserve"). Like all major institutions, the Company and its subsidiaries, including BNY Mellon, N.A., are subject to various litigation, proceedings and investigations. As a public company, the Company files certain publicly available reports with the United States Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934. These reports describe, in general, any material pending legal or regulatory proceedings to which any of the Company or its subsidiaries, including BNY Mellon, N.A., is a party.

The Company's filings are available on its website at www.bny.com or are available from us upon request. There have been no litigations, proceedings or investigations during the last ten years that have materially impaired the ability of BNY to perform services of the type being requested by this RFP.

9. **What is the client turnover (gains and losses) of your firm in the past three years, with reasons for termination of relationships?**

Throughout the past 50+ years, we consistently have added new nonprofit clients while losing very few.

Our national nonprofit group does not track information in terms of clients added or lost on an annual basis. Our tracking is a year-to-year analysis of the total dollar amount of institutional client assets under management. Over the past two years our institutional client assets under management have increased by 69%. We believe our client retention rate also presents an appropriate representation of our strong client relationships. Each year BNY Wealth achieves an outstanding annual client retention rate of 93% or better. Due to the confidential nature of our business relationships, our internal policy prevents us from sharing the names of terminated clients.

10. Provide a list and limits of the various insurance coverages not listed in Section 1.6. Coverages may include but are not limited to Professional & Management Liability, Cyber/Privacy/Security insurance. Respondent must present evidence of coverage upon request.

The following insurance coverage is maintained. All coverage is continually renewed prior to expiration dates. Please note that our policies are stand-alone policies and loss limits are not combined.

	Bankers Professional Liability/ Professional Indemnity (E&O)	Directors and Officers Liability	Excess/ Umbrella Liability
Per Loss Limit	$100 million	$75 million (corporate) $75 million (individual)	$25 million
Carrier	AXA XL, CNA, Axis, CV Starr, Nationwide, BNY Trade Insurance Ltd.	AXA-XL, AIG, Markel, AWAC, Nationwide	AIG
Coverage Type	Losses due to errors or omissions	Coverage for wrongful acts in respective capacities of Directors or Officers of the Company	Liability coverage in excess of primary coverage
Expiration	12/01/2027	12/01/2027	04/01/2027

The insurance coverage listed provides protection for The Bank of New York Mellon Corporation and all other corporations, companies, firms, enterprises, or entities which are subsidiaries of, or affiliated with it, and in which the named insured has more than 50% ownership. All carriers are rated A- or better by A.M. Best.

Please refer to **Appendix 2** for our insurance coverage.

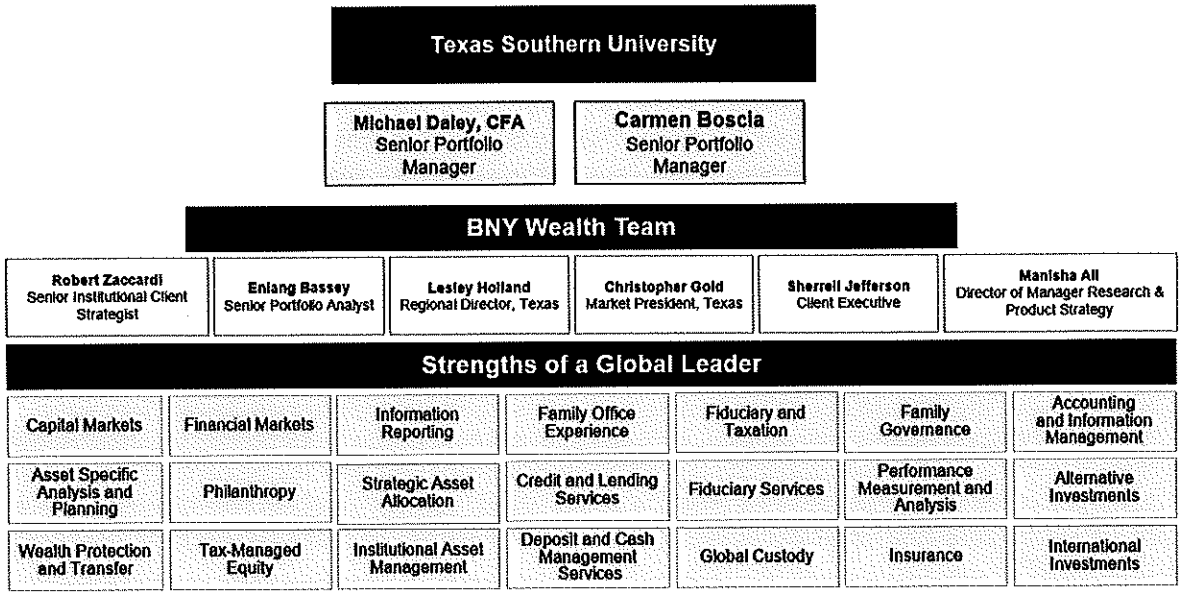
11. Provide a detailed list of clients (beginning with Texas public colleges and universities) for which your firm has provided investment advisory or investment management services similar in scope, size, and complexity during the past five (5) years. Identify those clients governed by the Texas Public Funds Investment Act (PFIA), the Texas Education Code, or other public-sector investment requirements. For each client, provide the organization name, contact person, title, email address, telephone number, years of service, approximate assets under advisement, and a brief description of the services performed.

Respecting the confidential nature of our business relationships, our internal policy requires us to obtain written approval from clients before sharing their names, including in client lists.

Criterion 2: Experience of Key Personnel

1. **Provide the names, biographies and qualifications of the team members who will provide the services to TSU. Identify the team leader accordingly.**

   Each client is supported by a team of individuals who will work with you to understand your specific circumstances and how we can best meet your needs.



   Lesley Holland and Christopher Gold, based in our Texas office, will serve as your dedicated local resources for TSU. They will provide on-the-ground support, collaborating closely with you with all aspects of your account. Lesley and Christopher will ensure that the management of the TSU's investment pools remains consistent with your Investment Policy and will be available to address any immediate needs that arise locally.

   In addition, as part of our broader organization, Michael Daley and Carmen Boscia will serve as your Senior Portfolio Managers while Robert Zaccardi and Eniang Bassey will serve as your Client Strategy team. Michael and Carmen will oversee the design, implementation, and ongoing management of the University's portfolio. They will be assisted by Eniang Bassey, a Senior Analyst who will help address your investment and wealth management needs. Robert will be your primary contact for non-investment capabilities and broad community resources, maintaining regular communication to ensure our service meets your

   By including both local BNY experts and the support of the greater organization, your relationship with BNY is backed by both hands-on expertise and national resources. This includes Sherrell Jefferson, Client Executive, and Manisha Ali, Director of Manager Research & Product Strategy, both of whom work closely with your dedicated team to help provide additional investment and client service support.

2. **Provide years of experience, years with your firm, position titles, and any other pertinent information such as awards, achievements, certifications, national memberships, publications, etc.**

   Please see **Appendix 3** for your team's biographies.

3. **Respondent must have individuals assigned to TSU with a minimum of five (5) years professional experience in the investment consulting field, without exception.**

   Confirmed. All team members have a minimum of five years of professional experience in the investment management field.

Criterion 3: Methodology

This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of services to be provided, and the methods proposed by your firm to provide them.

1. **Respondent shall respond to all requirements and statements noted in Section 2. List any exceptions or substitutions to the requirements and statements.**

SCOPE OF SERVICES AND DELIVERABLES

Investment Policy and Procedures – Review investment-related policies and procedures and make appropriate recommendations for changes.

We recommend reviewing a client's investment policy and guidelines annually. Investment guidelines and policies must combine innovation and discipline in new ways in order to quickly anticipate and leverage the opportunities of the coming decade. They also must consider all aspects of an organization's assets and spending (e.g., operating and capital expenses, building funds, liability planning) while remaining dynamic, constantly readjusting as the facts change. We will seek to help TSU update its investment policy on a consistent basis so that it continues to do both.

Meeting your Investment Committee will help us understand your needs and partner with your organization to develop a well-defined, consistent investment policy. Your portfolio managers will seek to have an active role in investment policy development with your Investment Committee to work toward meeting your organization's objectives. The wealth manager's active role can also contribute to the consistency and continuity of your Investment Committee, as these groups often have rotating memberships.

We understand that each organization's investment objectives are different, individualized by spending policy, liquidity needs, risk tolerance and other factors. Rather than use a standard policy statement for all clients, we develop client-specific Investment Policy Statements tailored by each organization's investment objectives and guidelines.

Portfolio Analysis – Review asset allocations and structures and make recommendations for appropriate changes.

BNY Wealth seeks to enhance returns and control risk in client portfolios across all market cycles. To achieve this objective, we follow a multi-dimensional approach that offers the combined benefits of four key points:

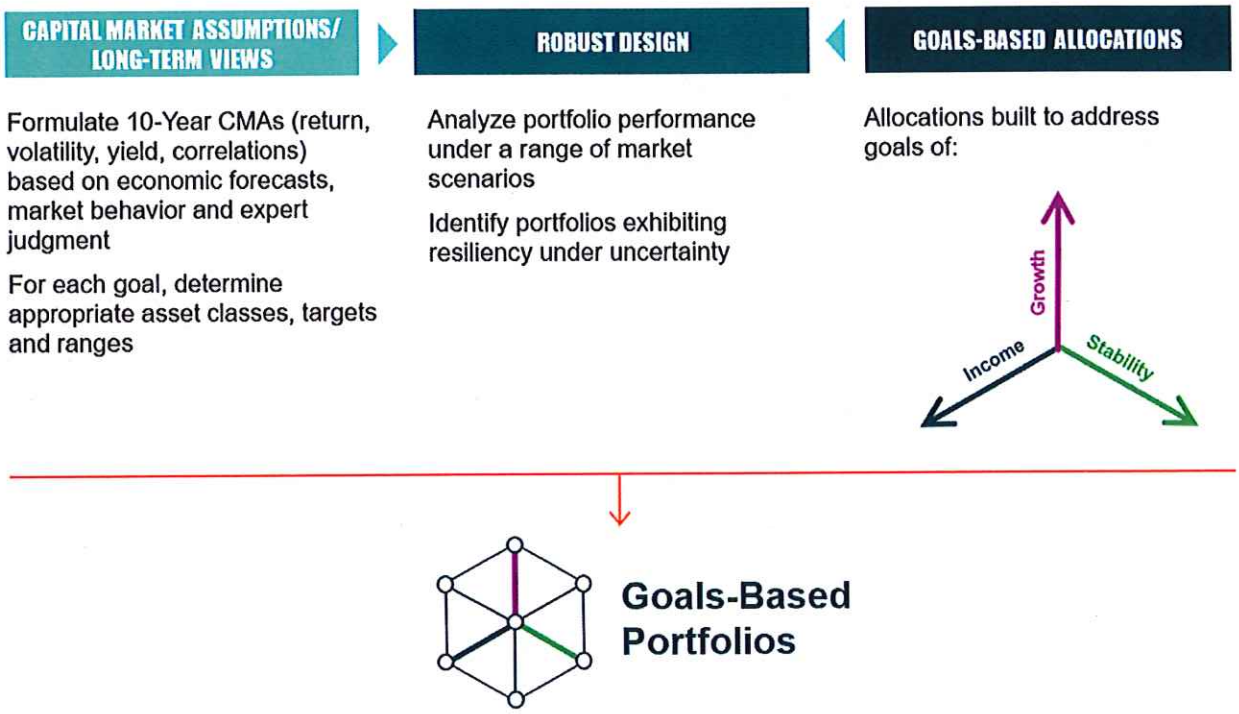
- Asset Allocation: Identification of the ideal mix of asset classes, considering both long and short-term views and the role investments play in achieving investment success
- Investment Platform: Provides the optimal strategies and vehicles to fulfill our asset allocation and investment recommendations to meet each client's objectives
- Asset Management: Investment opportunities across asset classes and styles
- Objective-Driven Investing: Investment thinking and resources tailored to our clients' specific objectives

Our process for asset allocation begins with understanding the objectives for which capital is being deployed as well as the time horizon of deployment. Understanding these principles first helps align an asset allocation and risk budget with the client's needs.

Once an objective or combination of objectives is defined, asset classes that align with the objective are selected for inclusion in the asset allocation. The selection of asset classes is largely based on BNY's Capital Market Assumptions (CMA's) established with a 10-year time horizon and updated annually. Our CMA's reflect return expectations, risk profiles, and correlations for a large universe of assets.

We continue to enhance our process of setting asset allocation and creating a policy portfolio that aligns with an investor's objectives, incorporating analysis to ensure that the portfolio is "robust," and considers the distribution of possible outcomes that can be realized in relation to an assumption of asset class returns. To achieve robustness in the asset allocation, our portfolio construction process utilizes Monte Carlo simulation with non-normal distributions to stress test key variables/inputs into the portfolio construction process to overcome forecast error in asset class return assumptions.

Reducing the sensitivity to forecast error in assumptions provides a more stable policy portfolio that aligns with desired outcomes and increases the probability of achieving the stated aim.



Reporting – Provide monthly flash reports and quarterly performance reports, including but not limited to, performance data and analysis for the total fund, individual asset classes; detailed analysis, including return attribution analysis, portfolio characteristics, style and risk analysis, peer universe comparisons; and holdings analysis relative to benchmarks.

BNY Wealth has a wide range of reporting capabilities. Customization is available and is discussed depending on client preference. Our standard reporting methods are outlined below. We will work with you to develop a reporting schedule that best meets your requirements.

Reporting Method	Timing	Frequency
Statements (Hard Copy, Summary and Paperless)	Typically mailed by 10th business day after period-end* Available on-demand through Wealth Online	Monthly, quarterly and annually
Performance Reports	Upon request to your Portfolio Manager for availability through Wealth Online	Monthly, quarterly and annually

	Ability to customize off-cycle	
Client Internet Access (Wealth Online)	Available daily with values that reflect prior close of business	Available daily with values that reflect prior close of business

*Timing may be affected by several factors, including account consolidations and the assets held in each account (i.e., pricing for some asset classes and investment vehicles can be delayed).

Market updates, manager commentary, nonprofit research commentary, and other advisory based commentary are all delivered on an ad-hoc basis. Wealth Managers have many resources available regarding commentary. Sharing these resources is passed on client preference and is established in introductory meetings. All special market updates (including conference calls and video conferences) are sent to clients based on current market conditions.

Please refer to **Appendix 4** for a sample report.

Manager Research and Analysis – Manage the selection, retention, and dismissal of investment managers, performing the necessary due diligence and providing summary reporting.

BNY Wealth has a dedicated Manager Research team comprised of 12 investment professionals and four employees dedicated to operational due diligence. Professionals are focused on specific asset classes - equities, fixed income, liquid and illiquid alternatives. There is a separate Operational Due Diligence team whose activities are conducted in parallel across all asset classes. The combined group collectively covers investment strategies in every major subsector of those asset classes.

The rigorous investment due diligence process employed by our manager research professionals relies on original and fundamental research based on meetings with key investment decision makers and organizational leaders. Our team evaluates investment managers on approximately 60 different factors that are indicative of a manager's capabilities. These factors are the foundation for establishing a view on the following categories: organization, investment philosophy, investment personnel, investment process, implementation, performance and responsible investment (if applicable).

We go beyond the typical people, philosophy, process and performance components by evaluating the manager's competitive advantages, whether the firm continually validates their philosophy and process, the incentive structure in place for the key investment decision makers, and the quality of the investment insights coming from the team. Examples of factors that we evaluate that are specific to alternative investments include the transparency of the fund and its investments, liquidity management and the specific terms of the investment as outlined in the fund-offering documents.

An important part of the due diligence process is on-site meetings. We believe on-site visits with managers increase the quality of the due diligence process by helping us to understand the culture of the manager's organization, detect instances where dominant individuals and inadequate control environments may exist and provide increased access to the manager's personnel. The on-site visits include meetings with members of senior management, the investment team, compliance, risk management, cybersecurity and trading/operations areas, as necessary. When it is unsafe to conduct on-site meetings due to circumstances outside of our control, such as a pandemic, we utilize video conferencing.

Operational due diligence is a separate and distinct form of due diligence, and we have professionals who focus their manager research efforts solely on this aspect of the due diligence process. This team of professionals examines approximately 20 different areas in the areas of management company risks, compliance risks, operational risks and fund risks. A failure to pass our operational due diligence review will make a manager ineligible for use in client portfolios.

Once the analysis has been completed, the manager will be discussed by the appropriate committees. These committees must approve all managers before they can be used in any client

portfolios. The committees are also responsible for assigning a product rating to each investment strategy and for maintaining those ratings on an ongoing basis.

Research – Shall perform the necessary due diligence on investment markets to ensure optimal performance, including monitoring, rebalancing and reporting.
We regularly monitor all investment strategies in which we have invested client assets. We can review and analyze performance against benchmarks or peers and analyze style, risk and attribution via our proprietary system or third-party systems such as eVestment Alliance or Morningstar Direct at any time. However, we also have regular monitoring procedures that occur at varying time intervals.

- On a monthly basis, we review returns vs. benchmarks for all strategies we have implemented in our client portfolios are reviewed monthly. For most funds, this information becomes available to us 1 or 2 business days after month-end.
- On a quarterly basis, we perform in-depth monitoring and analysis, which includes analyzing performance that is outside of our expectations based on certain quantitative metrics. This analysis may result in direct meetings with investment managers. As part of these meetings, we will receive a report summarizing investment information such as performance, attribution and portfolio characteristics. During the meetings we discuss the details around recent performance and portfolio positioning, as well as the firm's market outlook and any material updates to the investment philosophy and process, the organization or the investment team. These meetings provide the opportunity to ask questions and speak directly with the investment professionals managing the funds. They are most often conducted via conference call, although they may periodically be in person at our offices.
- All strategies formally under coverage will undergo a full due diligence review at least annually. This will include formal meetings with the manager, a review of the approximately 60 factors in our investment due diligence process and the completion of a full research report. These reports will undergo a peer review process and changes to our view must be approved at our Manager Research Advisory Group.
- We also periodically conduct on-site visits with the investment managers on our research platform. We consider on-site visits to be an important part of enhancing the quality of our due diligence process, as they help us to understand the culture of the manager's organization, detect instances where dominant individuals and inadequate control environments may exist and provide increased access to the manager's personnel.

Our performance monitoring goes beyond simple performance comparisons against standard benchmarks and peer groups. It includes understanding an investment manager's style and a view of the performance in the context of the style within the recent market environment. It will often include analyzing performance against style-specific benchmarks or peer groups that we have identified as being the most relevant for gauging performance. We also analyze performance after stripping out style factors to determine what we refer to as "residual alpha." It is this more in-depth view of performance that allows us to assess the significance of any value added from actively-managed strategies.

Training, Development, and Reporting – Provide annual introduction to Asset Management for new Board and/or Committee members as well as quarterly reporting to Finance Committee and Board of Regents in person, if requested.
Our strategy and service approach is grounded in each client's unique situation and delivered by dedicated portfolio managers who is fully accountable for client satisfaction. Charged with proactively managing your relationship, this highly skilled professional leads a service team that is designed to ensure consistent, informed attention to your needs. Your team will meet with you as often as you need. Typically, this involves quarterly or semi-annual investment reviews as well as an annual planning session.

We will schedule regular investment reviews either in-person or via teleconference. For these meetings, we will review the portfolio's performance, structure and asset allocation, and the basic

administrative information for the account, current market conditions and any other discussion points requested. We also will review your goals and objectives for any changes that might impact the portfolio.

Additional Education

We have a number of educational opportunities that we make available to nonprofit staff, investment committee, and board leaders and we are happy to customize our training to the unique characteristics of your organization. We often introduce educational topics as part of investment committee and/or board meetings, and will schedule special meetings to present educational materials, as desired. Recent educational topics include:

- Pros and cons of an OCIO model
- Governance best practices for fiduciaries
- Benefits of utilizing donor advised funds
- Fund raising trends and strategies
- Multi-horizon liquidity management
- Spending rates in a lower-return environment
- Allocation to illiquid investments
- Fee productivity by asset class (where to implement index funds)
- Diversifier options to manage volatility
- Environmental and values-based investing

Market Summary – Provide a monthly summary and commentary of current developments in the domestic and global equity and debt markets.

Market updates, manager commentary, nonprofit research commentary, and other advisory based commentary are all delivered on an ad-hoc basis. Wealth Managers have many resources available regarding commentary. Sharing these resources is passed on client preference and is established in introductory meetings. All special market updates (including conference calls and video conferences) are sent to clients based on current market conditions. Please see **Appendix 5** for an example of our market insights.

Transition and Continuity of Services - Respondent shall provide a detailed transition and continuity plan describing how services will be assumed without disruption to the University's investment operations. The plan shall include:

- **Transition schedule and implementation milestones.**
- **Knowledge transfer process.**
- **Coordination with existing investment managers and custodians.**
- **Risk mitigation strategies during transition.**
- **Continuity of reporting and performance monitoring.**
- **Communication plan with University administration and governing bodies.**

BNY Wealth will use a disciplined, customized transition process to minimize disruption, preserve portfolio value, and maintain operational continuity. We begin with an onboarding session with key stakeholders to confirm timelines, responsibilities, and priorities.

A dedicated transition team—including your Wealth Advisor, Portfolio Manager, Portfolio Transition Specialist, and Operations professionals—will manage the transition and coordinate with the current custodian or advisor to transfer assets and information efficiently. This includes:

- Mapping existing holdings to our recommended strategy
- Identifying assets to retain, liquidate, or transition in-kind

- Minimizing trading costs and tax implications where applicable
- Ensuring accurate reconciliation and system integration
- Setting up reporting, compliance, and administrative infrastructure
- Identifying and mitigation any potential implementation risks

For more information, please see Criterion 5 below.

Performance Improvement and Strategic Advisory Services - Respondent shall provide ongoing strategic investment recommendations including:

- **Asset allocation studies.**
- **Capital market assumptions.**
- **Liquidity planning.**
- **Spending policy analysis.**
- **Benchmark evaluation.**
- **Emerging investment opportunities consistent with University objectives.**

Your portfolio must evolve with market conditions and the client's changing circumstances. We recommend an annual review of the portfolio, or more frequently if there are significant changes in the TSU's situation, market conditions, or objectives. During these reviews, we assess the portfolio's performance, revisit asset allocations, and recommend any necessary updates to the IPS to maintain alignment with your goals.

Investment Policy Statement Compliance – Respondent shall annually review the University's Investment Policy Statement (IPS) and recommend revisions, as appropriate, to ensure continued alignment with the University's investment objectives, applicable laws, and industry best practices. Respondent shall annually certify that all investment recommendations are consistent with the University's Investment Policy Statement and applicable governing statutes and regulations.

Your IPS should be a dynamic "living" document. As such, we recommend reviewing your investment policy and guidelines annually at a minimum. Our own Investment Strategy Committee continually evaluates the relative risk and return of our various investment strategies and adjusts our corresponding asset allocation recommendations based on those evaluations. If any of our overall asset allocation recommendations affect the asset allocation guidelines established in your IPS, our team will reach out to discuss the updates and how the changes may relate to your own investment policy.

Investment Policy Compliance Monitoring – Respondent shall monitor the University's investment portfolio for compliance with the Investment Policy Statement and applicable statutory requirements. Respondent shall promptly identify any actual or potential deviations from the Investment Policy Statement and provide written recommendations for corrective actions, including implementation timelines and risk assessments.

Once a portfolio is agreed upon with the client, the investment objective for the account is coded in the system so that the account's actual allocation can be reviewed against target allocations and checked each time a trade is executed. Each portfolio is monitored and reviewed regularly through various processes that consider asset allocation, vehicle selection, cash levels, and unique needs of particular assets to ensure the investments are properly aligned with each client's goals and objectives targets stated in the IPS. On an ongoing basis the portfolio team routinely rebalances the portfolio to keep the allocation in line with stated goals and objectives, including risk levels.

For individual managers, we monitor separately managed accounts on a daily basis through our proprietary compliance monitoring system to ensure the manager is adhering to the stated mandate. For collective vehicles, we review style, characteristics and perform holdings-based analysis when information becomes available to ensure the investment is still suitable for our clients.

REQUIREMENTS OF RESPONDENT

Respondent must be a registered investment advisor under the Investment Company Act of 1940.

BNY Wealth's services are provided by bank subsidiaries of The Bank of New York Mellon Corporation ("BNY"), primarily BNY Mellon, National Association (N.A.). Banks generally are exempt from registration as investment advisers under the Investment Advisers Act of 1940. BNY's banks qualify for the bank exemption and therefore are not registered as investment advisers.

In the United States, BNY Mellon, N.A.'s primary regulator is the Office of the Comptroller of the Currency (OCC) but certain activities are also regulated by The Consumer Financial Protection Bureau (CFPB) and The Federal Deposit Insurance Corporation (FDIC). International wealth management clients are served primarily through our offices in New York and London, each of which operates under the appropriate local regulatory framework and requirements.

Respondent must have been in business for a minimum of ten (10) years; if the Respondent has not been in business for at least ten (10) years, the senior principals of the Respondent must have at least ten (10) years of experience with institutional clients at an investment consulting firm.

The Bank of New York Company was founded in 1784 by Alexander Hamilton. Mellon Financial Corporation was founded in 1869 as T. Mellon & Sons' Bank by retired Judge Thomas Mellon and his sons, Andrew W. Mellon and Richard B. Mellon. BNY Wealth has been providing investment management services for over 50 years.

Respondent must agree to act as a "fiduciary" with respect to Texas Southern University; and furthermore, Respondent warrants that it will not delegate these fiduciary responsibilities.

BNY Mellon, National Association ("BNY Mellon, N.A.") is a nationally chartered bank with the ability to exercise fiduciary powers. BNY Mellon, N.A. acts in various fiduciary capacities, including where BNY Mellon, N.A. provides discretionary investment management services to its clients.

Operating as a Fiduciary, we are held to the highest industry standards to act in the best interest of TSU. Being a fiduciary means:

- **Advice:** Our advice is aligned with the goals of TSU. Our advice is not driven by product or manager incentives. And our compensation structure and culture are aligned with putting your interests ahead of our own.
- **Process:** We help you think through internal investment and spending policies, educate investment committee members on navigating ever-changing market conditions and memorialize your guidelines for acceptable risk and return parameters in a customized Investment Policy Statement (IPS). The IPS becomes the governing document for how we invest on your behalf.
- **Transparency:** We provide full transparency in every aspect of our advice. This includes addressing the trade-offs in balancing short-term spending needs with longer-term growth and impact goals. As a fiduciary, we strive to provide thoughtful returns over time that minimize the impact of fees and inflation and maximize the resources available to support your mission.

Respondent must disclose all conflicts of interest, all sources of revenue and all affiliations especially, but not limited to, investment managers contracted by the Respondent.

We do not anticipate any potential conflicts of interest, or appearance of conflict, to arise if we were selected to be your investment advisor. We are also not aware of any affiliations with Texas Southern University. Conflicts of interest are addressed through detailed policies and procedures that define and address conflicts, which are managed and disclosed as appropriate.

The team providing advisory services does not receive any fees or direct consideration from any managers or third parties who wish to be on our platform. We do not receive any direct or indirect compensation from investment managers to be included in any proprietary or third-party databases or software systems that we utilize. Furthermore, we do not sell research, provide conferences or involve ourselves in any other activity that would require payment from investment managers for these services. Where mutual funds are included in a portfolio, institutional share classes will be chosen when available.

Respondent warrants that it has completed, obtained, and performed all registrations, filings, approval, authorizations, consents or examinations required by government or governmental authorities.
Confirmed.

Respondent warrants that it has not paid and will not pay, has not given and will not give, a remuneration or thing of value directly or indirectly to TSU or any of its board members, officers, employees, or agents, or any third party except as disclosed to TSU with its response to this RFP or otherwise; including, but not limited to, a finder's fee, cash solicitation fee, fee for consulting or a fee for lobbying or otherwise.
Confirmed.

Respondent warrants that it has established ethics and conflicts of interest policies and procedures, and proper internal compliance controls are in place.
We have policies and procedures in place to mitigate the potential for conflicts of interest. We are also bound by the corporation's Code of Conduct which addresses our ethical standards when servicing our clients. All employees are required to affirm they have read and are following the Corporate Code of Conduct on an annual basis. We have internal controls in place to ensure we are following our documented policies and procedures. Our Internal Audit Division (IAD) routinely conducts an onsite review to verify the internal controls within our business are functioning as designed. IAD strives to ensure that business units are adhering to policies and procedures that are intended to prevent any regulatory violations, business practice violations and ensure compliance with all applicable laws.

If requested by TSU, Respondent must be prepared to present financial statements for the past five (5) years.
These statements can be provided upon request.

Respondent must have individuals assigned to TSU with a minimum of five (5) years' professional experience in the investment consulting field.
Confirmed. Please see **Appendix 3** for your proposed service team's biographies.

2. **Describe the firm's knowledge and experience in specific asset class or strategy including private equity, real estate and alternative investments.**

Within client portfolios, we have the ability to implement a broad range of private market solutions, including Private Equity, Venture Capital, Growth Equity, Private Real Estate and other real-asset solutions. Our Alternatives Advisory team is dedicated to developing an appropriate client-specific strategy and allocation policy, identifying, researching and performing due diligence on alternative investment managers to construct a private investment portfolio. This team focuses solely on private markets and has a 20+ year track record designing and building private equity and venture capital

structures. In private markets, where success is often linked to access to managers that are frequently closed to new investors, our team enjoys strong relationships, built over many years, with a number of top managers.

The Alternatives Advisory team is complemented by our Manager Research team, which conducts proprietary research on alternative investment managers and strategies to make qualitative judgments on their ability to outperform their benchmark and otherwise meet investment objectives.

We look at all client's unique situation to determine if an allocation to a capacity constrained fund is appropriate, as defined by their strategic and tactical asset allocation and Investment Policy Statement. If an allocation is warranted, we act quickly to get an allocation. It is important for us to define, through the Investment Policy Statement and TSU stakeholders to understand what types of investments depending on varying factors are suitable. This upfront and ongoing work allows us to act quickly once these opportunities are available.

We recognize that access to leading private investment managers may be constrained by the manager and that we may have to allocate exposure to those managers across multiple clients. As a result, we are cognizant of the potential for conflicts of interest. We are bound by our fiduciary duty when providing trustee or investment management services and have policies and procedures in place to mitigate the potential for conflicts of interest, copies of which are available.

3. **List all of your firm's standard services provided in a typical investment management relationship, including the firm's Asset Management Philosophy and what approach would be utilized for TSU in fulfilling this RFP.**

Our focus on nonprofit organizations allows us to bring the "best practices" we have learned from decades of experience in the nonprofit sector to each individual organization. We can provide insight and guidance on the latest developments in critical areas of focus such as portfolio design and legal/regulatory changes impacting the nonprofit sector.

We have worked with numerous organizations to put the necessary policies and procedures into place to operate a sustainable organization. This work includes development of governance policies and procedures, as well as investment and spending policy guidelines and procedures.

The investment services we are offering to TSU include:

Investment Design

- Investment policy
- Spending Policy
- Asset/liability matching
- Scenario and cash flow analysis
- Asset allocation strategy and risk modeling
- Insights on best practices and governance

Investment Management

- Strategic asset allocation across sub-asset classes
- Investment advisory services
- Dynamic asset allocation
- Manager research & selection
- Portfolio construction & implementation
- Strategic and tactical rebalancing
- Performance reporting & analytics
- Environmental, Social & Governance (ESG) investments

Investment Servicing

- Global custody
- Web-based reporting and analytics
- Performance measurement and analysis - Global Investment Standards (GIPS®) compliant
- Monthly, quarterly, and annual statements
- Investment Committee and Board presentations

Administration

- Audit & tax reporting support
- Grant-making support
- Banking services
- Cash processing
- Timely gift processing
- Sub-fund accounting
- Annual distributions calculations
- Advice on donor engagement and philanthropic trends
- Educational events and white papers

4. **Describe your firm's process for analyzing a client's existing Investment Policy. Describe your firm's method for recommending modifications and monitoring the Investment Policy and strategy.**

   A well-defined and consistent investment policy is critical to realizing any organization's objectives. We understand that each organization's investment objectives are different, individualized by spending policy, liquidity needs, risk tolerance and other factors.

   At the beginning of our relationship, your Portfolio Managers, Michael Daley and Carmen Boscia, will collaborate with the Endowment Committee to understand your organization in greater depth, including but not limited to:

   - Identifying and defining your financial and investment goals
   - Assessing your risk appetite and profile
   - Listening to your views, sensitivities, and preferences
   - Discussing expectations around required return and need for income generation
   - Implementing specific requirements and constraints
   - Modeling an appropriate spending level that can enhance long-term viability of assets

   Michael and Carmen will play an active role in not only the creation, but also ongoing adherence and maintenance of the policy statement which will ensure a consistent, disciplined investment process. In addition to IPS and spending level support and analysis, Michael and Carmen will also proactively communicate BNY's best thinking around asset allocation as the investment and economic landscape changes (including the sharing of underlying rationale regarding potential changes). To supplement any recommended changes, we will provide detailed stochastic and probability-based modeling / analysis to illustrate potential portfolio implications of the discussed asset allocation and strategy changes. Incorporating this type of analysis provides visibility into changes in expected returns and the portfolio implications from a risk perspective.

5. **Describe your firm's asset/liability modeling capability, and portfolio structure analysis. Describe the manner in which your firm would assist TSU in recommending changes and monitoring asset mix.**

   We believe asset allocation is the most critical component in successfully achieving your goals. Our asset allocation models, or Goals-Based Models, were developed to address the growth, income, and stability needs of our clients while delivering successful outcomes under various market scenarios and across a range of client goals. Our approach blends judgment with quantitative analysis and recommendations are based on a forward-looking time horizon of 7-10 years and are guided by the BNY 10-Year Capital Market Assumptions

   The most effective asset allocation strategy unites:

   Goal setting

   - Determine purposeful asset class targets and ranges in pursuit of client goals (growth, income, stability, or combination)

   Long-term strategic discipline

   - Emphasize 7-10 year views to shape portfolio construction

   Robust design

   - Increase the probability of delivering successful outcomes

   Shorter-term dynamic insights

   - Selective application to capitalize on opportunities or minimize risk

Each of our goals-based models have a unique combination of asset classes and sub asset classes. The selection of asset classes is based in large part on BNY's Capital Market Assumptions (CMA's) which are established with a 10-year time horizon and updated annually. Our CMA's reflect return expectations, risk profiles, and correlations for a large universe of assets. Please refer to **Appendix 6** for an overview of our 2026 Capital Market Assumptions.

Our own projections are derived by considering three sources: (1) historical data on capital markets; (2) our own internal research and opinion about the future direction of capital markets; and (3) independent research and opinion. These three sources are all weighed in developing our own forward-looking capital market assumptions. Key to our process of setting asset allocation and creating a policy portfolio that aligns with an investor's goals is ensuring that the portfolio is "robust" and considers the distribution of possible outcomes that can be realized in relation to an assumption of asset class returns. In order to achieve robustness in the asset allocation, our portfolio construction process utilizes Monte Carlo simulation with non-normal distributions to stress test key variables/inputs into the portfolio construction process as a way to overcome forecast error in asset class return assumptions. Reducing the sensitivity to forecast error in assumptions provides a more stable policy portfolio that aligns with desired outcomes and increases the probability of achieving the stated goal.

When developing our asset allocations, we incorporate both longer-term and shorter-term forecasts to capitalize on market dislocations.

Our approach to the rebalancing process incorporates three levels of oversight: firm policy, strategy and portfolio. At the policy level, the Investment Strategy Committee studies asset class trends and shifts, determines which asset classes are beneficial to the implementation of our strategy, and formulates policy ranges for each asset class exposure. Changes have averaged 2-3 per year and are communicated to all portfolio managers.

Within individual strategies, rebalancing is accomplished in a disciplined fashion whenever sector or individual security weightings stray from the ranges established within the agreed-upon Investment Policy Statement (e.g., 5% maximum for each security).

At the portfolio level, the wealth manager monitors and rebalances as needed, not simply according to a routine timeline. Wealth managers recommend an appropriate strategic allocation after considering client-specific circumstances and objectives. Once an allocation is agreed upon with the client, the investment objective for the account is coded in the system so that the account's actual allocations can be reviewed against target allocations. Aiding the wealth manager in the day-to-day management of accounts are various software tools, such as the Portfolio Management Dashboard within our trading system, which may promote adherence to a client's investment objectives by flagging items requiring attention, including accounts with drift from investment objective.

In all of the studies that we have reviewed, rebalancing has been shown to be integral to long-term investment success. If market conditions or allocation policy changes result in portfolios outside the established target ranges for an asset class, the wealth manager intervenes and rebalances the portfolio.

6. Describe your firm's process for evaluating a client's investment performance and how this is communicated to the client.

At BNY Wealth, we believe that performance evaluation is most meaningful when aligned with a client's specific objectives, risk tolerance, and investment policy. As such, our performance benchmarks are thoughtfully selected or developed in collaboration with each client to ensure they are relevant, transparent, and aligned with long-term strategic goals.

Benchmark Selection and Customization
We utilize a wide range of industry-standard market indices—such as the S&P 500, MSCI ACWI, Bloomberg U.S. Aggregate Bond Index, and others—as baseline measures depending on the asset class and investment strategy. However, we recognize that a one-size-fits-all approach is rarely appropriate for mission-driven organizations or institutions with complex portfolios.

Our team works closely with each client to develop custom or blended benchmarks that reflect their unique asset allocation targets, investment styles (e.g., active vs. passive), and ESG or spending considerations. These may include multi-asset class benchmarks, policy benchmarks aligned to strategic allocations, and style benchmarks that reflect manager-specific risk/return profiles.

Ongoing Review and Evaluation
Once benchmarks are established, they are used not only to measure relative performance but also to guide discussions around portfolio structure, manager contributions, and long-term strategy. We review benchmark appropriateness regularly as part of our ongoing governance process and make recommendations when asset allocations or objectives evolve.

This tailored approach ensures that performance is evaluated not just in isolation, but in the context of the client's broader mission, financial goals, and fiduciary responsibilities.

Our strategy and service approach is grounded in each client's unique situation and delivered by dedicated portfolio managers who is fully accountable for client satisfaction. Charged with proactively managing your relationship, this highly skilled professional leads a service team that is designed to ensure consistent, informed attention to your needs. Your team will meet with you as often as you need. Typically, this involves quarterly or semi-annual investment reviews as well as an annual planning session.

We will schedule regular investment reviews either in-person or via teleconference. For these meetings, we will review the portfolio's performance, structure and asset allocation, and the basic administrative information for the account, current market conditions and any other discussion points requested. We also will review your goals and objectives for any changes that might impact the portfolio.

Please see **Appendix 4** for a sample portfolio review.

7. **Describe the types of qualitative and quantitative factors you use in evaluating a portfolio manager.**

Our manager research staff evaluates managers on 50+ factors that we believe are indicative of a manager's capabilities. These factors are grouped into seven categories: organization, philosophy, process, performance, personnel, implementation, and responsible investment.

Organization
Accommodation of Growth
Business Leadership
Complexity
Corporate Responsibility
Culture
Diversification by Asset Class
Diversification of Client Base
Ownership/Incentive
Product Innovation
Stability
Succession Plan

Investment Philosophy
Clearly Articulated Investment Philosophy
Compelling Philosophy
Continual Validation of the Philosophy
Differentiation

Performance
Consistency of Alpha & Internal Rate of Return
Performance Attribution in line with Philosophy
Performance Consistent with Style
Fee Impact

Investment Personnel
Breadth
Depth
Experience
Incentive Structure
Portfolio Knowledge
Skill
Stability
Support Resources

Implementation
Capacity
Diversification Policies
Independence of Risk Management
Liquidity Management[1]
Portfolio Construction Approach
Quality of Traders
Risk Management Tools & Capabilities
Role of Risk Management
Terms[1]
Trading Policies
Transparency[1]
Value Added from Trading

Investment Process
Clearly Articulated Investment Process
Continual Validation of the Philosophy
Portfolio Consistent with Philosophy
Quality of Investment Insights
Source of Investment Research
Use of Research
Sell Discipline

Responsible Investment
Clearly Articulated Objective
Commitment
Compelling Approach
Level of Influence
Resources
Validation

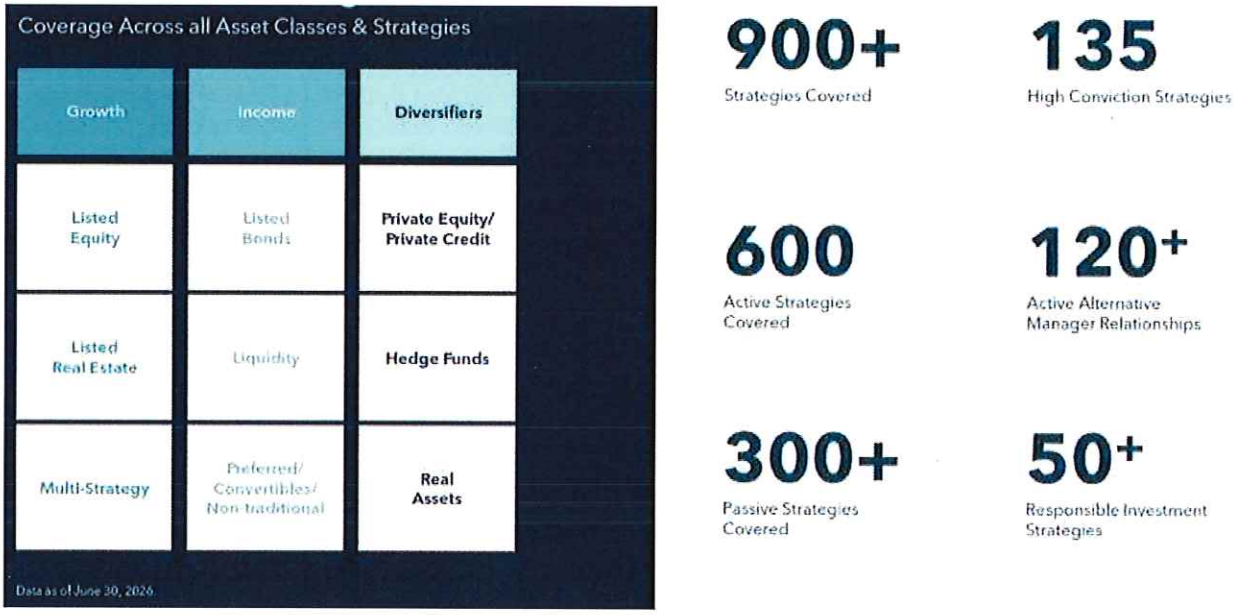
[1]Specific to Alternative Manager Research.

The underlying factors serve as the fulcrum points for analyst discovery and debate, in determining the key drivers of success for each manager. All factors are opined from the perspective of peers, which ultimately results in a score (quintile 1 through 5) assigned to each factor group. Factor scores are rolled up and translated into an overall descriptive manager rating, while serving as a basis for future comparison and calibration of views within and across asset classes.

The manager research process is iterative, with a key focus on refining our conviction in ratings. We employ a consistent and rigorous monitoring process which includes a mix of quantitative (e.g., performance, asset flows, correlations) and qualitative (e.g., news alerts, questionnaires, manager correspondence, peer discussions) inputs to ensure that our ratings are fresh and forward-looking. Additionally, each search conducted by the team is an opportunity to explore new ideas and challenge our existing views.

8. **How many investment managers do you currently track and describe the steps in your due diligence/search for manager selection?**

BNY Wealth actively follows more than 800 investment strategies across all sub-asset classes. Our manager universe is broad as we utilize a combination of proprietary and purchased third-party investment manager databases, and we believe that this combination of purchased and proprietary sources of information make our database unique and comprehensive. The purchased manager databases include eVestment Alliance, eVestment Hedge, Morningstar, FactSet, HFR, Mercer, and Pitchbook. These databases collectively cover over 50,000 strategies across generally accepted asset classes (equity, fixed income, balanced/multi-asset, real estate, alternatives, hedge funds and private equity). We primarily use these purchased databases for the data they provide, and they allow us to do screening, review peer comparisons and analyze since inception returns and holdings-based characteristics. Return information in these databases is typically updated monthly while other information is updated quarterly.



The rigorous investment due diligence process employed by our manager research professionals relies on original and fundamental research based on meetings with key investment decision makers and organizational leaders. Our team evaluates investment managers on approximately 60 different factors that are indicative of a manager's capabilities. These factors are the foundation for establishing a view on the following categories: organization, investment philosophy, investment personnel, investment process, implementation, performance and responsible investment (if applicable).

We go beyond the typical people, philosophy, process and performance components by evaluating the manager's competitive advantages, whether the firm continually validates their philosophy and process, the incentive structure in place for the key investment decision makers, and the quality of the investment insights coming from the team. We also incorporate ESG factors into our evaluation and have some factors that are only applicable to certain asset classes, such as alternatives that may exist in private fund structures. Examples of factors that we evaluate that are specific to alternative investments include the transparency of the fund and its investments, liquidity management and the specific terms of the investment as outlined in the fund-offering documents.

An important part of the due diligence process is on-site meetings. We believe on-site visits with managers increase the quality of the due diligence process by helping us to understand the culture of the manager's organization, detect instances where dominant individuals and inadequate control environments may exist and provide increased access to the manager's personnel. The on-site visits include meetings with members of senior management, the investment team, compliance, risk management, cybersecurity and trading/operations areas, as necessary. When it is unsafe to conduct on-site meetings due to circumstances outside of our control, such as a pandemic, we utilize video conferencing.

Operational due diligence is a separate and distinct form of due diligence, and we have professionals who focus their manager research efforts solely on this aspect of the due diligence process. This team of professionals examines approximately 20 different areas in the areas of management company risks, compliance risks, operational risks and fund risks. A failure to pass our operational due diligence review will make a manager ineligible for use in client portfolios.

Once the analysis has been completed, the manager will be discussed by the appropriate committees. These committees must approve all managers before they can be used in any client portfolios. The committees are also responsible for assigning a product rating to each investment strategy and for maintaining those ratings on an ongoing basis.

9. Provide samples of investment performance reports.

Please see **Appendix 4** for a sample investment report.

10. Please address your firm's training of Committee members as it relates to their fiduciary responsibilities.

As a fiduciary, BNY works with our nonprofit clients to assist them with compliance with the investment guidelines in their state's UPMIFA statute.

The portfolio team will meet with the Board of Trustees and/or Investment Committee at the start of our relationship as part of our disciplined portfolio construction process. We will ask the specific questions to understand the details of your organization's financial objectives, risk tolerance and liquidity needs and to bring important issues to light. We also share our firm's insight into those economic conditions that may impact portfolios both currently and in the long-term.

We work with the Board of Trustees, investment committee, and requisite staff members to review and possibly suggest edits to the *Investment Policy Statement* which will guide our process and progress. In constructing the portfolio, we would rely upon our portfolio theory, expertise and understanding of your organization's individual requirements and objectives to guide us in selecting the vehicles most appropriate to implementing your organization's allocation. In compliance with UPMIFA, the Investment Policy statement will be reviewed at least annually and investment performance will be reported against the agreed-upon benchmarks.

In addition to these formal interactions, we will work with the Board and Investment Committee to develop the other aspects of an effective communication plan, including phone conversations, written and other communications.

11. Discuss your firm's engagement in large investment opportunities as a participant and provide access to your clients.

BNY Wealth engages in large investment opportunities as a participant by leveraging its institutional platform, deep relationships, and integrated approach across its Wealth teams. Here's how BNY Wealth operates and provides access to these opportunities for clients:

- For large investment opportunities, BNY Wealth has been given approval to offer stand-alone alternative advisory relationships for clients willing to commit $50 million or more. These bespoke portfolios can include private equity, venture capital, co-investments, direct investments, and other alternative strategies, managed by specialized teams. This allows clients to access opportunities they may not have the bandwidth to source or manage independently.
- BNY Wealth leverages its institutional capabilities, including execution services for public securities, derivatives trading, and enhanced cash management, to support complex, global investment strategies for single family offices and ultra-high-net-worth clients. This is facilitated through close collaboration between regional sales teams and GFO, ensuring seamless delivery and access to institutional-grade opportunities.
- BNY Wealth also provides access to unique investment opportunities, such as private placement life insurance (PPLI) wrappers, which allow accredited investors to invest in a broad range of assets, including alternatives, with tax advantages. BNY directly manages tailored portfolios inside these structures, further expanding access to sophisticated investment solutions.

In summary, BNY Wealth's approach is highly collaborative, leveraging its scale, expertise, and integrated platform to both participate in and provide client access to large, complex investment opportunities across public and private markets.

12. Please thoroughly discuss the custodial services you will provide.

BNY Wealth leverages the world-class custody and investment management capabilities of the greater BNY organization.

BNY Wealth serves as both investment manager and custodian for most clients. By serving in both capacities, we can offer consolidated, simplified record keeping. Custody services are included as part of the investment advisory fees, which generally reduces total fees for our clients.

Custody of Investment Assets – BNY Wealth

BNY Wealth provides dedicated custody services through The Bank of New York Mellon, one of the world's largest and most respected global custodians. As part of BNY, our clients benefit from the strength, stability, and operational excellence of a custody platform that services more than $62.6 trillion in assets under custody and/or administration (AUC/A) as of June 30, 2026.

Custody Arrangements:

- Under our proposal, the TSU's assets would be held in a separately registered account in the name of the TSU.
- These assets would not be commingled with those of other clients. Each client maintains individual ownership and account-level transparency.

- All assets are segregated on our books and records, and the TSU would retain full legal ownership of all securities and cash held in the account.

Custody of Alternative Assets:

- For alternative investments (e.g., private equity, hedge funds, real estate partnerships), we offer specialized custody support:
- We maintain detailed records of subscription documents, capital calls, and distributions.
- These assets are not commingled, and all positions are segregated by entity.
- Our alternative investment administration includes support for valuation tracking, audit coordination, and client reporting.
- Our dedicated alternative asset operations team ensures appropriate documentation, communication with general partners, and oversight of administrative details throughout the investment lifecycle.

In summary, BNY Wealth offers segregated, secure, and transparent custody arrangements, backed by the infrastructure of one of the most trusted custodians in the world. We are well-equipped to support the custody needs of traditional and alternative assets alike for the TSU.

13. **Describe how your firm preserves institutional knowledge throughout the engagement.**

BNY Wealth preserves institutional knowledge throughout the client engagement lifecycle through a disciplined, team-based approach that captures, organizes, and continuously refines key information. By maintaining shared repositories of approved content, documenting client objectives and engagement history, and incorporating insights from proposal, relationship, product, legal, risk, and operational teams, we help ensure continuity, consistency, and accuracy across every stage of the process. This structured approach enables us to retain valuable experience and lessons learned, respond efficiently to evolving client needs, and deliver high-quality, well-informed materials that reflect both the depth of our platform and the specifics of each client relationship.

14. **Explain how recommendations are tailored to a university's investment policy rather than using standardized portfolio models.**

BNY Wealth does not manage clients strictly into model portfolios. Each portfolio is custom-built and uniquely aligned to the specific needs, objectives, and investment policy of the individual client or foundation we serve.

We take a goals-based and fiduciary-driven approach, which begins with a deep understanding of the client's Investment Policy Statement (IPS), risk tolerance, liquidity needs, time horizon, spending policy, and mission. From there, we construct a tailored asset allocation strategy that incorporates both strategic and tactical guidance and, where appropriate, includes Responsible Investing or mission-aligned considerations.

While we maintain centralized investment research and a robust open architecture platform, our internal investment team continuously evaluates a broad range of asset classes and managers to inform our recommendations. These insights are used to guide portfolio construction but are never applied in a "one-size-fits-all" fashion.

Portfolios are actively managed by our investment team, and any changes—such as asset allocation shifts or manager changes—are communicated to clients in advance, reviewed against their specific IPS, and implemented only if they align with the client's goals and guidelines.

In short, every portfolio is uniquely constructed, not fit into a model, ensuring that the TSU receives a strategy that reflects its distinct priorities and responsibilities.

15. **Describe your firm's experience providing investment advisory or investment management services to Texas public universities or university systems governed by the Texas Public Funds Investment Act (PFIA), the Texas Education Code, and other applicable state laws. Discuss your familiarity with statutory investment requirements, governance structures,**

Board reporting, and fiduciary responsibilities unique to Texas public institutions of higher education.

BNY Wealth currently works with over two dozen nonprofit clients throughout Texas, including several higher education institutions. We understand that public universities and university systems operate within legal, policy, and fiduciary frameworks that can vary meaningfully by state and institution. Our approach to serving these organizations is therefore grounded in careful alignment with each client's governing documents, applicable statutory requirements, internal investment policies, delegated authority structures, and oversight expectations. We recognize that institutions of higher education may be governed through boards of regents, trustees, or similar bodies, often supported by investment, finance, treasury, or audit committees, and that these structures shape how investment decisions are reviewed, approved, documented, and monitored.

In this context, BNY Wealth focuses on delivering disciplined investment advisory and investment management support that is responsive to each institution's stated objectives, risk parameters, liquidity needs, spending considerations, and reporting requirements. We understand the importance of clear and transparent Board and committee reporting that facilitates oversight of portfolio positioning, performance, risk, guideline adherence, and fiduciary responsibilities. Where applicable, we work within the client's prescribed governance and compliance framework and coordinate with authorized stakeholders to help support informed decision-making, appropriate documentation, and ongoing alignment between investment implementation and institutional policy requirements.

16. **Describe your process for ensuring continuity when key personnel change.**

BNY has a robust succession planning process to proactively identify, develop and retain the high performance senior leadership talent that is critical for continued business success. This is a best practice in good corporate governance.

Within BNY Wealth's portfolio management organization, we structure each team with the resources necessary to support each client: a senior portfolio manager for oversight purposes, portfolio managers to focus on proactive client interaction, and other team members to address routine day-to-day tasks. Should a portfolio manager leave the employ of BNY Wealth, we appoint another portfolio manager, typically the backup portfolio manager already in place for the relationship. The newly appointed portfolio manager would continue to apply our same structured portfolio management process to the relationship, using the original account documentation (e.g., Investment Policy Statement) to confirm the relationship's specifics. BNY Wealth's client relationship management tool consolidates all client profile information, promoting uniformity, consistency and accuracy.

17. **Describe your philosophy regarding long-term endowment stewardship versus short-term performance.**

BNY Wealth's approach to endowment stewardship for higher education clients is rooted in the understanding that these assets are intended to support an institution's mission over generations, including funding scholarships, academic programs, research, faculty support, and other long-term priorities. In that context, we believe portfolio strategy should be guided primarily by long-term objectives, spending needs, risk tolerance, liquidity requirements, and governance parameters, rather than by short-term market movements alone. A disciplined, long-horizon perspective can help institutions maintain alignment between investment strategy and mission, particularly through changing market environments.

At the same time, we recognize that colleges and universities must operate within annual budgets, spending policies, committee oversight structures, and ongoing fiduciary responsibilities. For that reason, short-term performance remains an important input, but it is evaluated in context rather than viewed as the sole measure of success. Near-term results may inform discussions around liquidity, rebalancing, cash flow needs, risk exposures, and implementation considerations, while long-term stewardship remains the primary focus. This approach is intended to support prudent decision-making, reinforce governance discipline, and help institutions balance current operational needs with intergenerational preservation and growth objectives.

Criterion 4: Past Performance and References

1. **Provide references from three (3) higher education clients from the past five (5) years for services that are similar in scope. Clients shall have endowments exceeding $100 million. These references should be able to speak specifically to your ability to provide the services described in this RFP. Provide the following information for each customer:**

   - **Customer name and address;**
   - **Contact name with email address and phone number;**
   - **Time period in which work was performed;**
   - **Client retention history;**
   - **Litigation history;**
   - **Regulatory actions;**
   - **SEC examination results;**
   - **Client satisfaction surveys, if available.**

   Due to the confidential nature of our business relationships, our internal policy prevents us from sharing a client's name without first seeking written approval from that client. Out of consideration for our current clients, we attempt to limit the requests we make of them to situations where the only remaining hurdle to establishing a business relationship is the confirmation of the service level we deliver. If selected as one of the opportunity finalists, we will readily provide references.

Criterion 5: Transition and Continuity

1. **Respondents to submit a detailed transition plan addressing: Implementation schedule, Risk mitigation, Transfer of investment knowledge, Staffing continuity, Data migration, Coordination with custodians, Communication protocols, Estimated transition costs, Estimated transition timeline, and Operational risks.**

   The transition typically takes 3 to 7 weeks, depending on portfolio complexity and custodial arrangements. For more complex illiquid assets or legacy relationships, we can phase the transition to align with the client's preferences and fiduciary requirements. Our onboarding process is designed to be thorough, transparent, and collaborative, ensuring TSU's objectives and outcomes are met. We will leverage our expertise and resources to manage the transition smoothly, retain valuable existing holdings, and align the portfolio with TSU's strategic goals.

   It is possible that some existing assets/positions will be maintained within the portfolios provided that they fit within the overall design and scope of the portfolio objectives going forward. Prior to implementation, a full analysis of legacy assets would be completed to determine the merit of maintaining, repositioning, or liquidating holdings to minimize trading and other frictional costs.

   Onboarding Process Outline:

   1. **Initial Consultation and Understanding**:
      - **Meeting with TSU**: Our team, including senior relationship managers and investment professionals, will meet with TSU stakeholders to gain a comprehensive understanding of your current financial situation, objectives, risk tolerance, and specific requirements.
      - **Review Existing Documents**: We will review TSU's current investment policy statement (IPS), existing portfolio holdings, and any relevant financial documents to understand the existing strategy and performance.
   2. **Developing a Customized Investment Plan**:
      - **Investment Policy Statement (IPS) Development**: Collaborate with TSU to either confirm or update the IPS to reflect current objectives, risk tolerance, time horizons, and any constraints or preferences.
      - **Strategy Alignment**: Ensure that our investment strategies align with TSU's goals, including specific outcomes related to growth, income, and risk management.
   3. **Portfolio Transition and Implementation**:
      - **Assessment of Existing Holdings**: Conduct a thorough analysis of existing portfolio holdings to determine which assets align with TSU's objectives and our investment strategy.
      - **Retention of Existing Holdings**: Retain any existing holdings that meet the strategic objectives and have favorable performance prospects. We will also consider the tax implications and potential transaction costs associated with retaining or divesting specific assets.
      - **Transition Plan**: Develop a detailed transition plan for any assets that need to be realigned. This includes a timeline and strategy for selling non-aligned

holdings and acquiring new positions to optimize the portfolio according to the agreed-upon IPS.

4. **Communication and Reporting**:
    - **Regular Updates**: Provide TSU with regular updates on the transition progress, including performance reports, transaction details, and any adjustments made to the portfolio.
    - **Ongoing Dialogue**: Maintain an open line of communication to address any questions or concerns from TSU during the onboarding process. Schedule regular meetings to review progress and make any necessary adjustments.

Ensuring Alignment:

- **Performance Benchmarks**: Establish clear performance benchmarks for each asset class and the overall portfolio to monitor and evaluate progress toward TSU's objectives.
- **Risk Management**: Implement robust risk management practices to ensure the portfolio remains aligned with TSU's risk tolerance and objectives.
- **Continual Review and Adjustment**: Conduct regular reviews to ensure the portfolio continues to meet TSU's evolving objectives and adjust as needed.

Retaining Existing Portfolio Holdings:

- **Evaluation Criteria**: Existing portfolio holdings will be retained if they meet the following criteria:
    - Align with 'TSU's investment objectives and IPS.
    - Offer favorable risk-adjusted return prospects.
    - Fit within the strategic asset allocation framework.
    - Have no significant negative tax implications or prohibitive transaction costs.
- **Collaborative Decision-Making**: Work closely with TSU' to make informed decisions about retaining or divesting existing holdings, ensuring all actions are in TSU"s best interest.

Advantages of BNY Wealth Transfer Process:

Minimal Client Effort

- A dedicated team manages the entire transfer process seamlessly.
- All necessary documentation is completed in a single initial meeting.
- We maintain proactive communication to keep you informed throughout.

Asset Protection

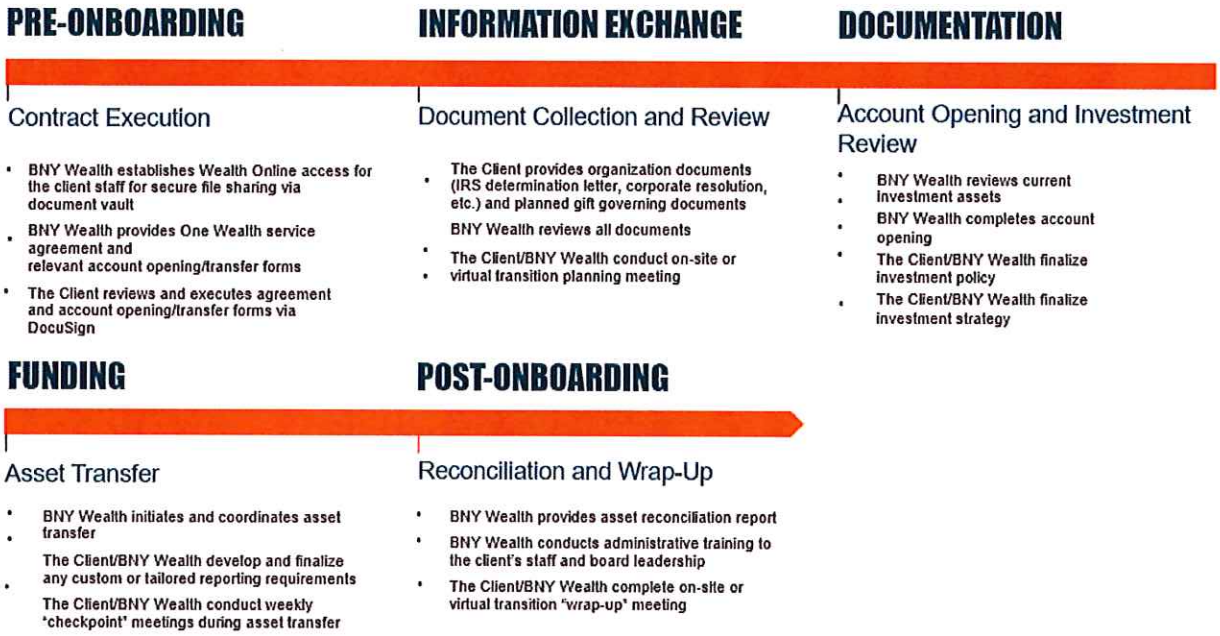
- Transfers are executed promptly.
- Implementation of investment strategies can be staggered to mitigate the impact of market volatility.
- Typically, assets are fully invested within 90 days of fund receipt.
- We have the capability to accept and custody most non-stock assets.
- Our process minimizes disruption to your existing investment plan.

- We ensure accurate custody of security holdings.
- Commitment to independently obtaining full cost basis information.
- Reconciliation of information with the contra firm and updating historical prices and cost basis.

Peace of Mind

- Your assets are invested with your specific goals in mind.
- Strategies are meticulously coordinated to optimize outcomes.

The following illustration provides an overview of our process. Additionally, our dedicated team will manage the transfer process comprehensively from start to finish.



Criterion 6: Hypothetical Portfolio

Texas Southern University requests that all responses include a hypothetical portfolio based on the current university portfolio, with recommendations for asset allocations and investment products. Please include in detail how your Respondent would propose to use this hypothetical portfolio to meet the University's objectives. In this portfolio, the respondent should include recommendations regarding long-term policy goals (net return after fees and inflation), risk controls (to mitigate down periods), diversification controls, illiquidity controls, alignment with the University's investment objectives, spending rule assumptions and performance attribution methodology.

BNY Wealth has developed two distinct, hypothetical portfolios for TSU's. These address the investment objectives set forth in Texas Southern University's Investment Policy Statement, which emphasizes the preservation of principal, investment in a balanced portfolio of diversified assets as determined appropriate by the Board of Regents, and the achievement of a consistent long-term, inflation-adjusted return of 4.5 to 5%.

With the TSU endowment assets totaling approximately $121 million as of August 2026 and in alignment with the University's stated objectives, both proposed portfolios feature increased allocations to alternative investments. This strategic adjustment results in lower allocations to public equities and long-term fixed income compared to the current TSU portfolio. The first proposed portfolio invests exclusively in securities allowed under the TSU investment policy. The second proposed portfolio introduces additional allocations within the alternatives category, highlighting the capabilities of our platform and demonstrating the types of portfolios we manage for other higher education institutions of similar size.

The portfolios can be found in **Appendix 8 Criterion**. The table below provides a high-level snapshot of the current portfolio as well as the two BNY portfolios for consideration.

	Current TSU Portfolio	BNY "IPS Aligned"	BNY "Best Thinking"
Global Equities	71.5%	65.0%	50.0%
Long-Term Fixed Income	22.6%	24.0%	30.0%
Alternatives	5.90%	11.0%	20.0%
Private Equity	*1.50%*	*5.0%*	*8.6%*
Hedge Funds	*4.40%*	*3.5%*	*5.4%*
Real Estate	--	*1.5%*	*3.5%*
Private Credit	--	*1.0%*	*2.5%*
Expected Return (%)	6.88	6.94	7.04
Standard Deviation (%)	13.18	13.02	11.94
Sharpe Ratio*	**0.23**	**0.24**	**0.27**
Advisory Fee (bps)	35	19	19
Manager Fee (bps)**	15	17	21
All-In Fee (bps)	**50**	**36**	**40**

*Sharpe Ratio reflects risk-adjusted return, which is the additional amount of return an investor receives (after adjusting for the risk-free rate) per unit of risk assumed. A higher Sharpe Ratio indicates better risk-adjusted returns.

**Manager fee reflects expense ratios and other costs associated with underlying investment products, such as ETFs and mutual funds. We estimate the current manager fee based on a mix of active and passive solutions and the current asset allocation.

Criterion 7: Cost / Fees

1. **Respondents shall complete a Scope Compliance Matrix prior to completing the pricing schedule. The matrix list every required service from Section II. Check each box to indicate whether it is included in Base Fee, Available at Additional Cost, or Not Offered.**

Scope Compliance Matrix

Item #	Description	Included in Base Fee	Available Additional Cost	Not Offered
2.1.1	Investment Policy and Procedures	X		
2.1.2	Portfolio Analysis	X		
2.1.3	Reporting	X		
2.1.4	Manager Research and Analysis	X		
2.1.5	Research	X		
2.1.6	Training	X		
2.1.7	Market Summary	X		
2.1.8	Transition and Continuity	X		
2.1.9	Performance Improvement	X		
2.1.10	Investment Policy Statement	X		
2.1.11	Investment Policy Compliance Monitoring	X		

2. **For evaluation purposes, Respondents shall assume a University investment portfolio with assets under advisement of $121,000,000. Respondents shall complete the University's Pricing Schedule and provide a fixed annual fee that includes all services identified in Section II, Scope of Work. Any service not included in the annual fee shall be identified separately as an optional service and will not be considered in the evaluated price. Failure to complete the Pricing Schedule may result in a score of zero for the Cost/Fee criterion.|**

   The proposed fixed annual fee shall include all services identified in Section II, Scope of Work, unless specifically identified as an optional service in the Pricing Schedule.

Pricing Schedule

Service Group	Included in Base Fee (Yes/No)	Annual Fee
Investment Policy & Compliance	**Yes**	$229k
Portfolio Management & Asset Allocation	**Yes**	$229k
Manager Research & Due Diligence	**Yes**	$229k
Performance Monitoring & Reporting	**Yes**	$229k
Strategic Advisory Services	**Yes**	$229k
Board & Committee Support	**Yes**	$229k
Transition & Continuity Services	**Yes**	$229k
Training & Education	**Yes**	$229k
Other Services: In addition to the advisory fee, accounts will also bear the fees and expenses of each investment product held in the account.	**No**	We estimate the fee to range from 0.17% to 0.24% (~$206k to $290k)
Total Fees		~$435K to $519k

We are proud to offer TSU a **25% discount** to our standard advisory fee given our commitment to the higher education sector. The below reflects our discounted **advisory fee of 0.19%** based on $121 million in assets.

Contract Year	Total Fixed Annual Fee
Year 1	**$229,000**
Year 2	**$229,000**
Year 3	**$229,000**
Grand Total	**$687,000**

Response to Exhibit A: Execution Offer and Preferences

Execution Offer

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent or anyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of Texas Southern University or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov/SAM/ , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/SAM/

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the Proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

( ) Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran

( ) Agricultural products produced or grown in TX

( ) Agricultural products and services offered by TX bidders ( ) USA produced supplies, materials, or equipment

( ) Products or persons with mental or physical disabilities

( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel

( ) Energy Efficient Products

( ) Rubberized asphalt paving material ( ) Recycled motor oil and lubricants

( ) Products produced at facilities located on formerly contaminated property

( ) Products and services from economically depressed or blighted areas

( ) Vendors that meet or exceed air quality standards

( ) Recycled or Reused Computer Equipment of Other Manufacturers ( ) Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY):	BNY Wealth
SIGNATURE	Robert Zaccardi
NAME (TYPED/PRINTED)	Robert Zaccardi
TITLE:	Senior Wealth Advisor
EMAIL ADDRESS:	robert.zaccardi@bny.com
PHYSICAL ADDRESS:	1 Boston Place
CITY/STATE/ZIP:	Boston, MA 02108
TELEPHONE:	617-248-4527
FAX:	877-273-0850
TAX IDENTIFICATION NUMBER:	25-0659306
DATE	08/11/2026

Response to Exhibit B: Executive Order GA-48 Compliance Statement (Higher Education)

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries. Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

☒ **Vendor Certification – Executive Order GA-48 Compliance**

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

☒ **Certified Compliant**

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

☐ **Disclosure Required**

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

☐ **Non-Compliant**

Respondent is unable to certify compliance with Executive Order GA-48.

If "Disclosure Required" is selected, provide details below (attach additional pages if necessary):

Not applicable

Authorized Representative Name: Robert Zaccardi

Title: Senior Wealth Advisor

Company Name: BNY Wealth

Signature: Robert Zaccardi **Date:** 08/11/2026

Appendix 1
Sample
Performance

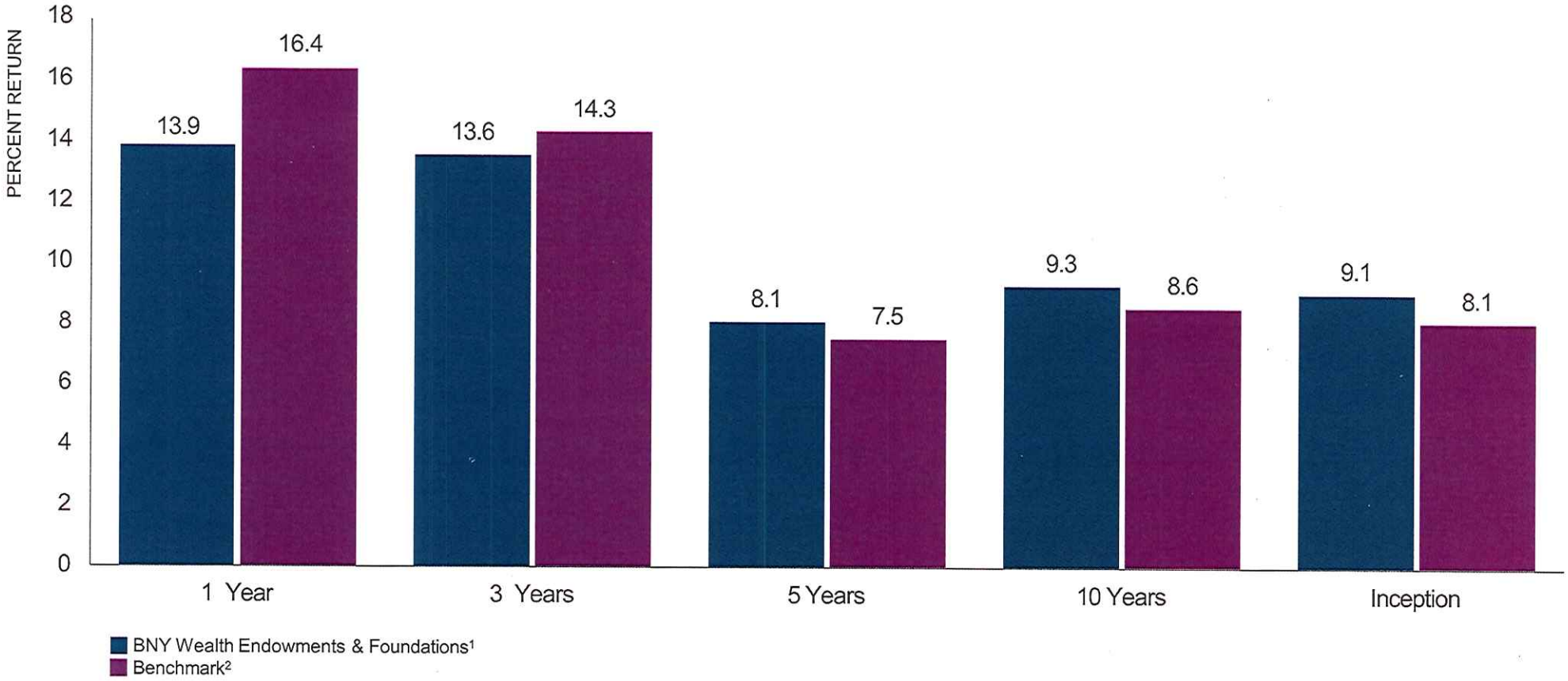
BNY | WEALTH

Endowments and Foundations Performance

Fully Diversified Moderate Growth – E&F:

Supplemental Performance of Endowments & Foundations Clients

Performance as of 12/31/25



[1] BNY Wealth's performance reflects those client accounts within the BNY Wealth Fully Diversified Moderate Growth Composite that are managed on a fully discretionary basis by Wealth's Endowments & Foundations Group. Constituent account lists are updated monthly thereafter. BNY Wealth's performance is calculated gross of fees. Past performance is no guarantee of future results. Returns for periods greater than one year are annualized. The investment process inception date is 1/1/12. Please see composite disclosure in the appendix for important information on the data presented.

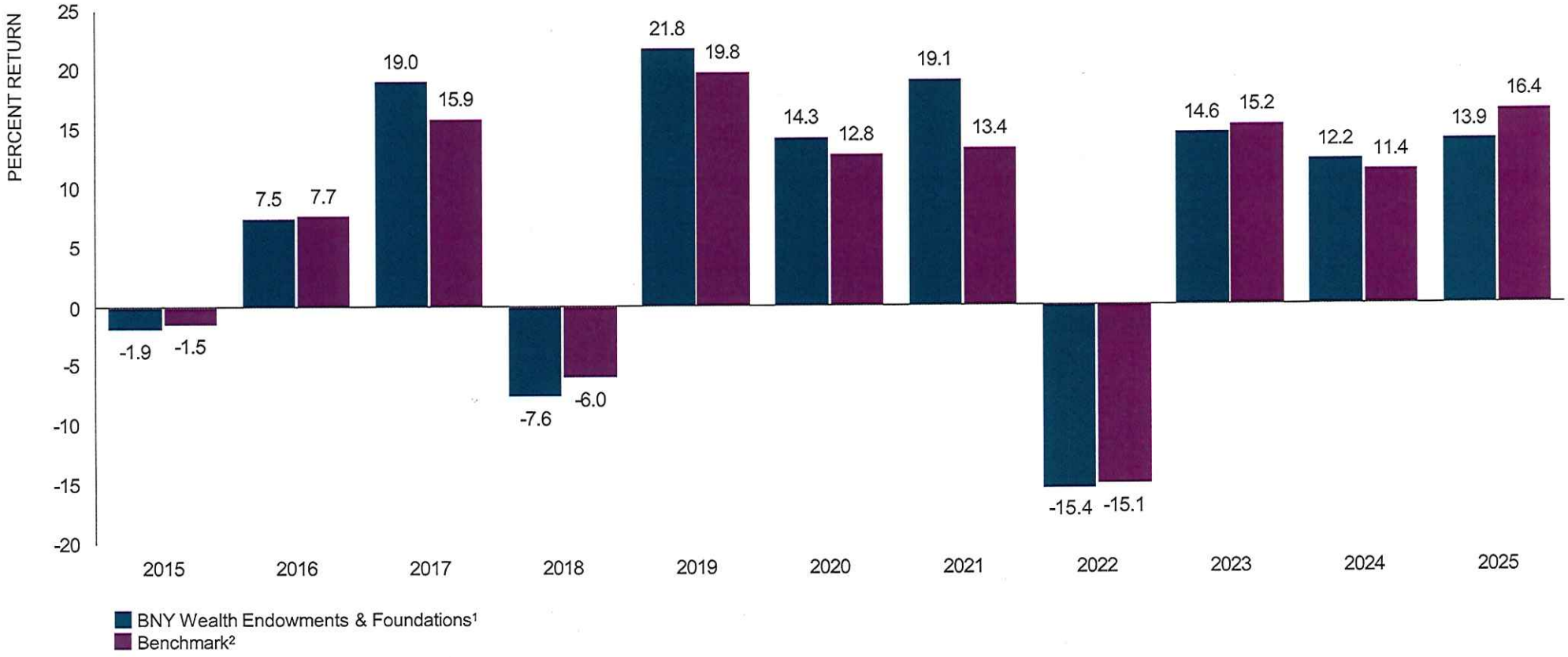
[2] The neutral benchmark is a blended return comprised of the specific indices of each asset class included in the strategy, rebalanced monthly. The targets are based on the firm's long term asset class assumptions and are revisited annually. Please see composite disclosure in the appendix for details regarding the calculation.

BNY | WEALTH

Fully Diversified Moderate Growth – E&F:

Supplemental Performance of Endowments & Foundations Clients

Annual Performance as of 12/31/25



[1] BNY Wealth's performance reflects those client accounts within the BNY Wealth Diversified Growth Composite that are managed on a fully discretionary basis by Wealth's Endowments & Foundations Group. Constituent account lists are updated monthly thereafter. BNY Wealth's performance is calculated gross of fees. Past performance is no guarantee of future results. The investment process inception date is 1/1/12. Please see composite disclosure in the appendix for important information on the data presented.

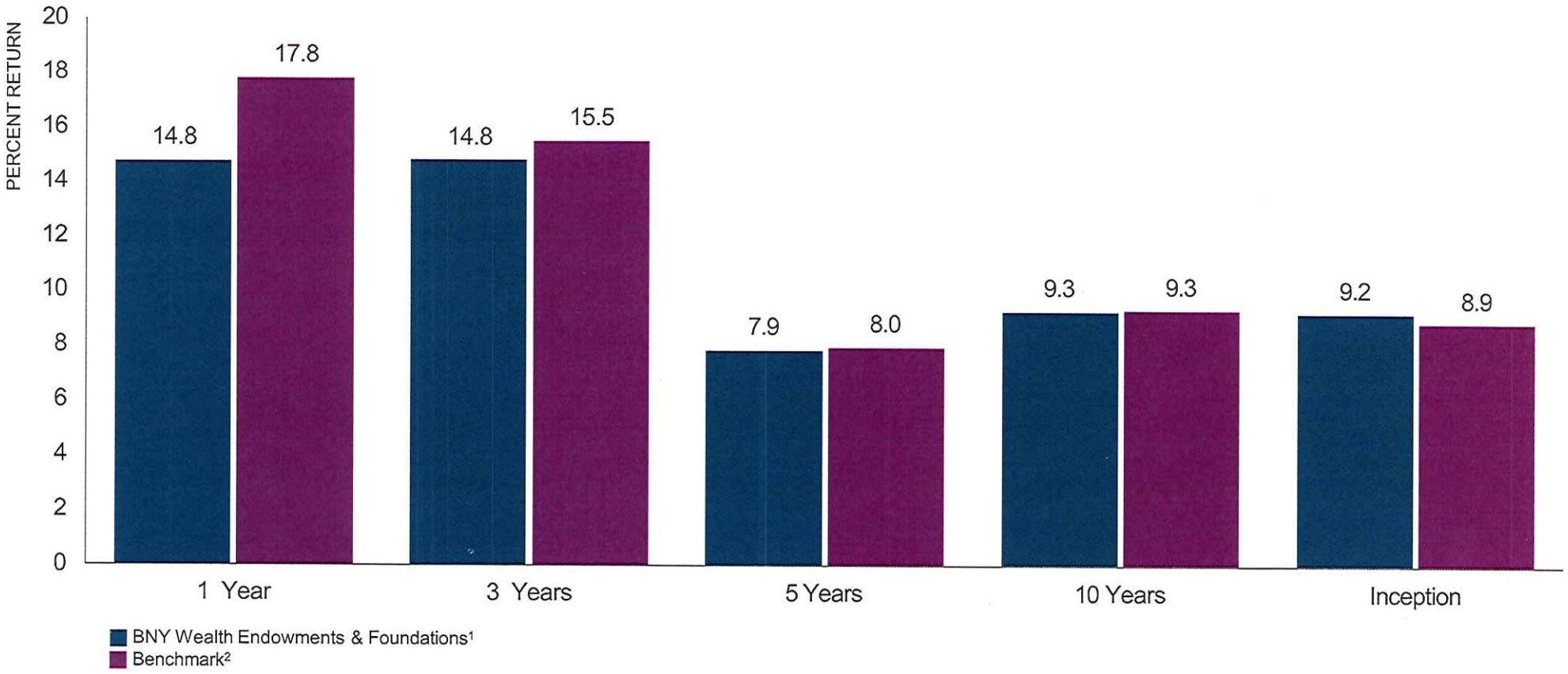
[2] The neutral benchmark is a blended return comprised of the specific indices of each asset class included in the strategy, rebalanced monthly. The targets are based on the firm's long term asset class assumptions and are revisited annually. Please see composite disclosure in the appendix for details regarding the calculation

BNY | WEALTH

Moderate Growth – E&F:

Supplemental Performance of Endowments & Foundations Clients

Performance as of 12/31/25



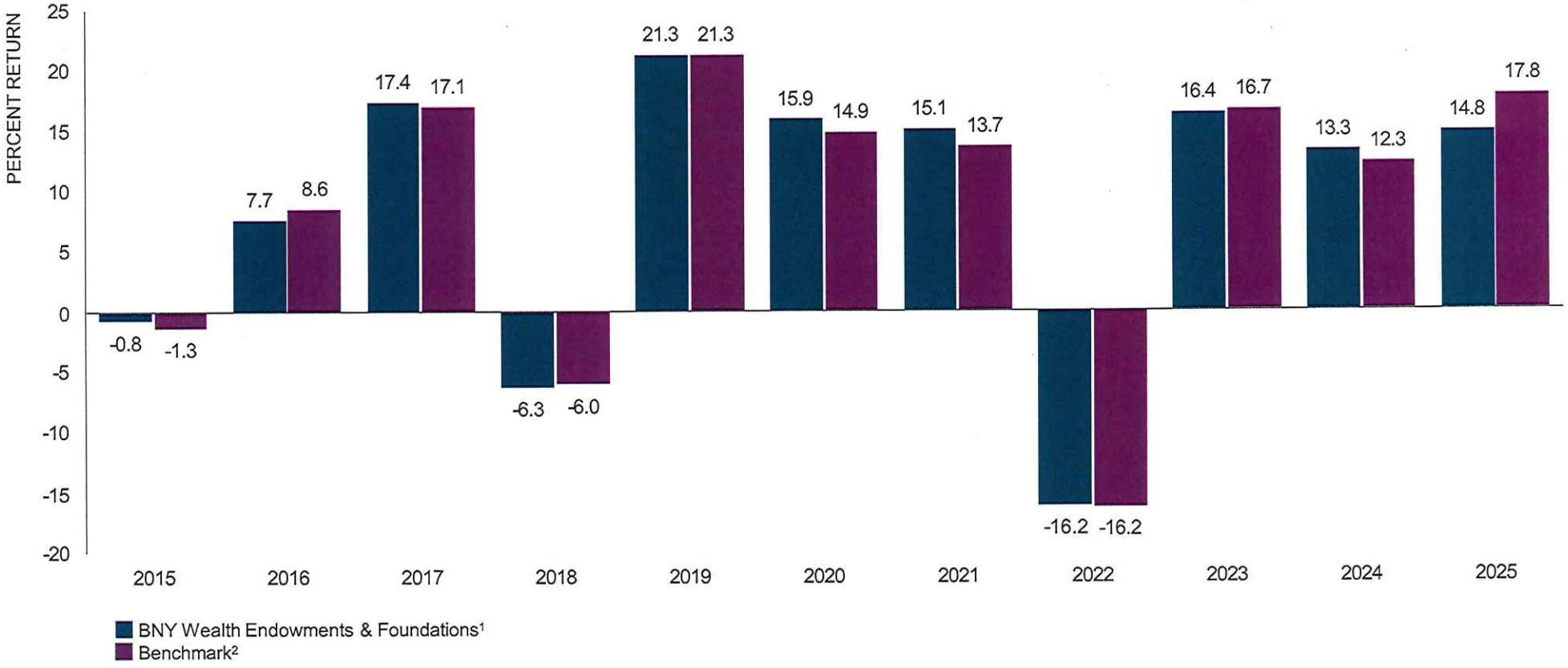
[1] BNY Wealth's performance reflects those client accounts within the BNY Wealth Growth Composite that are managed on a fully discretionary basis by Wealth's Endowments & Foundations Group. Constituent account lists are updated monthly thereafter. BNY Wealth's performance is calculated gross of fees. Past performance is no guarantee of future results. Returns for periods greater than one year are annualized. The investment process inception date is 1/1/12. Please see composite disclosure in the appendix for important information on the data presented.

[2] The neutral benchmark is a blended return comprised of the specific indices of each asset class included in the strategy, rebalanced monthly. The targets are based on the firm's long term asset class assumptions and are revisited annually. Please see composite disclosure in the appendix for details regarding the calculation.

Moderate Growth – E&F:

Supplemental Performance of Endowments & Foundations Clients

Annual Performance as of 12/31/25



[1] BNY Wealth's performance reflects those client accounts within the BNY Wealth Growth Composite that are managed on a fully discretionary basis by Wealth's Endowments & Foundations Group. Constituent account lists are updated monthly thereafter. BNY Wealth's performance is calculated gross of fees. Past performance is no guarantee of future results. The investment process inception date is 1/1/12. Please see composite disclosure in the appendix for important information on the data presented.

[2] The neutral benchmark is a blended return comprised of the specific indices of each asset class included in the strategy, rebalanced monthly. The targets are based on the firm's long term asset class assumptions and are revisited annually. Please see composite disclosure in the appendix for details regarding the calculation.

Supplemental Information:

Performance of Endowments & Foundations Clients

BNY Wealth's Endowments & Foundations performance reflects those client accounts within the BNY Wealth's composites that are managed on a fully discretionary basis by Wealth's Endowments & Foundations Group. All accounts are presented gross of account level fees and net of mutual fund fees. BNY Wealth's performance is calculated monthly (gross of fees, net of transaction costs within each underlying asset class used).

Annual Performance (%)	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Fully Diversified Moderate Growth - Endowments & Foundations	7.53	19.03	-7.59	21.77	14.26	19.10	-15.4	14.6	12.2	13.9
Benchmark[1]	7.73	15.89	-6.02	19.77	12.82	13.35	-15.1	15.2	11.4	16.4
Moderate Growth - Endowments & Foundations	7.67	17.43	-6.25	21.32	15.94	15.11	-16.2	16.4	13.3	14.8
Benchmark[2]	8.60	17.05	-6.02	21.29	14.86	13.66	-16.2	16.7	12.3	17.8

The neutral benchmark is a blended return comprised of the specific indices of each asset class included in the strategy, rebalanced monthly. The targets are based on the firm's long term asset class assumptions and are revisited annually. The current neutral benchmark compositions are as follows:

[1] 29% S&P 500, 7% Russell Midcap, 5% Russell 2000, 8% MSCI EAFE, 4% S&P Developed ex-US Small Cap, 7% MSCI Emerging Markets, 3% FTSE EPRA/NAREIT Developed, 1% Bloomberg Commodity, 18% Barclays Capital US Aggregate Bond, 4% BofA ML High Yield Master II Constrained,4% JPM EMBI Global Diversified, 8% HFRX Equity Hedge, and 2% HFRX Global Hedge.

[2] 34% S&P 500, 8% Russell Midcap, 6% Russell 2000, 10% MSCI EAFE, 4% S&P Developed ex-US Small Cap, 8% MSCI Emerging Markets, 1% FTSE EPRA/NAREIT Developed, 1% Bloomberg Commodity, 20% Barclays Capital US Aggregate Bond, 4% BofA ML High Yield Master II Constrained, and 4% JPM EMBI Global Diversified.

Fully Diversified Moderate Growth Composite

Composite Disclosure

This composite represents the total assets and performance of all accounts managed using the Fully Diversified Moderate Growth strategy. The strategy's objective is growth of principal through capital appreciation while minimizing portfolio volatility and principal loss. Alternative investments including hedge funds and/or private equity are a part of the investment strategy. The strategy has established target allocations for its assets of 75% to equity and alternative securities, and 25% to fixed income securities The strategy may deviate from these target allocations consistent with the Investment Strategy Committee guidance. The benchmark is a blended return of the specific indices of each asset class included in the strategy, rebalanced monthly. The benchmark allocation is the "policy" or "neutral" targets as determined by the firm. The targets are based on the firm's long term asset class assumptions and are revisited annually. Prior to January 2013, the benchmark was a blended return consisting of 70% of the Standard & Poor's 500 Index and 30% of the Standard & Poor's Municipal Bond Intermediate Index rebalanced monthly. The current benchmark was deemed to be more representative of the global investment approach and asset class diversification of the strategy. The strategy inception date is January 1, 2010. Composite membership requires each account to be fully discretionary, fee-paying, and able to fully invest in all selected securities of the defined investment strategy. The account minimum for inclusion in the composite is $1 million. The composite was created January 1, 2010. The composite was formerly known as the Diversified Growth Composite. Past performance is not indicative of future results.

The current neutral benchmark composition is as follows: 59% MSCI ACWI IMI, 4% Real Asset Blended Index, 20.5% S&P Muni Intermediate Investment Grade, 2% BofA ML High Yield Master II Constrained, 4% JPM EMBI Global Diversified, 8.5% HFRX Equity Hedge, and 2% HFRX Global Hedge. Historical target weights are available upon request.

Year	Total Gross Return (%)	Total Net Return (%)	Benchmark Return (%)	Composite 3 YR St Dev (%)	Benchmark 3 YR St Dev (%)	Number of Accounts	Composite Dispersion (%)	Composite Assets ($ millions)	Firm Assets ($ millions)
2025	12.92	11.52	16.29	8.49	8.54	905	1.78	12,995	142,204
2024	12.05	10.66	11.23	12.37	12.35	755	2.20	10,748	133,692
2023	14..53	13.12	14.92	12.39	12.36	3,682	2.48	13,330	127,488
2022	-15.23	-16.30	-13.98	14.72	15.02	3,710	2.10	13,537	112,524
2021	15.19	13.78	13.84	12.08	12.38	3,303	2.38	15,277	139,402
2020	13.82	12.42	12.22	13.00	13.15	2,082	2.85	13,392	121,481
2019	19.64	18.18	19.34	7.89	7.58	529	1.50	4,125	116,234
2018	-5.50	-6.68	-5.95	7.17	7.17	427	1.68	2,664	101,736
2017	15.95	14.53	16.15	6.23	6.70	246	2.08	1,332	108,330
2016	6.39	5.08	7.18	6.96	7.25	380	1.71	2,512	95,703

Net-of-Fees Performance

The net-of-fees performance column reflects the highest fees paid by accounts in the composite. The performance is calculated using fees of 125 basis points, or 1.25% per year, taken out monthly. The current fee schedule for separate accounts is as follows: 1.25% on the first $5 million, 0.75% on the next $5 million, 0.55% on the next $10 million, 0.50% on the next $5 million, 0.45% on the next $25 million, 0.35% thereafter. Actual fees charge may vary. Also reference the Statement from the Firm, fee schedules, and column definitions.

Investments: • Are NOT FDIC Insured • Are Not Guaranteed by Any Bank • May Lose Value

Moderate Growth Composite

Composite Disclosure

This composite represents the total assets and performance of all accounts managed using the Moderate Growth strategy. The strategy's objective is growth of principal through capital appreciation while minimizing portfolio volatility and principal loss. Fixed income assets are utilized to reduce volatility and to provide some current income. The strategy has established target allocations for its assets of 70% to equity securities, 28% to fixed income securities, and 2% to diversifying securities. The strategy may deviate from these target allocations consistent with the Investment Strategy Committee guidance. The benchmark is a blended return of the specific indices of each asset class included in the strategy, rebalanced monthly. The benchmark allocation is the "policy" or "neutral" targets as determined by the firm. The targets are based on the firm's long term asset class assumptions and are revisited annually. Prior to January 2013, the benchmark was a blended return consisting of 70% of the Standard & Poor's 500 Index and 30% of the Standard & Poor's Municipal Bond Intermediate Index rebalanced monthly. The current benchmark was deemed to be more representative of the global investment approach and asset class diversification of the strategy. The strategy inception date is January 1, 2010. Composite membership requires each account to be fully discretionary, fee-paying, and able to fully invest in all selected securities of the defined investment strategy. The account minimum for inclusion in the composite is $1 million. The composite was created January 1, 2010. The composite was formerly known as the Growth Composite. Past performance is not indicative of future results.

The current neutral benchmark composition is as follows: 69.1% MSCI ACWI IMI, 2% Real Asset Blended Index, 22.9% S&P Muni Intermediate Investment Grade, 2% BofA ML High Yield Master II Constrained, and 4% JPM EMBI Global Diversified. Historical target weights are available upon request.

Year	Total Gross Return (%)	Total Net Return (%)	Benchmark Return (%)	Composite 3 YR St Dev (%)	Benchmark 3 YR St Dev (%)	Number of Accounts	Composite Dispersion (%)	Composite Assets ($ millions)	Firm Assets ($ millions)
2025	13.85	12.45	17.38	9.13	9.40	5,668	1.72	23,013	142,204
2024	13.38	11.98	12.05	13.15	13.55	5,756	1.73	21,290	133,692
2023	15.45	14.04	16.47	13.04	13.50	5,084	2.89	10,418	127,488
2022	-15.66	-16.72	-14.98	15.67	15.93	5,449	2.72	10,831	112,524
2021	15.84	14.42	14.21	13.03	12.92	6,385	2.05	14,543	139,402
2020	14.22	12.82	14.15	14.19	13.77	3,295	3.49	11,842	121,481
2019	21.92	20.43	20.80	8.87	8.11	959	2.27	4,125	116,234
2018	-5.84	-7.02	-5.73	8.14	7.53	881	1.80	3,677	101,736
2017	16.97	15.54	17.36	7.13	7.09	947	2.38	3,913	108,330
2016	8.05	6.71	7.97	7.93	7.66	828	1.64	3,227	95,703

Net-of-Fees Performance

The net-of-fees performance column reflects the highest fees paid by accounts in the composite. The performance is calculated using fees of 125 basis points, or 1.25% per year, taken out monthly. The current fee schedule for separate accounts is as follows: 1.25% on the first $5 million, 0.75% on the next $5 million, 0.55% on the next $10 million, 0.50% on the next $5 million, 0.45% on the next $25 million, 0.35% thereafter. Actual fees charge may vary. Also reference the Statement from the Firm, fee schedules, and column definitions.

Investments: • Are NOT FDIC Insured • Are Not Guaranteed by Any Bank • May Lose Value

BNY | WEALTH

Disclosure Information

Statement from the Firm
BNY Wealth

Beginning July 1, 2007, the effective date of the merger of Mellon Financial Corporation and The Bank of New York Company, the firm is defined as BNY Wealth (formerly BNY Mellon Wealth Management). Prior to this date, the firm was known as Mellon's Private Wealth Management group, which was a division of Mellon Financial Corporation. BNY Wealth is among the nation's leading wealth managers and delivers wealth planning, investment management and financial management services to financially successful individuals, family offices, charitable gift programs, endowments, and foundations. These services are provided through several subsidiaries of The Bank of New York Mellon Corporation, including BNY Mellon, National Association, The Bank of New York Mellon and the BNY Mellon Trust of Delaware.

The composite performance materials represent investment strategies that are managed by the personnel of BNY Wealth and currently available to Wealth Management clients. A list of the firm's composites descriptions, pooled fund descriptions for limited distribution pooled funds, and broad distribution pooled funds are available upon request. The composite results presented herein are based on all fully discretionary, fee-paying portfolios (including commingled investment vehicles) under the firm's management that follow defined investment strategies, including those portfolios no longer with the firm.

Gross returns are gross of advisory fees, net of transaction costs and assume the reinvestment of dividends and other earnings. Net returns reflect the highest possible fee paid by accounts within the composite. Actual fees will vary depending on, among other things, the applicable fee schedule and account size. For example, if $100,000 were invested and experienced a 10% annual return compounded monthly for 10 years, its ending value, without giving effect to the deduction of advisory fees, would be $270,704 with annualized compounded return of 10.47%. If an annual advisory fee of 0.95% of the average market value of the account were deducted monthly for the 10-year period, the annualized compounded return would be 9.43% and the ending dollar value would be $246,355. Please see BNY Wealth's fee schedule and net-of-fees performance for more information on the effects of fees. All composite performance disclosures present results with cash. Trade date accounting is used when valuing portfolios. All performance figures are in U.S. dollars. Past performance is not indicative of future results. The policies for valuing investments, calculating performance, and preparing GIPS reports are available on request.

Column Definitions
The following is an explanation of the presentation of results included on all composite disclosures.

Year
One-year calendar periods from January 1 through December 31, unless otherwise noted

Total Gross Return (%)
Asset-weighted, gross-of-fees, annual returns of accounts included in the composite; periods shorter than one year are not annualized

Total Net Return (%)
Asset-weighted, net-of-fees, annual returns of accounts included in the composite; periods shorter than one year are not annualized

Benchmark Return (%)
Annual returns of the appropriate benchmark; periods shorter than one year are not annualized

Composite 3 YR St Dev (%)
Annualized 3 year ex-post standard deviation of composite using monthly gross returns

Benchmark 3 YR St Dev (%)
Annualized 3 year ex-post standard deviation of benchmark using monthly returns

Number of Accounts
Number of accounts included in the composite as of period-end

Composite Dispersion (%)
Equal-weighted standard deviation of the annual gross returns of the accounts in the composite. Note: only those accounts included in the composite for the entire period are used for this calculation ("n/a" - composite membership did not contain a sufficient number of accounts during the period to be statistically meaningful)

Composite Assets ($ millions)
Total dollar amount of assets in the accounts included within the composite as of period-end

Firm Assets ($ millions)
Total dollar amount of assets under the firm's management as of period-end

The information provided is for illustrative/educational purposes only. The investment strategies referenced in this material come with investment risks, including loss of value and/or loss of anticipated income. Past performance does not guarantee future results. This material is not intended to constitute legal, tax, investment or financial advice. Effort has been made to ensure that the material presented herein is accurate at the time of publication. The information discussed herein may not be applicable to or appropriate for every investor and should be used only after consultation with professionals who have reviewed your specific situation.

BNY | WEALTH

Disclosure

The information provided is for illustrative/educational purposes only. All investment strategies referenced in this material come with investment risks, including loss of value and/or loss of anticipated income. Past performance does not guarantee future results. No investment strategy or risk management technique can guarantee returns in any market environment. This material is not intended to constitute legal, tax, investment or financial advice. Effort has been made to ensure that the material presented herein is accurate at the time of publication. However, this material is not intended to be a full and exhaustive explanation of the law in any area or of all of the tax, investment or financial options available. The information discussed herein may not be applicable to or appropriate for every investor and should be used only after consultation with professionals who have reviewed your specific situation. BNY Wealth may refer clients to certain of its affiliates offering expertise, products and services which may be of interest to the client. Use of an affiliate after such a referral remains the sole decision of the client.

BNY Wealth conducts business through various operating subsidiaries of The Bank of New York Mellon Corporation. BNY, BNY Mellon and Bank of New York Mellon are corporate names of The Bank of New York Mellon Corporation and may be used to reference the corporation as a whole and/or its various subsidiaries generally.

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Appendix 2
Insurance
Overview

BNY Insurance Coverage – U.S. Domestic

All coverage is regularly reviewed and renewed prior to expiration dates. Our policies are stand-alone policies and loss limits are not combined.

The insurance coverage listed provides protection for The Bank of New York Corporation and all other corporations, companies, firms, enterprises, or entities which are subsidiaries of or affiliated with it and in which the named insured has more than 50% ownership. All carriers identified herein are rated A- or better by A.M. Best.

Financial Institution Bond / Computer Crime Coverage	
Per Loss Limit:	$200,000,000
Carrier(s):	Lloyd's of London
Coverage Type:	a) Dishonesty of employees b) Forgery of securities, checks, drafts, or other written instruments c) Loss or destruction of cash or securities on or off premises
Expiration:	December 1, 2026

All Risk Money and Securities Coverage – J Form (On Premises and In Transit) Excess of the F. I. Bond	
Per Loss Limit:	$875,000,000
Carrier(s):	Lloyd's of London
Coverage Type:	Loss or destruction of cash or securities on or off premises (including securities of others held in custody or held at sub-custodian)
Expiration:	December 1, 2026

Mail Insurance (Per Envelope Limit)	
Per Envelope Limit:	$100,000,000 non-negotiable $10,000,000 negotiable
Carrier(s):	Chubb
Coverage Type:	All risk of physical loss of property sent by registered mail or overnight courier.
Expiration:	Continuous

Bankers Professional Liability / Professional indemnity (E&O)	
Per Loss Limit:	$100,000,000
Carrier(s):	AXA XL, Axis, Berkeley, Starr, Nationwide, and various others domestic carriers
Coverage Type:	Losses due to errors or omissions
Expiration:	December 1, 2026

Directors and Officers Liability	
Per Loss Limit:	Corporate: $75,000,000 Individual: $75,000,000
Carrier(s):	AXA XL, AIG, Markel, AWAC & Nationwide
Coverage Type:	Coverage for wrongful acts in respective capacities of Directors or Officers of the Company
Expiration:	December 1, 2026

All Risk Property	
Per Loss Limit:	$800,000,000
Carrier(s):	AIG
Coverage Type:	Physical damage coverage for all real and personal property including Data Processing equipment, Business Interruption, Boiler and Machinery Service Interruption / Extra Expense, Earthquake / Flood, Fine Arts
Expiration:	June 1, 2026
Coverage Type:	Terrorism
Per Loss Limit:	$800,000,000
Carrier(s):	The Hamilton Insurance Company Corp
Expiration:	June 1, 2027

Enterprise Privacy Liability (Cyber)	
Per Loss Limit:	$15,000,000* Third Party Liability $15,000,000* Extra Expense
Carrier(s):	Lloyd's of London
Coverage Type:	Privacy breach and internet liability
Expiration:	December 1, 2026

Workers' Compensation / Employers Liability (Domestic)	
Per Loss Limit:	Statutory $1,000,000 – Limit for Employers Liability
Carrier(s):	AIG
Coverage Type:	Job related injuries
Expiration:	April 1, 2027

Primary General Liability (Domestic)	
Per Loss Limit:	$2,000,000
Carrier(s):	Chubb
Coverage Type:	Third party bodily injury / property
Expiration:	damage April 1, 2027

Primary Automobile Liability (Domestic)	
Per Loss Limit:	$2,000,000
Carrier(s):	Chubb
Coverage Type:	Third party bodily injury / property
Expiration:	damage April 1, 2027

Excess / Umbrella Liability	
Per Loss Limit:	$25,000,000
Carrier(s):	AIG & AWAC
Coverage Type:	Liability coverage in excess of primary coverage
Expiration:	April 1, 2027

This Fact Sheet, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY.

BNY is the corporate brand of The Bank of New York Mellon Corporation and may also be used as a generic term to reference the Corporation as a whole or its various subsidiaries generally.

*Only Primary Insurance Limits shown for informational purposes. All insurance coverage for the Firm meets client and regulatory expectations.

Information Classification: Public

Appendix 3
Team
Biographies

Team Biographies

Biographies



Mike Daley, CFA

Senior Portfolio Manager,
BNY Wealth

Education

Bachelor's degree, University of Vermont

MBA, University of Maryland

Certifications

CFA Charterholder

Memberships

Member, CFA Institute

Member, CFA Society Boston

Committees

Director and Chair of Finance Committee, Quincy Animal Shelter

Mike Daley is a Senior Portfolio Manager for BNY Wealth. In his role, Mike works directly with nonprofit clients to address their investment and wealth management needs.

Mike's nonprofit clients include colleges and universities, secondary schools, healthcare groups, and private foundations. Mike's extensive background and experience in investment management enables him to work directly with his clients to design, implement, and actively-manage their investment portfolios. In addition, he provides counsel and advice on best practices regarding asset allocation, spending rates, investment policy, manager selection, and performance evaluation.

Mike joined the firm in 2002 and has over 20 years of investment management experience. His previous experience includes working as an earnings analyst at Thomson Financial/First Call in Boston. While at Thomson, Michael worked closely with sell side analysts across a wide range of brokerage firms to ensure and maintain the integrity of extensive earnings estimate databases.

Mike received a bachelor's degree with a major in finance from the University of Vermont and a master's degree of business administration from the University of Maryland. Michael is a CFA Charterholder and a member of the CFA Society Boston.

Biographies



Carmen P. Boscia

Senior Vice President, Senior Portfolio Manager
BNY Wealth

Education

MBA, Yale University
BA, Wesleyan University

Memberships

Board Member, Benjamin Franklin Cummings Institute of Technology

Finance Committee, Philanthropy Massachusetts

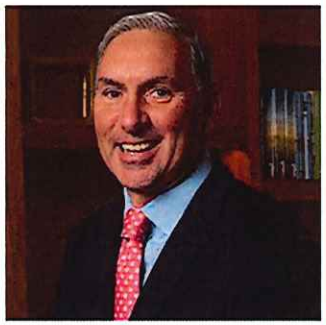
Carmen Boscia is Senior Vice President, Senior Portfolio Manager for BNY Wealth. In this role, he works directly with families and institutions to align their investments with the near- and long-term goals through our multidisciplinary investment approach.

Carmen joined the firm in 2025 and has more than 12 years of experience in the financial services industry. His previous experience includes leading the responsible investment practice at Longfellow Investment Management as well as serving as a Portfolio Manager at Mainstone Capital Management and a Research Analyst at Eaton Vance.

Carmen earned a Master of Business Administration from Yale University and a Bachelor of Arts from Wesleyan University.

At BNY we help make money work for the world—managing it, moving it and keeping it safe. For over 240 years, we have partnered with our clients, putting our expertise and platforms to work to help them achieve their goals. Given the opportunity, Carmen and his team are committed to doing the same for you.

Biographies



Robert Zaccardi

Senior Institutional Client Strategist, BNY Wealth

Education

Framingham State University, B.A.

Boston University, MSW & MBA

Memberships

EdVestors, Board Member, Finance Committee

Philanthropy Massachusetts, Board Member, Treasurer

Framingham State University Foundation, Board Member, Investment Committee Member

As a Senior Institutional Client Strategist, Rob brings extensive experience advising charitable organizations, family offices, and select ultra-high net worth families across their banking, investing, lending and philanthropic giving and planning needs.

Rob joined the firm in 2022 from J.P Morgan. and has more than 15 years of experience in investment management. At J.P. Morgan, Rob led the New England non-profit investment team and served as the primary liaison for the firm's OCIO, Philanthropic Advising, and Foundation practice areas. Prior to this, Rob served as Vice President with Eaton Vance Investment Management where he was responsible for developing the firm's regional relationships with charitable entities and ultra-high net worth families.

Rob earned a dual MSW & MBA from Boston University after graduating from Framingham State University, where he now serves on the Finance Committee and Board. Rob also serves as Treasurer of the Board at Philanthropy Massachusetts and is a Board member at EdVestors in Boston.

Biographies



Eniang Bassey

Senior Portfolio Analyst,
BNY Wealth

Education
Assumption College

Eniang joined the firm in 2021 as a Portfolio Analyst for BNY Wealth. In this role, he works directly with clients to address their investment and wealth management needs.

Eniang received a bachelor's degree from Assumption College with a concentration in Business Management & Administration.

Biography



Sherell Jefferson, CWS®, CEPA®
Senior Wealth Advisor

BNY Wealth

Education
Bachelors of Science, Finance
Louisiana Tech University-Ruston, LA

Certificates
Certified Wealth Strategist
Certified Exit Planning Advisor

Memberships
Association for Corporate Growth- Dallas

Women Leadership Council, XIX Society, Texas Women's Foundation

Village Giving Circle, Community Foundation of Texas

Dallas Symphony Orchestra Young Professionals

Sherell is a senior wealth advisor for BNY Wealth Management. In this fiduciary role, she works directly with ultra-high net worth clients to address their family enterprise and wealth management needs. She works primarily with closely held business owners, family offices, corporate executives, among others.

Sherell delivers an optimal suite of services and creative solutions while serving as a financial "quarterback" for her clients. Most importantly, she takes pride in understanding the priorities and complex needs of her clients.

Along with her teammates, she delivers holistic financial planning solutions and expertise on a variety of wealth management issues. Specializing in business transition planning, alternative investing asset management, and wealth planning.

Sherell joined the firm in 2023 and has more than eighteen years of experience in banking and wealth management. Her previous firms include Texas Capital Bank and Regions Bank, where she advised clients for over ten years.

Sherell received a bachelor's degree from Louisiana Tech University-Ruston, LA.

Biographies



Manisha K. Ali, CAIA, CAP
Head of Responsible Investing,
BNY Advisors

Education

MBA, Columbia University

Master in Computer Science, National University of Singapore

Bachelor in Computer Science, National University of Singapore

Manisha K. Ali, CAIA, CAP is the Head of Responsible Investing at BNY Advisors. Manisha brings 18+ years of industry experience and an expertise in Responsible Investing. She has authored various publications and is a frequent speaker at educational client events and industry conferences on ESG/Impact/Responsible Investing. She also volunteered with a non-profit organization in Cambodia, negotiating and implementing social finance solutions with microfinance institutions.

Prior to BNY, Manisha was the Portfolio Specialist for Neuberger Berman's flagship Sustainable Equity strategy and worked closely with institutional, intermediary, and individual investors. Before that, Manisha was an Associate Director at Russell Investments, where she worked on investment strategy and OCIO solutions for institutional non-profit investors, including asset allocation, governance, investment policy development and thought leadership. She was also a key member of Russell Investments' Global Sustainability Council, driving initiatives to enhance the firm's capabilities in ESG investing.

Manisha began her career at Deutsche Bank in Singapore, working across 14 countries in the Asia Pacific in business management, product development and institutional sales. Manisha has earned an MBA from Columbia University as well as both Undergraduate and Master's Degrees in Computer Science from the National University of Singapore. She has been awarded the Chartered Alternative Investment Analyst (CAIA) and Chartered Advisor in Philanthropy (CAP) designations. Manisha is also a member of multiple industry initiatives, including the Financial Women's Association of New York, US SIF Education Committee and the Advisory Committee on Socially Responsible Investing at Columbia University.

Biographies



Lesley Holland

Regional Director
Portfolio
Management Central
Region Manager
BNY Wealth

Education
B.A. and M.B.A., Michigan State University

Certifications
CIMA, Wharton School of Business, University of Pennsylvania

Memberships
Investment Committee, American Heart Association

Committees
Member of BNY Mellon Solutions Committee

Endowment Committee, Girl Scouts of North Texas

Lesley Holland is a Senior Wealth Manager for BNY Mellon Wealth Management. She works directly with ultra high net worth clients to address their investment and wealth management needs.

Lesley joined the firm in 2011 and has over 21 years of experience in the financial services industry. Previously, she was with Northern Trust where she was primarily responsible for the management of assets for high-net-worth families, foundations, and endowments.

Lesley received a bachelor's degree from Michigan State University and a master of business administration from Michigan State University's Broad School of Management. She also obtained the Certified Investment Management Analyst (CIMA) certification from the University of Pennsylvania's Wharton School of Business.

Organizations and community involvement include: Investment Committee member for American Heart Association, Endowment Committee for Girl Scouts of North Texas and Mentor for Michigan State University.

Biographies



Christopher Gold, CPWA®

Managing Director and Market President, Dallas BNY Wealth

Education

DePaul University, B.A.

Certifications

Certified Private Wealth Advisor®

Memberships

President, Friends of WRR

Executive Board Member, The DEC Network

Committees

CPWA Exam Writing

Chris Gold is a Managing Director and the President of the Dallas market for BNY Mellon Wealth Management. In this role, he leads the team that provides investment management, wealth planning, and private banking services for individuals, families, endowments, and foundations. He is also responsible for the business development and client satisfaction within the market.

Chris joined the firm in 2022 and has more than 25 years in the wealth management industry. He spent fourteen years with Northern Trust, first as a Senior Wealth Advisor, and then six years as the Senior Managing Director of Wealth Management. He began his career with Ernst & Young.

Chris received a bachelor's degree from DePaul University in Chicago. He also obtained the Certified Professional Wealth Advisor (CPWA) certification from the University of Chicago's Booth School of Business.

Appendix 4
Sample Investment Report

BNY | WEALTH

January 21, 2025

Wealth Management Review

Prepared for:

Presented by:

Senior Portfolio Manager

Relationship Overview



Account Listing

Investment Accounts -

Account	Account Type	Account Name	Market Value	Est. Taxable Income ($)	Est. Tax Exempt Income ($)	Total Est. Income (%)
	CHARITABLE-PRIVATE FOUNDATION		$3,178,712	$118,483	$0	3.7%
	CHARITABLE-PRIVATE FOUNDATION		$77,296,238	$1,728,584	$0	2.2%
		Total	**$80,474,950**	**$1,847,067**	**$0**	**2.3%**

Investment Accounts

Account	Account Type	Account Name	Market Value	Est. Taxable Income ($)	Est. Tax Exempt Income ($)	Total Est. Income (%)
	CHARITABLE-CUSTODY		$8,307,414	$389	$0	0.0%
		Total	**$8,307,414**	**$389**	**$0**	**0.0%**

[2]Accounts are included in Portfolio Holdings consolidated reporting.
The information is being provided for informational purposes only, based on sources we believe to be accurate. It is not to be considered as an official statement of the account(s)

BNY Mellon, N.A. Member FDIC. Data as of December 31, 2024

Wealth Review



Portfolio Positioning:

Fund Type	Actual Allocation	Target Allocation	Over / Under (vs Target)	Market Value
Cash				
Cash and Cash Equivalents	1.1%	0.5%	0.6%	$906,290
Total Cash	**1.1%**	**0.5%**	0.6%	**$906,290**
Equities				
U.S. Large Cap	40.1%	40.0%	0.1%	$32,293,807
U.S. Mid Cap	6.9%	7.0%	-0.1%	$5,573,318
U.S. Small Cap	3.7%	3.5%	0.2%	$2,984,198
Developed International	9.6%	10.0%	-0.4%	$7,713,361
Emerging Markets - Large Cap	3.1%	3.5%	-0.4%	$2,472,694
Total Equities	**63.4%**	**64.0%**	-0.6%	**$51,037,379**
Fixed Income				
Taxable Fixed Income	20.6%	20.5%	0.1%	$16,565,242
High Yield	3.5%	3.5%	0.0%	$2,831,987
Emerging Mkts - Fixed Income	1.5%	1.5%	0.0%	$1,209,845
Total Fixed Income	**25.6%**	**25.5%**	0.1%	**$20,607,074**
Alternative Investments				
Private Equity	9.1%	9.0%	0.1%	$7,348,624
Real Assets	0.7%	1.0%	-0.3%	$575,584
Total Alternative Investments	**9.9%**	**10.0%**	-0.2%	**$7,924,208**
TOTAL	**100%**	**100%**		**$80,474,950**

Data as of December 31, 2024 Target allocation selected is Custom and may reflect a later date

Account Performance:

	THREE MONTHS	YTD	LAST 12 MONTHS	LAST 3 YEARS	SINCE INCEPTION 08/01/19-12/31/24
Total Portfolio (Gross of Fees)	**-0.56%**	**13.09%**	**13.09%**	**3.45%**	**8.43%**
Total Portfolio (Net of Fees)	**-0.67%**	**12.64%**	**12.64%**	**2.99%**	**7.88%**
70%MSCI ACWI IMI (Net)/30%BBAgg	*-1.78%*	*11.67%*	*11.67%*	*2.80%*	*7.56%*
Equities	**-0.14%**	**18.28%**	**18.28%**	**5.43%**	**11.49%**
MSCI All Country World IMI (Net)	*-1.24%*	*16.37%*	*16.37%*	*4.90%*	*10.55%*
S&P 500 Index	*2.41%*	*25.02%*	*25.02%*	*8.94%*	*15.22%*
Russell 2000 Index	*0.33%*	*11.54%*	*11.54%*	*1.24%*	*8.10%*
MSCI EAFE Net Index	*-8.11%*	*3.82%*	*3.82%*	*1.65%*	*5.92%*
MSCI Emerging Mkts Index	*-7.84%*	*8.05%*	*8.05%*	*-1.48%*	*3.50%*
Fixed Income	**-2.48%**	**2.57%**	**2.57%**	**-0.71%**	**1.45%**
Bloomberg Aggregate Bond Index	*-3.06%*	*1.25%*	*1.25%*	*-2.41%*	*0.11%*
ICE BofA High Yield Master II Index	*0.16%*	*8.20%*	*8.20%*	*2.91%*	*4.36%*
JP Morgan EMBI Global Diversified Index	*-1.94%*	*6.54%*	*6.54%*	*-0.91%*	*0.49%*
Alternative Investments	**1.19%**	**7.57%**	**7.57%**	**2.78%**	**4.84%**
CPI + 2%	*1.37%*	*4.87%*	*4.87%*	*6.24%*	*6.09%*
HFRX Global Hedge Fund Index	*0.18%*	*5.27%*	*5.27%*	*1.24%*	*3.23%*
Cash And Cash Equivalents	**0.83%**	**3.41%**	**3.41%**	**3.00%**	**1.95%**
Lipper Money Market Index	*1.18%*	*5.21%*	*5.21%*	*3.90%*	*2.35%*

Data as of December 31, 2024

Performance for periods greater than one year is annualized. See Important Disclosures Included in the appendix of this presentation

Economic & Capital Market Update



Historical Returns: As of December 31, 2024

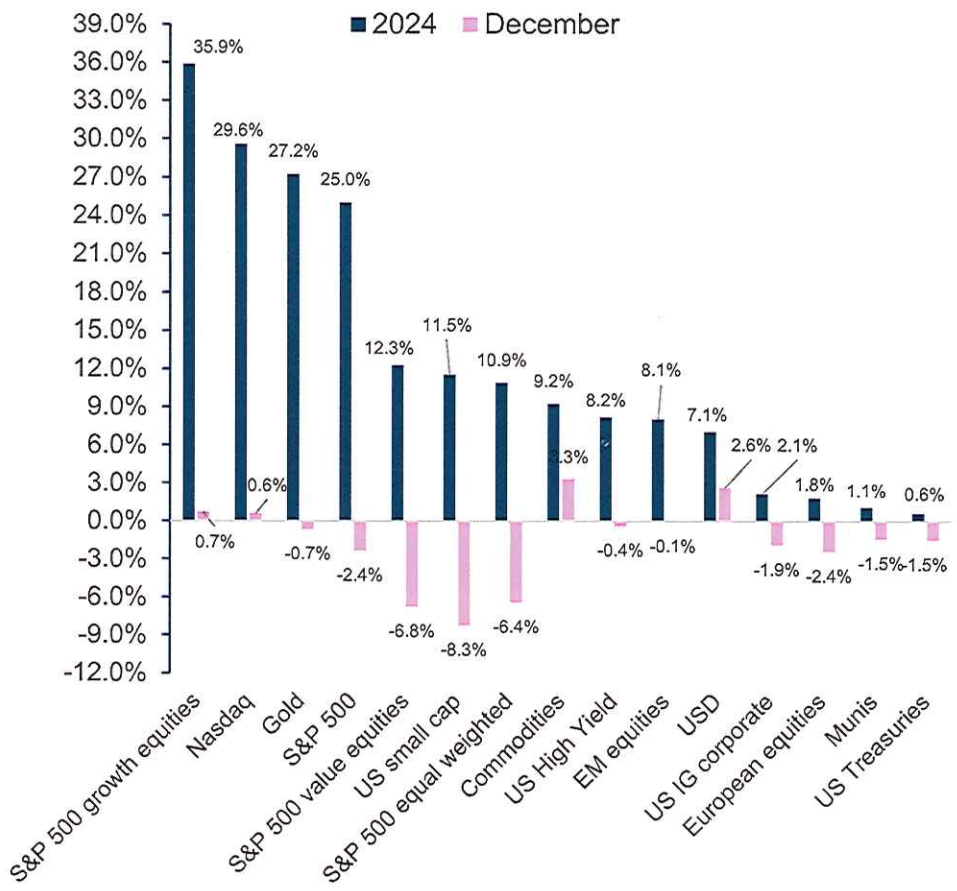
					Annualized Returns (%)			
Asset Class	Index	Dec.	QTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.	10 Yr. Stdev.
US Large Cap Equity	S&P 500 TR USD	-2.4	2.4	25.0	8.9	14.5	13.1	15.4
US Mid Equity	S&P MidCap 400 TR	-7.1	0.3	13.9	4.9	10.3	9.7	18.6
US Small Cap Equity	Russell 2000 TR USD	-8.3	0.3	11.5	1.2	7.4	7.8	20.7
International Equity	MSCI EAFE NR USD	-2.3	-8.1	3.8	1.6	4.7	5.2	15.2
Emerging Mkt Equity	MSCI EM GR USD	-0.1	-7.8	8.1	-1.5	2.1	4.0	17.1
T-bills	ICE BofA 0-3 M US Trsy Bill TR USD	0.4	1.2	5.3	4.0	2.5	1.7	0.6
Tax-exempt bonds	S&P Muni Bond Interm. TR	-1.0	-1.1	1.1	-0.2	1.1	2.2	4.5
Taxable Bonds	Bloomberg US Agg Bond TR USD	-1.6	-3.1	1.3	-2.4	-0.3	1.3	5.0
High Yield	ICE BofA US HY Constnd TR USD	-0.4	0.2	8.2	2.9	4.0	5.1	7.6
International Bonds	Bloomberg Gbl Agg Ex USD TR USD	-2.6	-6.8	-4.2	-6.3	-3.4	-0.9	8.1
EM Debt - USD	JPM EMBI Global Diversified TR USD	-1.4	-1.9	6.5	-0.9	0.1	3.1	9.0
Hedge Funds	HFRX Global Hedge Fund USD	0.0	0.2	5.3	1.2	2.8	2.0	4.2
Real Estate	FTSE EPRA Nareit Developed TR USD	-6.9	-9.5	2.0	-5.1	0.0	3.2	17.0
Commodities	S&P GSCI TR USD	1.0	-0.4	5.4	4.1	6.8	1.3	13.8

Source: Morningstar. Returns and standard deviation as of 12/31/2024. Past performance is not indicative of future performance.

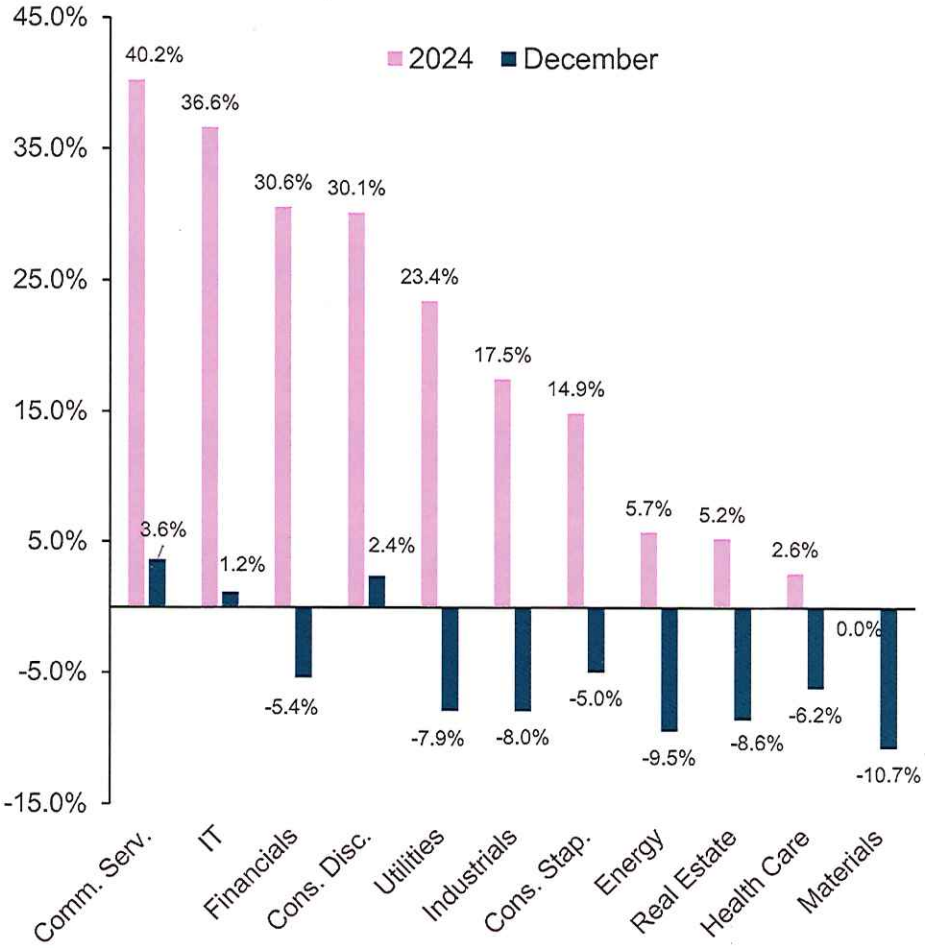
2024 = Reminder to Stay Invested

- Tech and growth leadership led in 2024 with ~30%+ returns followed by gold (27.2%) and the S&P 500 (25.0%).
- Value and small caps delivered 10%-12% and the USD increased 7.1%.
- Tech, financials, and consumer discretionary returned more than 20% while materials (0%) and health care (2.6%) lagged.

Broad Asset Class Returns



S&P 500 Sector Returns

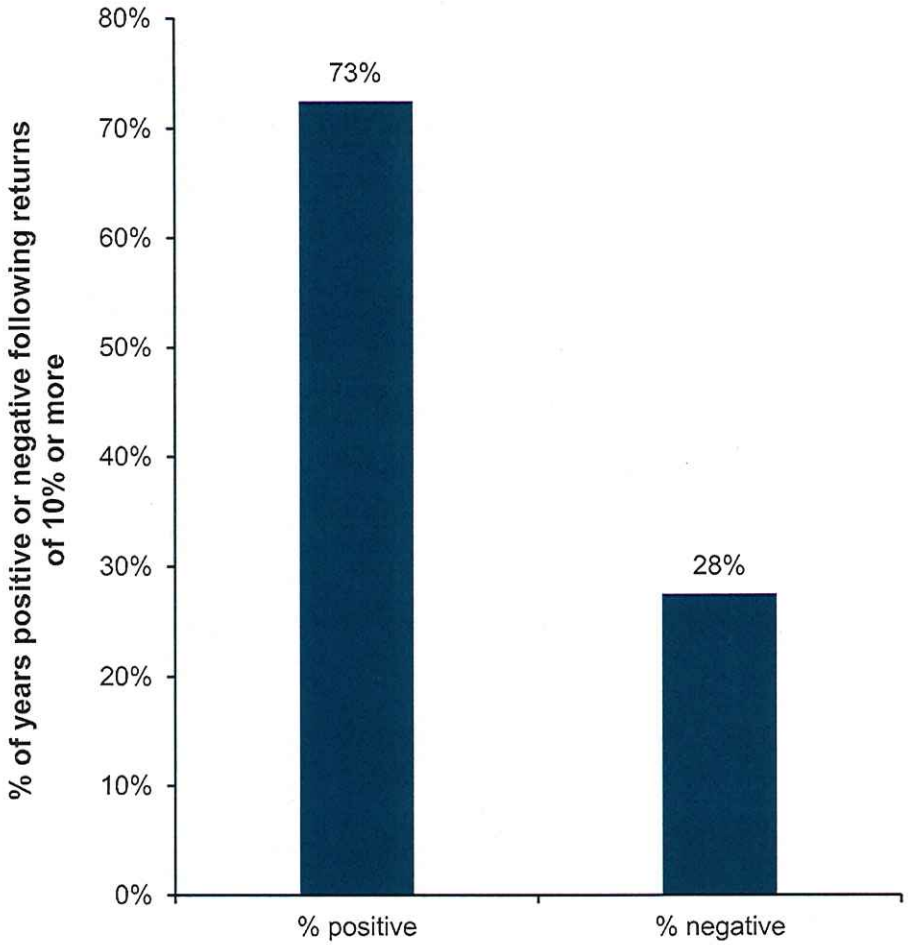


Total returns in USD. Source: Bloomberg. As of 12/31/2024. Past performance is no guarantee of future results footnote.

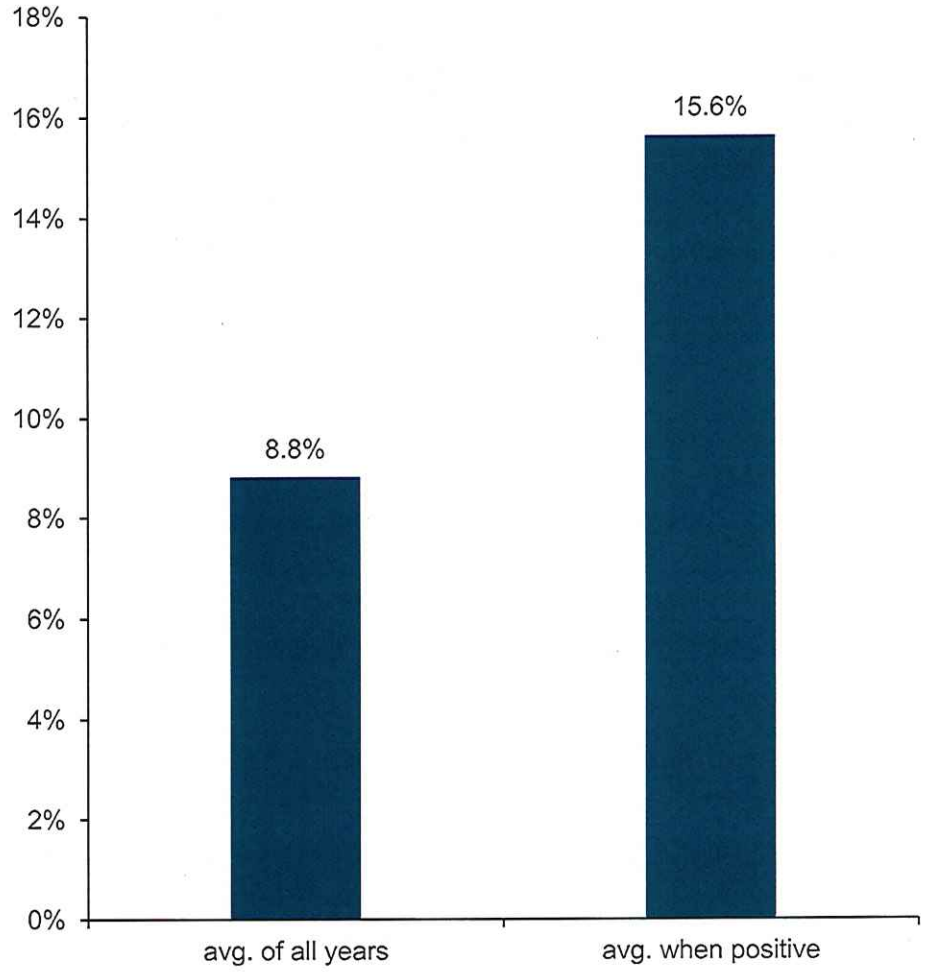
Positive Returns Can Continue

- Since 1950, when the S&P 500 gained 10% or more, returns averaged 8.8% in the following year.
- Returns were positive 73% of the time averaging 15.6%.
- We expect positive but more muted returns in 2025 vs. the last two years when performance was 25%+.

S&P 500 returns post years >10% since 1950



S&P 500 average returns after 10%+ years*

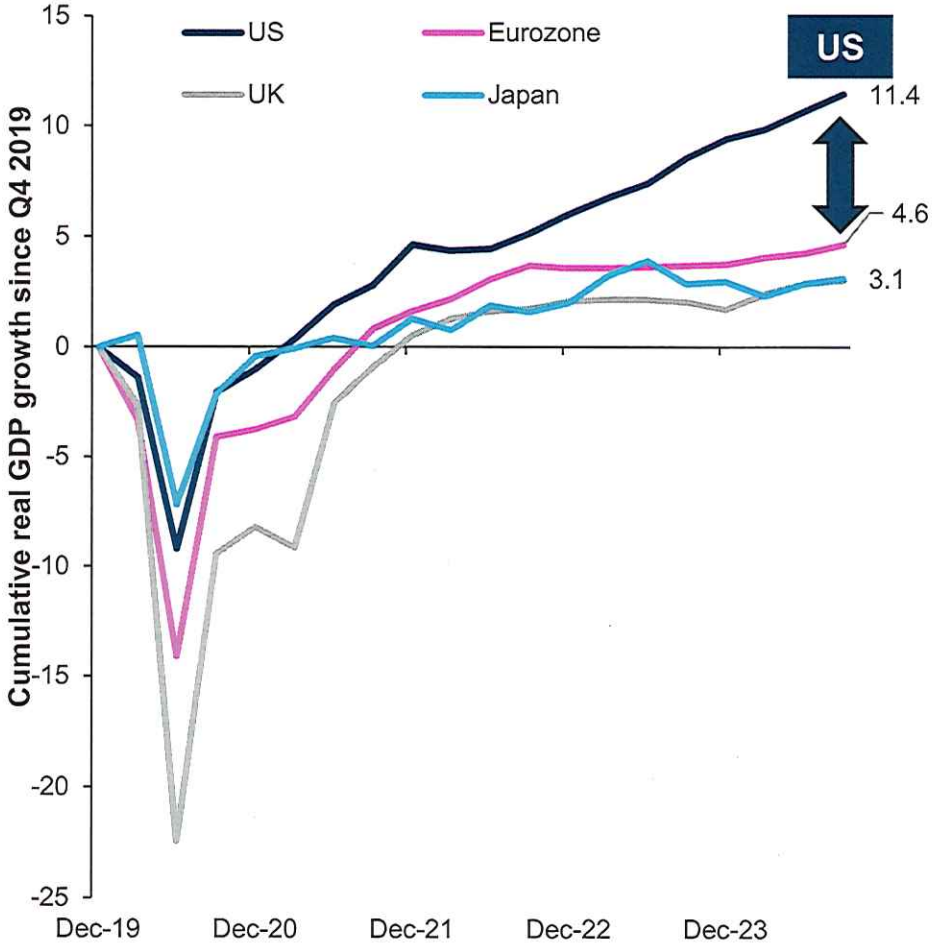


*During negative years following 10% years, returns averaged -9.1%. We don't think returns will be negative in 2025.
Source: Bloomberg. As of 12/31/2024. Past performance is no guarantee of future results footnote.

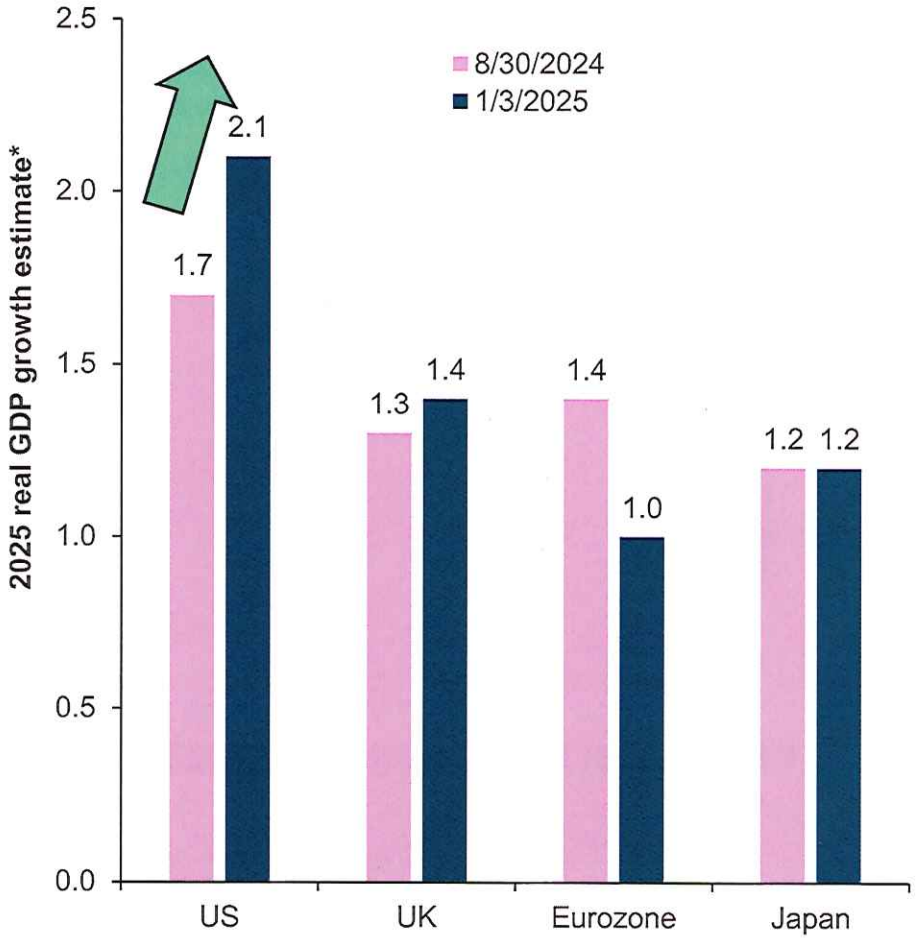
U.S. Growth Continues to Outperform

- The U.S. economy has expanded 11.4% which is more than double the rest of world since 2019.
- Since August, U.S. forecasts have increased 0.4% to 2.1% while changes to the rest of world have been flat or negative.
- We expect improving sentiment, deregulation, AI innovation, and continued consumer spending to drive U.S. growth.

Cumulative GDP growth since Covid (%)



Change in 2025 real GDP growth forecasts

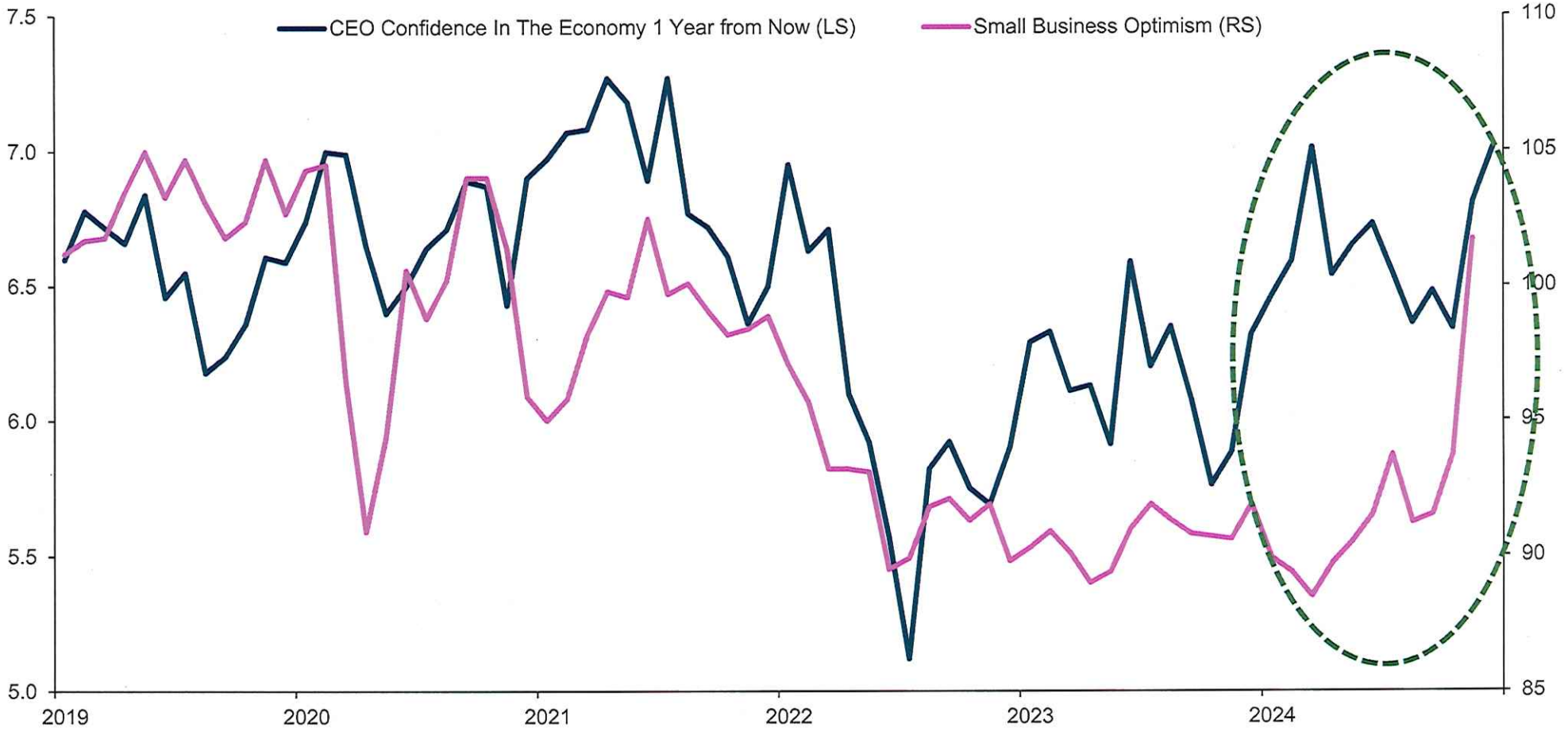


Source: Bloomberg. *Consensus estimate per Bloomberg. Real GDP used to calculate growth. Latest available data as of 1/8/2025.

Business Sentiment Shifting Higher

- CEO confidence in the economy is the highest since August 2021.
- Small business optimism is the strongest since mid-2021.
- We believe improved sentiment will help boost economic growth and contribute to continued U.S. economic outperformance.

CEO and small business confidence



Source: Bloomberg. Latest available data as of 1/8/2025.

Earnings Revisions Increasing

- The market is expecting earnings to continue increasing.
- The change in forward earnings estimates increased throughout 2024 and is 12% higher vs. a year ago.
- S&P 500 earnings are expected to grow 14.6% in 2025 vs. 8.7% in 2024**.

S&P 500 forward earnings estimates*: % change y/y

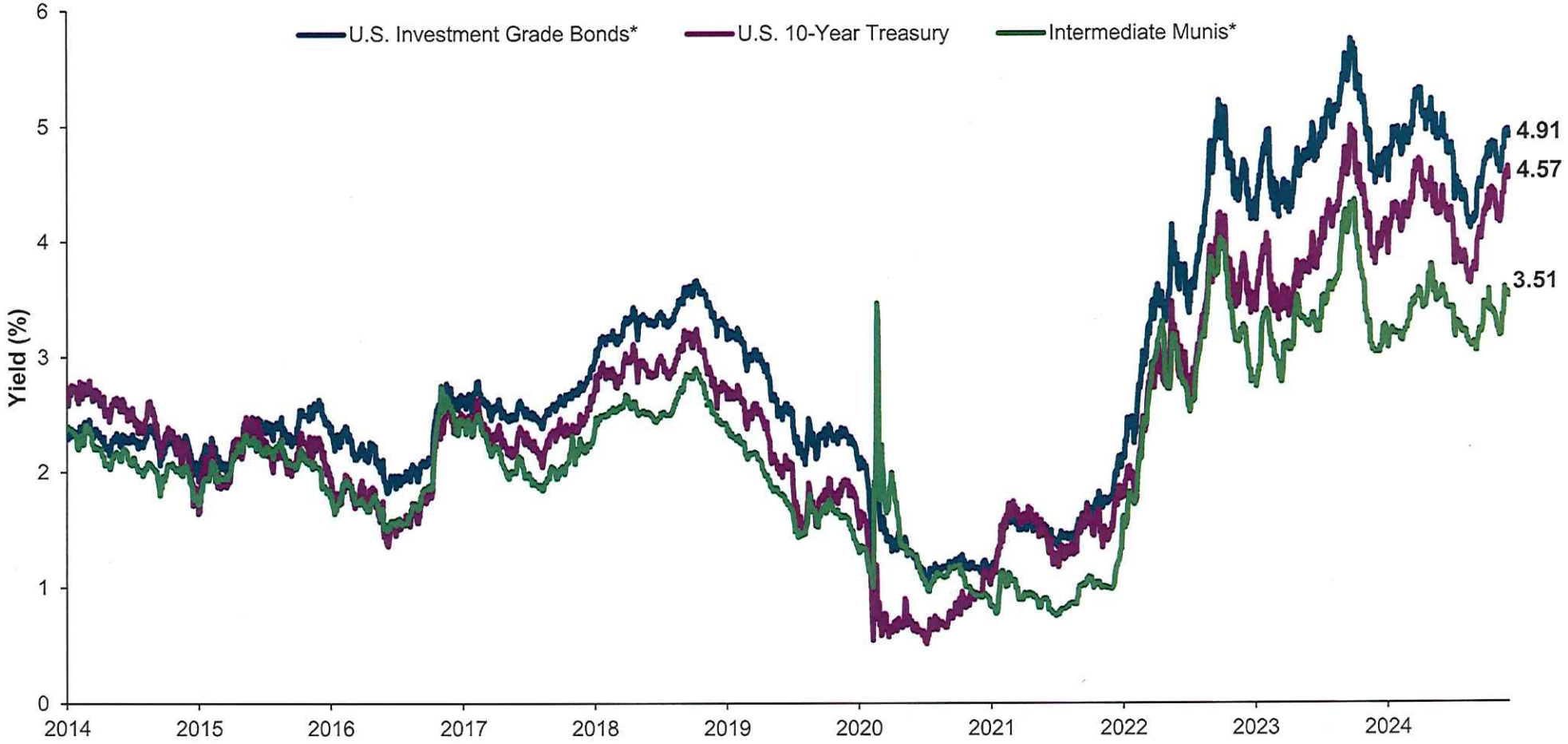


*12-month forward eps. **Estimates per FactSet. Source: FactSet. Data as of December 31, 2024. Past performance is no guarantee of future results footnote.

Attractive Yields for Long-Term Investors

- Bond yields have increased and are near their highest in a decade providing attractive yields for long-term investors.
- We believe yield volatility will persist in 2025 and fixed income will deliver mid-single digit returns.

U.S. Bond Yields %

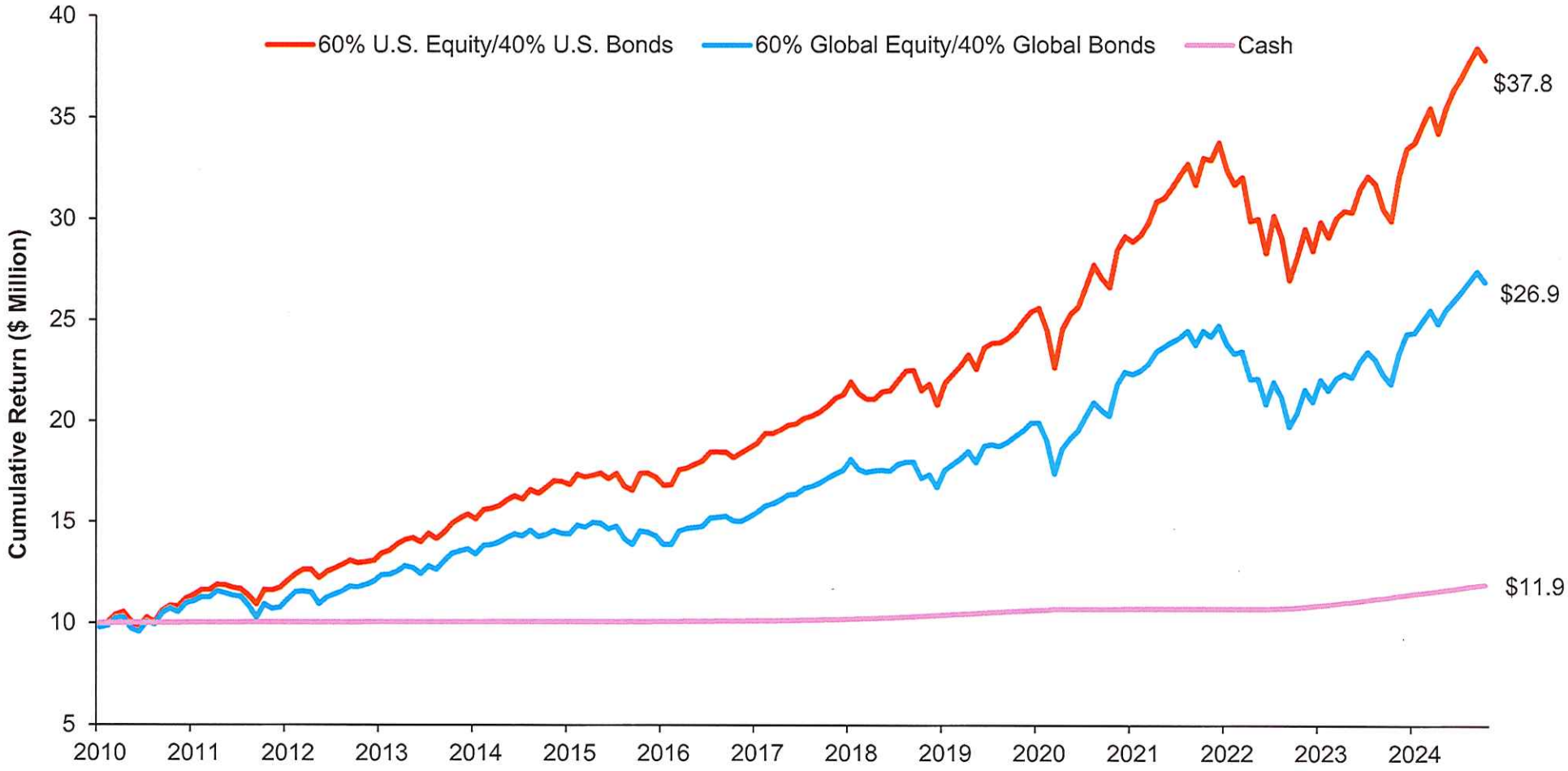


*Investment grade bonds is US Aggregate Index. Intermediate munis is S&P Municipal Bond Intermediate Index.
Source: Bloomberg. Data as of 12/31/2024. Past performance is no guarantee of future results footnote.

Overweight U.S.

- We expect US outperformance to continue driven by stronger earnings and economic growth driven by AI, consumer resilience, corporate innovation, and the potential from deregulation from the incoming administration.

Cumulative Growth of $10 Million



Source: Bloomberg. Data as of December 31, 2024. The Bloomberg U.S. Treasury Bills Index is used as a proxy for cash. 60/40 portfolio is represented by S&P 500 and the Bloomberg U.S. Aggregate Bond Index. Global 60/40 portfolio is represented by MSCI ACWI Index (USD) and Bloomberg Global Aggregate Bond Index (USD Hedged). Past performance is no guarantee of future results.

Wealth Management Forecasts

	2025 Forecasts	2026 Forecasts
U.S. Real GDP (Y/Y)	1.5% - 2.5%	2.0% - 3.0%
U.S. Headline CPI Year-End Target	2.0% - 3.0%	2.5% - 3.5%
S&P 500 Earnings	$285 - $295	$320 - $330
S&P 500 Year-End Target	6,300 - 6,600	6,900 - 7,200
10-Year Treasury Yield Range for the year[1]	3.25 - 5.00%	4.00% - 5.00%

Our estimates reflect a 15% chance of a mild U.S. recession in 2025 and 2026, a standard recession probability.

[1]2025 and 2026 10-Year Treasury Yield forecasts represent a range for the year.

Source: BNY Wealth. As of 1/8/2025.

Asset Class Positioning

Investment Strategy Committee Recommendations

	Underweight	Small Underweight	Neutral	Small Overweight	Overweight
Equity				◆	
Large Cap					◆
Mid Cap			◆		
Small Cap			◆		
International Developed	◆				
Emerging Markets	◆				
Fixed Income			◆		
Treasuries			◆		
Investment-grade Corporate			◆		
Tax-exempt			◆		
High Yield			◆		
Emerging Market Debt	◆				
Diversifiers			◆		
Alternative Growth			◆		
Absolute Return			◆		
Real Assets			◆		
Private Equity			◆		

Reflects portfolio positioning within the Fully Diversified Balanced Model for taxable clients. As of 1/8/2025.

Takeaways

REASONS TO BE POSITIVE

- Strong enough job market.
- Earnings increasing.
- Market not overvalued considering better margins.
- Strong corporate and household balance sheets.
- Consumers continue to spend.
- Substantial increase in household net worth.
- Tech innovation.
- Potential boost from deregulation.
- AI's impact on productivity.
- Global easing cycle underway.

RISKS

- US government debt and budget deficits.
- Reflation leads to stubbornly higher rates and slower easing cycle.
- Tariff and policy uncertainty.
- Geopolitical risk.

ASSET ALLOCATION

- Staying in cash doesn't work over the long run. Staying invested and diversified does.
- Cash set to underperform with Fed easing underway.
- Maintain domestic large cap equity bias as U.S. outperformance expected to continue.

Source: BNY Wealth. As of January 8, 2025.

Key Highlights

01 ***Global Growth Steadies***

The U.S. economy continues to lead the rest of the world.

02 ***Cash Loses Its Luster***

Yes, cash yields have been rewarding over the past several years, but times are changing.

03 ***Bonds As A Ballast***

Bonds outperform cash during easing cycles.

04 ***Equities Have Room To Run***

We are overweight U.S. large cap equities.

05 ***Private Assets Inflection Point***

The landscape is evolving.

Appendix & Disclosures



Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
:ASH									
:ash and Cash Equivalents-Other Cash quivalents									
:RA (BNY MELLON, N.A., MEMBER FDIC)	CRA1	906,290	$1.00	1.13%	$906,290.05	$906,290.05		$38,064.18	4.20%
otal Cash and Cash Equivalents-Other Cash quivalents				**1.13%**	**$906,290.05**	**$906,290.05**		**$38,064.18**	**4.20%**
otal Cash				**1.13%**	**$906,290.05**	**$906,290.05**		**$38,064.18**	**4.20%**
:QUITIES									
I.S. Large Cap-Pooled Vehicle									
SHARES CORE S&P 500 ETF	IVV	54,858	$588.68	40.13%	$32,293,807.44	$16,341,865.74	$15,951,941.70	$419,389.41	1.30%
otal U.S. Large Cap-Pooled Vehicle				**40.13%**	**$32,293,807.44**	**$16,341,865.74**	**$15,951,941.70**	**$419,389.41**	**1.30%**
I.S. Mid Cap-Pooled Vehicle									
SHARES CORE S&P MID-CAP ETF	IJH	89,445	$62.31	6.93%	$5,573,317.95	$3,623,645.74	$1,949,672.21	$73,971.02	1.33%
otal U.S. Mid Cap-Pooled Vehicle				**6.93%**	**$5,573,317.95**	**$3,623,645.74**	**$1,949,672.21**	**$73,971.02**	**1.33%**
I.S. Small Cap-Pooled Vehicle									
SHARES CORE S&P SMALL-CAP ETF	IJR	25,900	$115.22	3.71%	$2,984,198.00	$2,757,003.20	$227,194.80	$61,227.60	2.05%
otal U.S. Small Cap-Pooled Vehicle				**3.71%**	**$2,984,198.00**	**$2,757,003.20**	**$227,194.80**	**$61,227.60**	**2.05%**
eveloped International-Pooled Vehicle									
GF INTERNATIONAL GROWTH-INS	BGESX	116,834	$12.46	1.81%	$1,455,753.77	$1,395,000.00	$60,753.77		0.00%
AUSEWAY INTL VALUE FD INST	CIVIX	79,740	$18.56	1.84%	$1,479,968.24	$1,520,283.63	($40,315.39)	$28,945.50	1.96%
IDELITY ADV INTL SM CAP-Z	FIQIX	46,564	$30.76	1.78%	$1,432,311.16	$1,544,251.80	($111,940.64)	$29,242.24	2.04%
SHARES CORE MSCI EAFE ETF	IEFA	47,600	$70.28	4.16%	$3,345,328.00	$2,952,681.67	$392,646.33	$116,144.00	3.47%
otal Developed International-Pooled Vehicle				**9.58%**	**$7,713,361.17**	**$7,412,217.10**	**$301,144.07**	**$174,331.74**	**2.26%**
merging Markets - Large Cap-Pooled Vehicle									
Q G PART EMERG MKTS EQ-INST	GQGIX	75,676	$16.54	1.56%	$1,251,684.96	$1,228,158.25	$23,526.71	$32,465.11	2.59%
SHARES MSCI EMERGING MARKETS EX	EMXC	22,020	$55.45	1.52%	$1,221,009.00	$1,127,600.16	$93,408.84	$32,831.82	2.69%
otal Emerging Markets - Large Cap-Pooled ehicle				**3.07%**	**$2,472,693.96**	**$2,355,758.41**	**$116,935.55**	**$65,296.93**	**2.64%**
otal Equities				**63.42%**	**$51,037,378.52**	**$32,490,490.19**	**$18,546,888.33**	**$794,216.69**	**1.56%**

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
IXED INCOME									
axable Fixed Income-Pooled Vehicle									
SHARES CORE U S AGGREGATE BOND ETF	AGG	31,575	$96.90	3.80%	$3,059,617.50	$3,551,046.65	($491,429.15)	$113,480.55	3.71%
otal Taxable Fixed Income-Pooled Vehicle				**3.80%**	**$3,059,617.50**	**$3,551,046.65**	**($491,429.15)**	**$113,480.55**	**3.71%**
axable Fixed Income-Individual Security									
. T & T INC 4.55% 3/09/49	00206RDK5	145,000	$82.95	0.15%	$120,278.95	$124,304.40	($4,025.45)	$6,597.50	5.49%
.BBVIE INC 3.2% 11/21/29	00287YBX6	105,000	$92.82	0.12%	$97,455.75	$99,219.15	($1,763.40)	$3,360.00	3.45%
.MAZON.COM INC 1.65% 5/12/28	023135BY1	90,000	$91.07	0.10%	$81,960.30	$82,435.50	($475.20)	$1,485.00	1.81%
.MGEN INC 3.375% 2/21/50	031162CS7	120,000	$68.34	0.10%	$82,002.00	$88,490.20	($6,488.20)	$4,050.00	4.94%
.NHEUSER-BUSH INBEV FI 4.9% 2/01/46	035242AN6	105,000	$90.42	0.12%	$94,945.20	$99,743.85	($4,798.65)	$5,145.00	5.42%
.PPLE INC 4.375% 5/13/45	037833BH2	105,000	$88.27	0.12%	$92,687.70	$96,987.45	($4,299.75)	$4,593.75	4.96%
.RROW ELECTRONICS IN 2.95% 2/15/32	04273WAC5	110,000	$85.12	0.12%	$93,632.00	$95,042.20	($1,410.20)	$3,245.00	3.47%
. P CAP MARKETS AMER 5.227% 11/17/34	10373QCA6	60,000	$98.49	0.07%	$59,092.80	$60,664.20	($1,571.40)	$3,136.20	5.31%
ANCO SANTANDER SA 5.538% 3/14/30	05964HBB0	75,000	$100.44	0.09%	$75,333.00	$76,318.50	($985.50)	$4,153.50	5.51%
ANK OF AMERICA CORP 5.468% 1/23/35	06051GMA4	125,000	$100.11	0.16%	$125,136.25	$128,180.55	($3,044.30)	$6,835.00	5.46%
ARCLAYS PLC 5.335% 9/10/35	06738ECV5	105,000	$96.05	0.13%	$100,850.40	$106,100.70	($5,250.30)	$5,601.75	5.55%
RITISH COLUMBIA PROV 4.2% 7/06/33	11070TAM0	45,000	$95.02	0.05%	$42,760.35	$44,806.95	($2,046.60)	$1,890.00	4.42%
ROADCOM CRP / CAYM 3.5% 1/15/28	11134LAR0	95,000	$96.28	0.11%	$91,467.90	$91,885.00	($417.10)	$3,325.00	3.64%
V S HEALTH CORP 4.78% 3/25/38	126650CY4	120,000	$86.47	0.13%	$103,760.40	$109,953.60	($6,193.20)	$5,736.00	5.53%
ITIGROUP INC 6.174% 5/25/34	17327CAR4	130,000	$101.87	0.16%	$132,434.90	$135,343.50	($2,908.60)	$8,026.20	6.06%
ITIZENS FINANCIAL G 5.718% 7/23/32	174610BH7	65,000	$100.35	0.08%	$65,226.20	$67,357.35	($2,131.15)	$3,716.70	5.70%
OMCAST CORP 5.35% 11/15/27	20030NEA5	60,000	$101.94	0.08%	$61,162.20	$61,887.00	($724.80)	$3,210.00	5.25%
OSTCO WHOLESALE COR 1.6% 4/20/30	22160KAP0	70,000	$85.59	0.07%	$59,909.50	$61,553.10	($1,643.60)	$1,120.00	1.87%
EUTSCHE BANK NY 2.552% 1/07/28	25160PAH0	120,000	$95.12	0.14%	$114,142.80	$113,032.20	$1,110.60	$3,062.40	2.68%
ANNIE MAE SUPER 5.5% 10/01/54	FS9262A	93,059	$98.81	0.11%	$91,949.45	$93,676.68	($1,727.23)	$5,118.23	5.57%
ED HOME LOAN MTG CORP 5.5% 4/01/54	SD5236F	62,159	$99.18	0.08%	$61,646.14	$62,424.17	($778.03)	$3,418.74	5.55%
EDERAL NATL MTGE ASSN 5.0% 6/01/53	SD3161F	26,732	$97.57	0.03%	$26,083.30	$26,689.78	($606.48)	$1,336.58	5.12%
HLM POOL #FR SE9060 2.0% 2/01/52	SE9060F	63,557	$75.76	0.06%	$48,152.46	$49,876.37	($1,723.91)	$1,271.13	2.64%
HLMC # SD5482 5.5% 6/01/54	SD5482F	33,797	$98.97	0.04%	$33,448.88	$34,240.92	($792.04)	$1,858.85	5.56%
HLMC # SD6299 5.5% 9/01/54	SD6299F	107,929	$98.79	0.13%	$106,618.27	$109,745.21	($3,126.94)	$5,936.07	5.57%
HLMC # SD6307 5.0% 9/01/54	SD6307F	112,411	$96.75	0.14%	$108,757.39	$113,290.49	($4,533.10)	$5,620.54	5.17%
HLMC # ZM4707 3.5% 11/01/47	ZM4707F	39,720	$89.63	0.04%	$35,600.19	$37,481.51	($1,881.32)	$1,390.21	3.91%
HLMC POOL # QD3216 2.5% 12/01/51	QD3216F	80,359	$82.27	0.08%	$66,112.05	$69,905.53	($3,793.48)	$2,008.97	3.04%
HLMC POOL # SD2075 2.0% 2/01/52	SD2075F	66,020	$78.48	0.06%	$51,812.39	$52,588.95	($776.56)	$1,320.40	2.55%
HLMC POOL # SD5602 5.5% 6/01/54	SD5602F	89,582	$99.12	0.11%	$88,789.77	$90,820.04	($2,030.27)	$4,926.99	5.55%

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
HLMC POOL # ZS4726 3.5% 7/01/47	ZS4726F	85,915	$89.75	0.10%	$77,109.48	$80,870.46	($3,760.98)	$3,007.02	3.90%
HLMC POOL RE5046 1.5% 10/01/50	RE5046F	25,871	$72.97	0.02%	$18,879.36	$19,760.82	($881.46)	$388.07	2.06%
HLMC RA6221 3.0% 11/01/51	RA6221F	63,811	$85.25	0.07%	$54,399.96	$54,991.13	($591.17)	$1,914.32	3.52%
HLMC RA6686 4.0% 1/01/52	RA6686F	80,456	$91.66	0.09%	$73,745.41	$75,044.00	($1,298.59)	$3,218.25	4.36%
HLMC RB5121 2.0% 8/01/41	RB5121F	41,290	$83.40	0.04%	$34,436.64	$35,508.42	($1,071.78)	$825.81	2.40%
HLMC RB5149 2.5% 3/01/42	RB5149F	31,949	$85.65	0.03%	$27,365.59	$28,439.00	($1,073.41)	$798.72	2.92%
HLMC SD6401 6.0% 9/01/54	SD6401F	86,803	$100.62	0.11%	$87,339.28	$88,132.01	($792.73)	$5,208.17	5.96%
HMLC POOL # SD8213 3.0% 5/01/52	SD8213F	167,943	$85.05	0.18%	$142,830.08	$145,373.55	($2,543.47)	$5,038.28	3.53%
HMLMC POOL # SD7192 5.0% 12/01/54	SD7192F	60,000	$96.66	0.07%	$57,994.20	$58,903.13	($908.93)	$3,000.00	5.17%
ISERV INC 3.5% 7/01/29	337738AU2	85,000	$93.83	0.10%	$79,752.10	$80,767.85	($1,015.75)	$2,975.00	3.73%
N CB3049 2.5% 3/01/52	CB3049A	125,640	$81.75	0.13%	$102,707.15	$108,161.94	($5,454.79)	$3,141.01	3.06%
N FS8968 6.0% 9/01/54	FS8968A	81,629	$100.59	0.10%	$82,108.37	$83,832.00	($1,723.63)	$4,897.75	5.96%
NMA BU9102 2.0% 1/01/52	BU9102A	56,434	$79.13	0.06%	$44,658.53	$45,840.26	($1,181.73)	$1,128.68	2.53%
NMA FS5704 2.0% 4/01/52	FS5704A	99,942	$77.90	0.10%	$77,851.97	$80,913.12	($3,061.15)	$1,998.84	2.57%
NMA MA4371 2.5% 6/01/51	MA4371A	10,587	$80.04	0.01%	$8,473.81	$8,862.40	($388.59)	$264.67	3.12%
NMA MA4618 4.0% 4/01/52	MA4618A	61,283	$91.49	0.07%	$56,068.36	$56,984.17	($915.81)	$2,451.32	4.37%
NMA POOL # BV8535 3.0% 5/01/52	BV8535A	62,805	$86.05	0.07%	$54,040.85	$56,806.57	($2,765.72)	$1,884.14	3.49%
NMA POOL # CA7225 2.0% 10/01/50	CA7225A	10,012	$78.68	0.01%	$7,877.63	$8,156.28	($278.65)	$200.24	2.54%
NMA POOL # CB2376 2.5% 12/01/51	CB2376A	83,452	$82.33	0.09%	$68,710.45	$69,121.98	($411.53)	$2,086.31	3.04%
NMA POOL # CB2400 2.5% 12/01/51	CB2400A	59,460	$81.68	0.06%	$48,568.55	$50,464.26	($1,895.71)	$1,486.50	3.06%
NMA POOL # CB9444 6.0% 11/01/54	CB9444A	68,205	$100.59	0.09%	$68,605.69	$68,993.95	($388.26)	$4,092.32	5.96%
NMA POOL # FS3063 4.5% 10/01/52	FS3063A	20,465	$94.58	0.02%	$19,354.51	$20,426.14	($1,071.63)	$920.90	4.76%
NMA POOL # FS3392 4.0% 9/01/52	FS3392A	66,198	$91.64	0.08%	$60,663.92	$62,708.74	($2,044.82)	$2,647.92	4.36%
NMA POOL # FS3655 2.0% 1/01/52	FS3655A	30,843	$78.27	0.03%	$24,140.31	$25,111.51	($971.20)	$616.86	2.56%
NMA POOL # FS8068 5.5% 5/01/54	FS8068A	55,200	$98.91	0.07%	$54,600.64	$55,717.61	($1,116.97)	$3,036.01	5.56%
NMA POOL # FS9673 6.0% 11/01/54	FS9673A	81,946	$101.18	0.10%	$82,909.35	$83,661.41	($752.06)	$4,916.74	5.93%
NMA POOL # MA3305 3.5% 3/01/48	MA3305A	97,497	$89.56	0.11%	$87,319.38	$91,494.06	($4,174.68)	$3,412.40	3.91%
NMA POOL # MA4325 2.0% 5/01/51	MA4325A	61,855	$78.41	0.06%	$48,499.71	$49,077.89	($578.18)	$1,237.10	2.55%
NMA POOL # MA4466 2.5% 11/01/51	MA4466A	67,198	$81.99	0.07%	$55,095.96	$58,327.01	($3,231.05)	$1,679.96	3.05%
NMA POOL # MA4519 1.5% 1/01/42	MA4519A	48,656	$78.98	0.05%	$38,427.21	$40,366.26	($1,939.05)	$729.84	1.90%
R SD1727 5.0% 11/01/52	SD1727F	26,914	$97.10	0.03%	$26,134.08	$26,686.68	($552.60)	$1,345.69	5.15%
R SE9057 2.0% 5/01/51	SE9057F	22,451	$75.67	0.02%	$16,988.96	$18,014.74	($1,047.31)	$449.02	2.64%
2 MA7523 2.0% 8/20/51	MA7523M	8,217	$77.51	0.01%	$6,368.91	$6,759.44	($390.53)	$164.34	2.58%
2 MA7829 3.5% 1/20/52	MA7829M	50,935	$89.53	0.06%	$45,602.45	$47,556.89	($1,954.44)	$1,782.74	3.91%
2 MA8151 4.5% 7/20/52	MA8151M	79,846	$94.75	0.09%	$75,656.15	$78,437.79	($2,781.64)	$3,593.09	4.75%
ENERAL MOTORS FIN CO 5.6% 6/18/31	37045XEY8	70,000	$100.50	0.09%	$70,350.00	$71,931.10	($1,581.10)	$3,920.00	5.57%

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
;NMA II POOL # MA6930 2.0% 10/20/50	MA6930M	111,940	$80.05	0.11%	$89,612.10	$95,520.85	($5,908.75)	$2,238.79	2.50%
;NMA II POOL # MA9783 7.5% 7/20/54	MA9783M	68,192	$103.29	0.09%	$70,437.97	$70,452.86	($14.89)	$5,114.38	7.26%
;NMA II POOL #MA9853 6.5% 8/20/54	MA9853M	79,155	$101.77	0.10%	$80,560.04	$80,947.62	($387.58)	$5,145.08	6.39%
;NMA MA7706 3.0% 11/20/51	MA7706M	122,977	$86.77	0.13%	$106,710.01	$111,657.73	($4,947.72)	$3,689.32	3.46%
;NMA MA9167 3.5% 9/20/53	MA9167M	60,561	$89.44	0.07%	$54,167.11	$57,906.76	($3,739.65)	$2,119.64	3.91%
;NMA POOL II # MA6700 3.0% 6/20/50	MA6700M	24,248	$86.14	0.03%	$20,886.08	$21,233.68	($347.60)	$727.43	3.48%
;NMA POOL II # MA7 4.0% 5/20/51	MA7362M	6,219	$90.91	0.01%	$5,653.93	$5,856.79	($202.86)	$248.77	4.40%
;NMA POOL II # MA7359 2.5% 5/20/51	MA7359M	43,507	$81.57	0.04%	$35,489.32	$37,188.55	($1,699.23)	$1,087.67	3.06%
;NMA POOL II # MA7578 2.0% 9/20/51	MA7578M	8,022	$77.55	0.01%	$6,220.78	$6,561.53	($340.75)	$160.43	2.58%
;NMA POOL II # MA9854 7% 8/20/54	MA9854M	83,526	$102.50	0.11%	$85,615.78	$86,090.47	($474.69)	$5,846.82	6.83%
;OLDMAN SACHS GRP 6.75% 10/01/37	38141GFD1	125,000	$107.06	0.17%	$133,820.00	$138,798.00	($4,978.00)	$8,437.50	6.31%
;OVERNMENT NATIO 1.828% 12/16/52	GN11852	21,375	$81.82	0.02%	$17,489.05	$18,302.58	($813.53)	$390.74	2.23%
IOME DEPOT INC 1.375% 3/15/31	437076CF7	75,000	$80.98	0.08%	$60,736.50	$62,218.50	($1,482.00)	$1,031.25	1.70%
ISBC HOLDINGS PLC 2.357% 8/18/31	404280CK3	145,000	$85.12	0.15%	$123,426.90	$124,428.90	($1,002.00)	$3,417.65	2.77%
NTEL CORP 5.6% 2/21/54	458140CM0	75,000	$87.69	0.08%	$65,769.75	$71,347.85	($5,578.10)	$4,200.00	6.39%
B HUNT TRANSPORT S 3.875% 3/01/26	445658CF2	60,000	$98.99	0.07%	$59,394.60	$59,252.40	$142.20	$2,325.00	3.91%
PMORGAN CHASE & CO 4.565% 6/14/30	JCC4530	125,000	$98.02	0.15%	$122,520.00	$123,824.75	($1,304.75)	$5,706.25	4.66%
L A CORP 4.65% 7/15/32	482480AL4	60,000	$97.85	0.07%	$58,708.20	$60,505.20	($1,797.00)	$2,790.00	4.75%
ROGER CO 1.7% 1/15/31	501044DQ1	90,000	$82.39	0.09%	$74,147.40	$74,762.10	($614.70)	$1,530.00	2.06%
AM RESEARCH CORP 4.0% 3/15/29	512807AU2	80,000	$97.23	0.10%	$77,781.60	$78,716.80	($935.20)	$3,200.00	4.11%
LOYDS BANKING GROUP 2.438% 2/05/26	LBG2426	95,000	$99.76	0.12%	$94,767.25	$93,650.05	$1,117.20	$2,316.10	2.44%
IETA PLATFORMS INC 4.45% 8/15/52	30303M8J4	85,000	$84.28	0.09%	$71,637.15	$74,881.15	($3,244.00)	$3,782.50	5.28%
IICROSOFT CORP 2.525% 6/01/50	594918CC6	155,000	$61.54	0.12%	$95,387.00	$102,101.50	($6,714.50)	$3,913.75	4.10%
IORGAN STANLEY 1.593% 5/04/27	MS11527	120,000	$95.85	0.14%	$115,023.60	$113,500.65	$1,522.95	$1,911.60	1.66%
)RACLE CORP 3.9% 5/15/35	68389XBE4	75,000	$87.62	0.08%	$65,712.00	$67,598.55	($1,886.55)	$2,925.00	4.45%
)RACLE CORP 1.65% 3/25/26	68389XCC7	65,000	$96.40	0.08%	$62,659.35	$61,809.80	$849.55	$1,072.50	1.71%
'FIZER INVESTMENT EN 4.65% 5/19/30	716973AD4	65,000	$98.95	0.08%	$64,314.25	$65,585.65	($1,271.40)	$3,022.50	4.70%
'ROVINCE OF MANITOBA 4.3% 7/27/33	563469VC6	40,000	$95.51	0.05%	$38,203.60	$40,111.20	($1,907.60)	$1,720.00	4.50%
'RUDENTIAL FINANCIAL 4.35% 2/25/50	74432QCE3	80,000	$81.49	0.08%	$65,191.20	$67,904.00	($2,712.80)	$3,480.00	5.34%
:OYAL BANK OF SCOTLA 5.076% 1/27/30	78009PEH0	115,000	$98.97	0.14%	$113,813.20	$115,558.95	($1,745.75)	$5,837.40	5.13%
-MOBILE USA INC 3.875% 4/15/30	TUI3830	100,000	$94.10	0.12%	$94,099.00	$95,942.30	($1,843.30)	$3,875.00	4.12%
AKEDA PHARMACEUTICA 2.05% 3/31/30	874060AX4	110,000	$86.16	0.12%	$94,780.40	$95,775.90	($995.50)	$2,255.00	2.38%
OYOTA MOTOR CREDIT CO 1.8% 2/13/25	89236TGT6	85,000	$99.66	0.11%	$84,709.30	$83,604.30	$1,105.00	$1,530.00	1.81%
SS 4.8 04/01/26 CORP 4.8% 4/01/26	891906AC3	65,000	$99.76	0.08%	$64,846.60	$64,846.60		$3,120.00	4.81%
SY INFL IX N/B 0.5% 1/15/28	9128283R9	172,757	$95.59	0.21%	$165,145.14	$164,886.10	$259.04	$863.78	0.52%
I S ETREASURY NOTE 4.75% 11/15/53	912810TV0	135,000	$98.93	0.17%	$133,554.15	$143,624.81	($10,070.66)	$6,412.50	4.80%

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
S TREASURY INFLATI 0.375% 1/15/27	912828V49	156,808	$96.96	0.19%	$152,037.51	$150,501.70	$1,535.81	$588.03	0.39%
S TREASURY N/B 4.0% 11/15/52	912810TL2	145,000	$87.11	0.16%	$126,310.95	$137,815.82	($11,504.87)	$5,800.00	4.59%
S TREASURY N/B 4.5% 11/15/25	UST4525	215,000	$100.19	0.27%	$215,399.90	$215,488.08	($88.18)	$9,675.00	4.49%
S TREASURY N/B 5.0% 8/31/25	UTN5025	415,000	$100.48	0.52%	$417,004.45	$417,224.81	($220.36)	$20,750.00	4.98%
S TREASURY N/B 3.625% 2/15/53	WTN3553	185,000	$81.25	0.19%	$150,310.65	$165,445.70	($15,135.05)	$6,706.25	4.46%
S TREASURY N/B 3.875% 2/15/43	912810TQ1	285,000	$88.23	0.31%	$251,464.05	$268,673.64	($17,209.59)	$11,043.75	4.39%
S TREASURY N/B 4.625% 2/28/25	UTN4625	90,000	$100.03	0.11%	$90,025.20	$90,077.34	($52.14)	$4,162.50	4.62%
S TREASURY NOTE 3.5% 1/31/28	UST3528	85,000	$97.71	0.10%	$83,051.80	$83,744.53	($692.73)	$2,975.00	3.58%
S TREASURY NOTE 4.0% 7/31/30	91282CHR5	285,000	$97.90	0.35%	$279,020.70	$286,784.57	($7,763.87)	$11,400.00	4.09%
S TREASURY NOTE 4.5% 4/15/27	91282CKJ9	205,000	$100.50	0.26%	$206,029.10	$207,838.09	($1,808.99)	$9,225.00	4.48%
S TREASURY NOTE 4.5% 11/15/33	91282CJJ1	205,000	$99.55	0.25%	$204,071.35	$212,134.57	($8,063.22)	$9,225.00	4.52%
S TREASURY NOTE 3.75% 5/31/30	UST3730	40,000	$96.79	0.05%	$38,715.60	$40,020.31	($1,304.71)	$1,500.00	3.87%
S TREASURY NOTE 3.75% 8/31/31	91282CLJ8	80,000	$95.81	0.10%	$76,646.40	$77,043.17	($396.77)	$3,000.00	3.91%
S TREASURY NOTE 3.875% 8/15/34	UST4134	260,000	$94.55	0.31%	$245,840.40	$257,638.09	($11,797.69)	$10,075.00	4.10%
S TREASURY NOTE 4.125% 8/31/30	UST4130	280,000	$98.46	0.34%	$275,690.80	$283,533.98	($7,843.18)	$11,550.00	4.19%
S TREASURY NOTE 4.375% 5/15/34	91282CKQ3	160,000	$98.46	0.20%	$157,540.80	$165,948.43	($8,407.63)	$7,000.00	4.44%
S TREASURY NOTE 4.375% 8/31/28	WTS4328	120,000	$100.08	0.15%	$120,096.00	$122,781.25	($2,685.25)	$5,250.00	4.37%
S TREASURY NOTE 4.625% 4/30/31	91282CKN0	115,000	$100.85	0.14%	$115,971.75	$120,684.18	($4,712.43)	$5,318.75	4.59%
S TREASURY NOTE 4.625% 5/31/31	91282CKU4	240,000	$100.82	0.30%	$241,970.40	$250,688.28	($8,717.88)	$11,100.00	4.59%
S TREASURY NOTE 4.625% 6/30/25	UST4725	165,000	$100.24	0.21%	$165,397.65	$165,217.57	$180.08	$7,631.25	4.61%
S TREASURY NOTE 4.875% 5/31/26	91282CKS9	205,000	$100.83	0.26%	$206,697.40	$207,934.39	($1,236.99)	$9,993.75	4.83%
S TREASURY NOTE 3.125% 11/15/28	9128285M8	40,000	$95.69	0.05%	$38,275.60	$38,921.87	($646.27)	$1,250.00	3.27%
S TREASURY NOTES 4.625% 2/28/26	91282CKB6	120,000	$100.41	0.15%	$120,486.00	$120,773.44	($287.44)	$5,550.00	4.61%
BS GROUP AG 3.75% 3/26/25	902613AX6	100,000	$99.70	0.12%	$99,701.00	$99,123.00	$578.00	$3,750.00	3.76%
NITED STATES TREAS 4.75% 7/31/25	UST4825	250,000	$100.28	0.31%	$250,687.50	$250,798.83	($111.33)	$11,875.00	4.74%
NITED STATES TREAS 3.625% 3/31/30	91282CGS4	110,000	$96.38	0.13%	$106,012.50	$108,951.56	($2,939.06)	$3,987.50	3.76%
NITED STATES TREAS 3.625% 5/15/53	UST3653	275,000	$81.29	0.28%	$223,547.50	$247,134.57	($23,587.07)	$9,968.75	4.46%
NITED STATES TREAS 4.125% 8/15/53	UST4153	395,000	$89.06	0.44%	$351,802.80	$388,973.43	($37,170.63)	$16,293.75	4.63%
NITED STATES TREAS 4.375% 8/15/43	UST4343	25,000	$94.09	0.03%	$23,523.00	$25,211.91	($1,688.91)	$1,093.75	4.65%
NITED STATES TREAS 4.875% 10/31/28	91282CJF9	115,000	$101.80	0.15%	$117,067.70	$119,831.44	($2,763.74)	$5,606.25	4.79%
NITED STATES TREASURY 5.0% 10/31/25	91282CJE2	125,000	$100.58	0.16%	$125,721.25	$126,070.71	($349.46)	$6,250.00	4.97%
NITEDHEALTH GROUP IN 4.95% 1/15/32	91324PFH0	75,000	$98.87	0.09%	$74,154.00	$76,008.95	($1,854.95)	$3,712.50	5.01%
S TREAS NOTE 4.125% 3/31/31	UTN4131	65,000	$98.16	0.08%	$63,805.30	$66,246.49	($2,441.19)	$2,681.25	4.20%
S TREASURY N/B 3.0% 8/15/52	UTN3052	335,000	$71.75	0.30%	$240,352.45	$264,877.35	($24,524.90)	$10,050.00	4.18%
S TREASURY N/B 4.25% 1/31/26	91282CJV4	275,000	$100.00	0.34%	$275,005.50	$274,928.52	$76.98	$11,687.50	4.25%
S TREASURY N/B 3.375% 5/15/33	91282CHC8	25,000	$91.90	0.03%	$22,974.50	$23,118.17	($143.67)	$843.75	3.67%

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
IS TREASURY N/B 3.875% 11/30/27	91282CFZ9	210,000	$98.87	0.26%	$207,629.10	$209,950.78	($2,321.68)	$8,137.50	3.92%
IS TREASURY N/B 4.875% 10/31/30	UTN4830	170,000	$102.21	0.22%	$173,751.90	$180,053.12	($6,301.22)	$8,287.50	4.77%
otal Taxable Fixed Income-Individual Security				**16.78%**	**$13,505,624.66**	**$13,911,397.69**	**($405,794.56)**	**$575,392.36**	**4.26%**
igh Yield-Pooled Vehicle									
.RISTOTLE FLOATING RATE INCOME FUND	PLFRX	210,763	$9.49	2.49%	$2,000,143.85	$1,983,401.56	$16,742.29	$172,404.39	8.62%
IOTCHKIS & WILEY HIGH YLD-I	HWHIX	78,624	$10.58	1.03%	$831,842.65	$810,462.48	$21,380.17	$51,813.26	6.23%
otal High Yield-Pooled Vehicle				**3.52%**	**$2,831,986.50**	**$2,793,864.04**	**$38,122.46**	**$224,217.65**	**7.92%**
merging Mkts - Fixed Income-Pooled Vehicle									
CW EMERGING MARKETS INCOME FUND-I	TGEIX	187,283	$6.46	1.50%	$1,209,845.06	$1,353,141.59	($143,296.53)	$80,531.48	6.66%
otal Emerging Mkts - Fixed Income-Pooled ehicle				**1.50%**	**$1,209,845.06**	**$1,353,141.59**	**($143,296.53)**	**$80,531.48**	**6.66%**
otal Fixed Income				**25.61%**	**$20,607,073.72**	**$21,609,449.97**	**($1,002,397.78)**	**$993,622.05**	**4.82%**
LTERNATIVE INVESTMENTS									
rivate Equity-Private Equity									
.RES PC SOLUTIONS II ACCESS FUND, LP	9DDW00660	0	$38,674,206.89	0.49%	$394,476.91	$353,700.74	$28,018.39		0.00%
ORTRESS LENDING FUND III, LP	9DEU00812	371	$1,981.81	0.91%	$735,188.09	$819,621.38	($84,433.29)		0.00%
UGIO FUND XI PE, LP	9WB000702	0	$161,336,789.43	2.47%	$1,984,442.51	$1,500,000.00	$484,442.51		0.00%
UGIO FUND XI VC, LP	9WB000728	0	$163,745,406.78	2.40%	$1,932,195.80	$1,800,000.00	$132,195.80		0.00%
UGIO FUND XII PE, LP	9EEA00053	0	$124,189,465.79	1.17%	$943,839.94	$887,745.52	$56,094.42		0.00%
UGIO FUND XII VC, LP	9EEA00046	0	$126,084,957.89	1.19%	$958,245.68	$900,000.00	$58,245.68		0.00%
UGIO FUND XIII PE, LP	9DK000423	0	$18,852,550.00	0.25%	$199,837.03	$200,000.00	($162.97)		0.00%
UGIO FUND XIII VC, LP	9DK000431	0	$19,085,550.48	0.25%	$200,398.28	$200,000.00	$398.28		0.00%
IAB-ARES PC SOLUTIONS II ACCESS	9DDW00678	-134,056		0.00%					0.00%
IAB-FUGIO FUND XI PE	9WB000710	-500,000		0.00%					0.00%
IAB-FUGIO FUND XI VC	9WB000694	-200,000		0.00%					0.00%
IAB-FUGIO FUND XII PE	9EEA00020	-1,100,000		0.00%					0.00%

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
IAB-FUGIO FUND XII VC	9EEA00061	1,100,000		0.00%					0.00%
IAB-FUGIO FUND XIII PE	9DK000449	1,800,000		0.00%					0.00%
IAB-FUGIO FUND XIII VC	9DK000415	1,800,000		0.00%					0.00%
otal Private Equity-Private Equity				**9.13%**	**$7,348,624.24**	**$6,661,067.64**	**$674,798.82**		**0.00%**
:eal Assets-Equity REITs									
PDR DJ GLOBAL REAL ESTATE E	RWO	13,420	$42.89	0.72%	$575,583.80	$557,015.59	$18,568.21	$21,163.34	3.68%
otal Real Assets-Equity REITs				**0.72%**	**$575,583.80**	**$557,015.59**	**$18,568.21**	**$21,163.34**	**3.68%**
otal Alternative Investments				**9.85%**	**$7,924,208.04**	**$7,218,083.23**	**$693,367.03**	**$21,163.34**	**0.27%**
IABILITIES									
iabilities-Liabilities									
IAB-FORTRESS LENDING FUND III	9DEU00820	-98,290		0.00%					0.00%
otal Liabilities-Liabilities				**0.00%**					**0.00%**
otal Liabilities				**0.00%**					**0.00%**
otal Assets				**100%**	**$80,474,950.33**	**$62,224,313.44**	**$18,237,857.58**	**$1,847,066.26**	**2.30%**

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
:ASH									
:ash and Cash Equivalents-Other Cash quivalents									
:RA4 (BNY MELLON, N.A., MEMBER FDIC)	CRA4	259,421	$1.00	3.12%	$259,421.25	$259,421.25		$389.13	0.15%
otal Cash and Cash Equivalents-Other Cash quivalents				**3.12%**	**$259,421.25**	**$259,421.25**		**$389.13**	**0.15%**
otal Cash				**3.12%**	**$259,421.25**	**$259,421.25**		**$389.13**	**0.15%**
LTERNATIVE INVESTMENTS									
rivate Equity-Private Equity									
I INDIA INFRASTRUCTURE FUND D	9BBB00936	1	$31,384.00	0.38%	$31,384.00	$1,358,152.00	($1,326,768.00)		0.00%
XIOM ASIA PC FUND II, LP	9BBB00985	1	$1,384,500.00	16.67%	$1,384,500.00	$3,370,576.00	($1,986,076.00)		0.00%
ROOKFIELD STRATEGIC RE PTRS II, LP	9BBB00944	1	$1,069,991.00	12.88%	$1,069,991.00	$1,704,701.03	($634,710.03)		0.00%
T CAPITAL CHINA GROWTH FUND, LP	9CCC00071	1	$860,997.00	10.36%	$860,997.00	$1,440,822.00	($579,825.00)		0.00%
EI HOSPITALITY FUND III, LP	9CCC00089	1	$280,401.00	3.38%	$280,401.00	$437,295.07	($156,894.07)		0.00%
C FLOWERS III, LP	9CCC00030	1	$562,535.00	6.77%	$562,535.00	$1,989,943.00	($1,427,408.00)		0.00%
-BLK REAL ASSETS II, LP	9CCC00063	1	$2,179,031.00	26.23%	$2,179,031.00	$1,513,971.00	$665,060.00		0.00%
HOR URBAN PROP. FUND II LT	9CCC00048	1	$15,592.00	0.19%	$15,592.00	$297,636.00	($282,044.00)		0.00%
ENTURE INVESTMENT ASSOC. VI, LP	9CCC00055	1	$1,593,251.00	19.18%	$1,593,251.00	$2,366,999.79	($773,748.79)		0.00%
VEXFORD PARTNERS II, LP	9CCC00105	1	$70,311.00	0.85%	$70,311.00	$241,204.00	($170,893.00)		0.00%
otal Private Equity-Private Equity				**96.88%**	**$8,047,993.00**	**$14,721,299.89**	**($6,673,306.89)**		**0.00%**
otal Alternative Investments				**96.88%**	**$8,047,993.00**	**$14,721,299.89**	**($6,673,306.89)**		**0.00%**
IABILITIES									
iabilities-Liabilities									
IAB-3I INDIA INFRASTRUCTURE FUND D	9CCC00022	-1,271,000		0.00%					0.00%
IAB-AXIOM ASIA PC FUND II	9CCC00121	-500,000		0.00%					0.00%
IAB-BROOKFIELD SRE PARTNERS II	9AAA00949	-137,694		0.00%		$42,454.00	($42,454.00)		0.00%
IAB-HEI HOSPITALITY FUND III	9CCC00113	-492,075		0.00%					0.00%
IAB-JC FLOWERS III	9CCC00006	-586,905		0.00%					0.00%
IAB-Q-BLK REAL ASSETS II	9CCC00014	-1,750,476		0.00%					0.00%
IAB-THOR URBAN PROP FUND II	9BBB00993	-148,555		0.00%					0.00%

Portfolio Holdings:

ECURITY NAME	SYMBOL	SHARES	PRICE	% OF PORTFOLIO	MARKET VALUE	COST	UNREALIZED GAIN/LOSS	ESTIMATED INCOME	YIEL
IAB-VENTURE INVESTMENT ASSOC VI	9BBB00977	-160,000		0.00%					0.00%
otal Liabilities-Liabilities				**0.00%**		**$42,454.00**	**($42,454.00)**		**0.00%**
otal Liabilities				**0.00%**		**$42,454.00**	**($42,454.00)**		**0.00%**
otal Assets				**100%**	**$8,307,414.25**	**$15,023,175.14**	**($6,715,760.89)**	**$389.13**	**0.00%**

Appendix 5
Sample Marketing Commentary

BNY | INVESTMENTS



HOLDING ALTITUDE

Strategic Perspectives for Volatile Times

Eric Hundahl
Head of the BNY Investment Institute

Sebastian Vismara
Head of Economic Research, the BNY Investment Institute

Navigating today's uncertain investing environment requires an understanding of the forces driving markets. This first report in our three-part series explores the macroeconomic landscape and central bank backdrop, setting the stage for actionable insights across fixed income and equity markets in the second and third reports.

AT A GLANCE

- U.S. trade policy appears structurally tilted toward higher and more persistent trade restrictions.
- Our base case is for U.S. growth to slow down materially from 2024 levels, but not contract.
- Ultimately, the path the global economy takes will depend heavily on policy choices.
- Market shifts support a more global approach to capital allocation while real assets and real return strategies can serve as important tools for diversification.

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THE MACRO VIEW

Anyone who has flown has likely been unsettled by a jolt of turbulence—an abrupt disturbance that creates a sense of unease despite confidence in the aircraft's ability to withstand it. Similarly, the U.S. economy, which had been cruising steadily, has been shaken awake. Trade tensions and shifting policies have created an unexpected pocket of turbulence, making investors grip their armrests a little tighter.

We believe these shifts support a more global approach to capital allocation, in both fixed income and equities. Additionally, seeking exposure beyond traditional U.S.-centric portfolios may be a consideration.

Although we think markets have become more uncertain, it's important to evaluate what has—and hasn't—fundamentally changed in the economic environment.

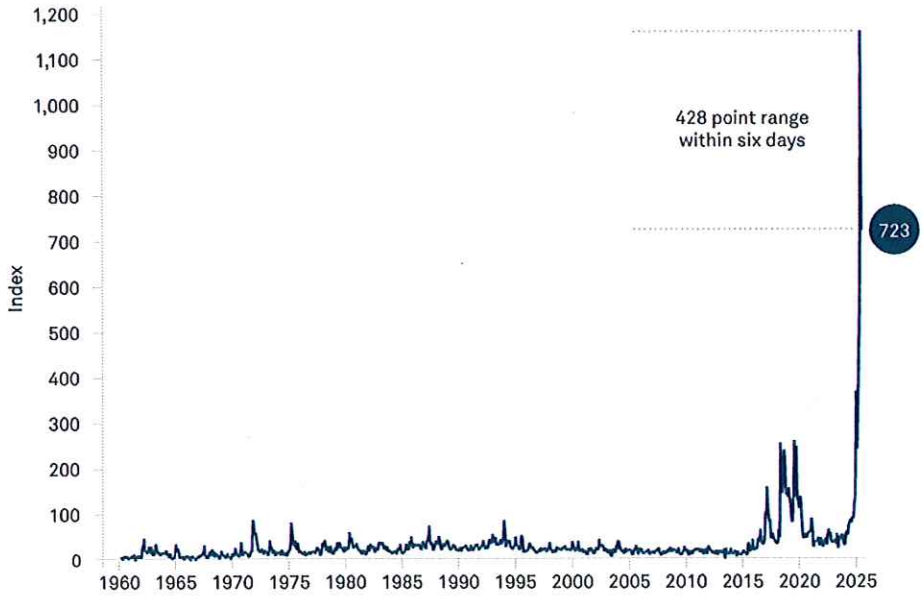
OUTLOOK & SCENARIOS

> "While the tariff situation continues to change rapidly... the direction of U.S. trade policy is tilted toward higher and more persistent trade restrictions."

Coming into 2025, the U.S. economy and markets were on solid ground. Strong labor markets, easing inflation, and a stock market boom were fueling consumer spending. Business sentiment reached recent-year highs, driven by optimism for potential changes in tax and regulatory policies. Outside of the U.S., forward-looking indicators of manufacturing were also positive, including in Europe and China, where growth had been disappointing for the past two years.

Then came the tariff shock: swift, large and unexpected. The effective tariff rate on U.S. imports rose from below 3% at the start of the year to a peak of around 30% in April.[1] The equity market dropped, U.S. Treasury yields rose, and the dollar depreciated.

U.S. TRADE POLICY UNCERTAINTY

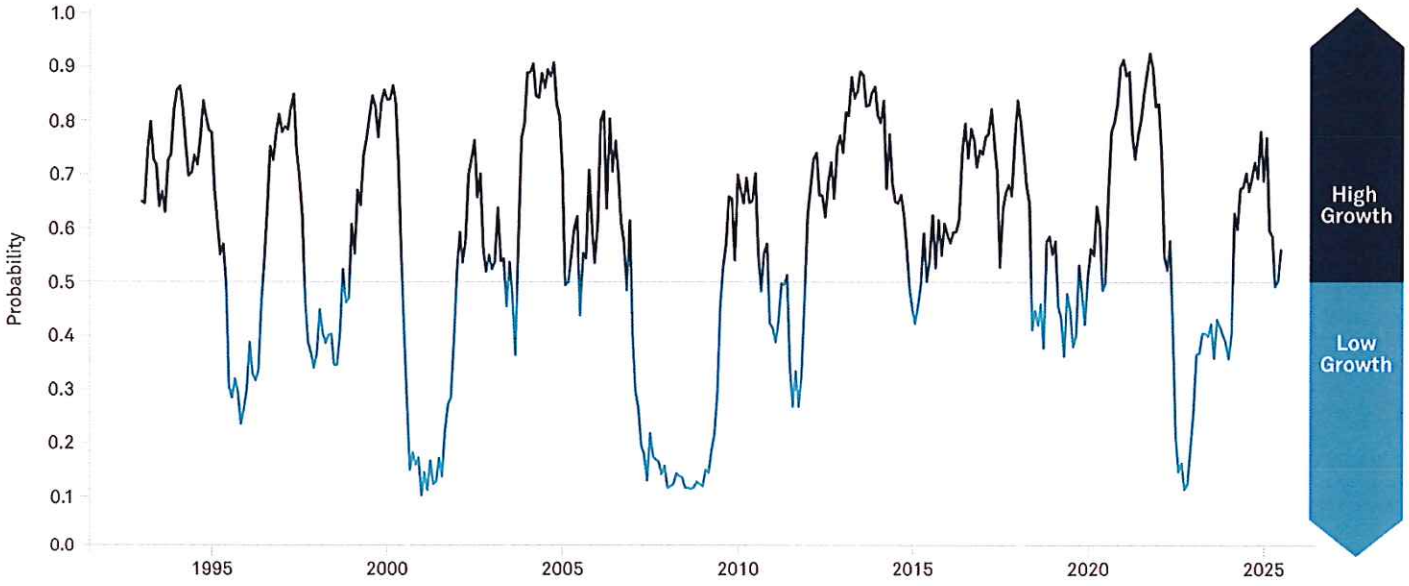


The Trade Policy Uncertainty Index captures the degree of uncertainty around U.S. trade policy. The higher the reading, the more uncertainty there is. Source: Macrobond, BNY Advisors. Data as of June 4, 2025. Chart for illustrative purposes only.

But just as quickly the narrative changed again. 'Reciprocal' tariffs were suspended for most countries for 90 days to allow time for trade negotiations. After negotiations between the U.S. and China, tariffs on Chinese imports were slashed from 145% or so, to about 40%.[2]

While the tariff situation continues to change rapidly – including pauses and ongoing litigation – we believe that the direction of U.S. trade policy is structurally tilted toward higher and more persistent trade restrictions, and will continue to weigh on the economic outlook.

GROWTH REGIME INDICATOR



The Growth Regime Indicator is a BNY Institute proprietary measure capturing the probability of a high growth regime in the U.S. based on several leading macro and market indicators. Source: BNY Investment Institute with Bloomberg data. Data as of May 2025. Chart for illustrative purposes only.

Our base case is for U.S. growth to slow down materially from 2024 levels, but not contract. Core inflation is expected to pick up above 3%. A reduction in the extremely high U.S.-China tariffs mitigates the risk of a decoupling of U.S.-China trade and the associated supply chain disruptions. This, combined with the rebound in sentiment seen in Q2, alleviates a significant downside risk to the global outlook. However, it does not eliminate the risk entirely. While a recession remains unlikely, risks to growth are still tilted to the downside, and risks to inflation remain skewed to the upside above 3.5%.[3]

There remains, however, an optimistic case. One where focus of the U.S. administration remains on de-escalation of trade policy and lowering uncertainty. In this scenario, underlying global strength and front-loaded demand could support global growth in the near term. Tariffs could come down further as more trade deals are announced. Changes in U.S. tax and regulation may gain center stage, shaping private sector expectations and influencing behavior. In this scenario, greater policy stimulus from the rest of the world kicks in.

EYES ON THE DATA

Ultimately, the path the global economy takes will depend heavily on policy choices regarding tariffs, retaliatory measures, and broader economic policy. How growth-friendly these decisions prove to be, alongside timely indicators of activity, will be critical in determining which of the potential scenarios materializes.

Hard data—especially on consumer spending, capital expenditures (capex), and labor markets—will be essential for validating or challenging the early signals already emerging in the surveys.

In the U.S., we expect consumer spending to slow as rising tariffs feed through to higher prices, eroding disposable income. Core retail sales—a historically reliable real-time indicator—will be a key metric to watch.

Global capex is also likely to come under pressure from heightened uncertainty in the second half of the year. Capital goods orders, alongside manufacturing production, will be important indicators to monitor.

In the labor market, initial jobless claims are usually the earliest hard indicator to respond to slowdowns, while the unemployment rate and job-finding probability tend to weaken more noticeably later into a slowdown (becoming more reliable measures of underlying trends).

POSITIONING FOR VOLATILITY

As the U.S. government encourages a rebalancing of the global economy, other countries are increasingly stimulating domestic demand. As a result, the growth gap between the U.S. and other developed markets—particularly in Europe—is expected to narrow over the coming years.

This environment favors a more global lens for portfolio construction, across both bonds and equities. Meanwhile, thematic differences also reinforce the benefits of diversification: while the U.S. is leading in areas like AI and energy innovation, Europe is gaining momentum in sectors such as defense and infrastructure. At the same time, structural shifts—ranging from declining trade openness and demographic pressures to geopolitical realignments, climate challenges and the disruptive potential of AI—are contributing to a more volatile inflation and growth environment. In this context, real assets and real return strategies can serve as important tools for diversification beyond traditional stock-bond allocations, in our view, helping portfolios remain resilient through shifting macro regimes.

INTERRUPTED FLIGHT PLANS FOR THE FEDERAL RESERVE

Vincent Reinhart
Chief Economist & Macro Strategist,
BNY Investments Dreyfus

Tariff turbulence has interrupted the flight plan of the main discretionary stabilizer of the U.S. economy, the Federal Reserve (Fed). The Fed was following a path of occasional and small reductions in the nominal policy rate as inflation fell sustainably toward its 2% goal. Such planned cuts would keep the real, or inflation-adjusted, policy rate in appropriate alignment with aggregate demand to foster economic growth around trend. Ratcheting higher tariffs, however, presents a supply shock pushing inflation and employment away from the Fed's goals, testing the mettle of the pilot.

The Fed describes itself as in "no hurry" to alter the stance of policy, preferring to wait until tariffs are set in place rather than brandished about as a negotiating tool. A sizable but contained increase in duties as in the baseline should pass through to only temporarily higher inflation that would not necessarily dislodge inflation expectations. If so, the Fed could revert to plan, trimming the policy rate by one-quarter percentage point once or twice later in the year.

While the Fed plans to be patient, plans last only as long as events allow. A settling of trade policy closer to prior norms would pose less of a supply shock and put the Fed back onto its flight plan. Should, instead, trade talks remain heated and uncertainty weigh heavily enough on spending to tip the economy into recession, the Fed will likely step up the size of its rate cuts.

In all of the above listed scenarios, the Fed is not the first mover.
The Administration has to put trade policy into practice before the Fed puts monetary policy into motion. We think of Fed chair Jay Powell as a trapeze artist who will not leave the platform until he's sure that his partner has left the platform. Trade policy hasn't left the platform, and by not being in a hurry, the Fed ensures that it will not be left alone mid-air.

A reactive Fed planning on limited policy accommodation curbs its support of spending in the baseline and slows it from responding immediately to good news on trade policy in the alternative. This raises the odds that a bad outcome on trade becomes worse, adding to the recession risks. But, to avoid being wrong-footed by feints on trade policy from the Administration, Fed officials will tolerate restrictive financial conditions in the better scenarios and opt to wait until events drive the worse one. We believe that a slow response could draw the ire of the White House as Chair Powell's term draws to a close. So expect drama surrounding the Fed succession in the latter part of the year.

See more research from the BNY Investment Institute on our Insights page.

www.bny.com/investments

ABOUT OUR EXPERTS

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Sebastian Vismara is Head of Economic Research at the BNY Investment Institute, where he leads analysis on the global economy, financial markets, and their investment implications.

[1]BNY Investment Institute, Macrobond, June 1, 2025.
[2]Bloomberg, May 12, 2025.
[3]BNY Investment Institute.

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Appendix 6
Capital Market Assumptions

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CAPITAL MARKET ASSUMPTIONS
DURABLE BY DESIGN

2026

Intense shifts in geopolitics, technology, and macroeconomic policy are compressing global capital markets. Effectively navigating these changing dynamics requires a long-term lens and a durable framework.

Our 10-year capital market assumptions (CMAs) are the building blocks for the development of an investor's strategic asset allocation (SAA), a key tool for long-term investors. These assumptions reflect a 10-year investment horizon and are a collaborative effort across macroeconomists, portfolio managers, quantitative and fundamental researchers, and client-facing investment professionals.

Flexibility, durability, and diversification matter more than ever.

We assess how today's markets are adapting to persistent structural pressures — most notably sovereign debt burdens, evolving currency dynamics, rapid advances in artificial intelligence (AI), and the continued expansion of private capital. Together, these forces are shaping a landscape where flexibility, durability, and diversification matter more than ever.

KEY TAKEAWAYS ACROSS ASSET CLASSES

Looking at 2026, we see growth reaccelerating, supported by global fiscal and monetary policies. We believe policy direction is diverging, reflecting varying growth dynamics, inflation pressures, and policy priorities. This could create avenues for returns but potentially make it harder to spot the opportunities — a scenario in which careful selection becomes vital. Reflecting these dynamics, our annual assessment of 10-year return expectations resulted in some notable shifts from last year.

Equities

Equities saw one of the most meaningful upgrades in our 10-year CMAs. Despite a challenging macro backdrop marked by tariff shocks and softer labor markets, global stocks proved resilient, supported by solid earnings and expectations for policy flexibility. Our return outlook has improved most notably for international markets, with developed ex-U.S. equities and emerging market equities now expected to deliver 7.8% and 8.1%, respectively. AI-driven productivity gains and a more favorable global outlook as the U.S. dollar weakens should support both markets.

Fixed Income

Our fixed income outlook reflects modest changes. Yields remain higher than in recent years, supporting moderate long-term expectations of 4.3% for U.S. aggregate bonds and 3.8% for municipal issues. However, elevated government debt in developed markets and changing demand for long-duration bonds suggest a higher term premium and potential volatility ahead.

Alternatives

Private equity return expectations rose sharply to 10.5% per year, driven by a robust illiquidity premium and the expanding role of private capital in funding innovation and infrastructure. Additionally, more companies are choosing to remain private for longer, allowing more growth to occur before reaching public markets.

2026 vs. 2025 Capital Market Assumptions

Asset Class		2026 Expected Return	2026 Standard Deviation	2025 Expected Return	2025 Standard Deviation
EQUITY	U.S. Equity	7.6%	15.9%	7.5%	16.2%
	Developed Ex-U.S.	7.8%	15.9%	6.7%	16.3%
	Emerging Markets	8.1%	17.6%	7.7%	18.7%
FIXED INCOME	U.S. Aggregate	4.3%	5.2%	4.8%	5.4%
	U.S. Municipal	3.8%	5.3%	3.6%	5.3%
	U.S. High Yield	6.1%	7.9%	6.0%	8.4%
	EM Sovereign USD	5.8%	9.1%	6.3%	9.5%
ALTERNATIVES	Commodities	2.3%	14.3%	2.2%	15.0%
	Hedge Funds	5.8%	6.1%	5.3%	6.3%
	Private Equity	10.5%	21.4%	9.7%	20.1%

Source: BNY Investments. Data as of December 31, 2025.

STRUCTURAL THEMES SHAPING THE DECADE AHEAD

When forming long-term expectations, it's essential to look beyond cyclical fluctuations and focus on the structural forces shaping trend growth, inflation, and interest rates. We see the following themes as particularly meaningful. As noted earlier, these themes are incorporated into our assumptions, and we provide a detailed exploration in our full report.

Sovereign Debt

Developed Markets Feel the Weight

Developed markets face fiscal strain as higher borrowing costs meet persistent deficits and rising issuance.

Prepare for steeper yield curves and bond market volatility. Stay active in duration and across global sovereign markets.

The U.S. Dollar

From Privilege to Pressure

Shifting trade policies, rising FX hedging activity, and narrowing global growth differentials are eroding structural support for the U.S. dollar.

Reassess global currency exposure, hedge ratios, and the diversification role of non-U.S. assets as capital flows broaden.

AI Adoption

The Macro Shock of the Decade

The impact of AI on productivity and competitive dynamics will become more visible. We expect the market to increasingly focus on who can capture value from AI.

Look toward firms and sectors that can both retain productivity gains and convert lower costs into sustained demand and earnings growth.

Private Markets

Engine of Value Creation

Private markets are at the center of an AI-driven capital expenditure boom, facilitating AI adoption and creating significant opportunities for investors.

Look beyond traditional public markets to access the full growth opportunity set and be mindful of increasing market concentration in public equities.

ENDURANCE UNDER PRESSURE

Taken together, our CMAs continue to emphasize discipline, diversification, and a long-term perspective. While cyclical uncertainty persists, structural shifts are creating opportunities for investors who remain patient and deliberate in their portfolio construction.

A thoughtful blend across equities, fixed income, alternatives, and currencies — informed by a strategic asset allocation and long-term CMAs — provides a framework to navigate markets that may remain under pressure, yet capable of durable long-term returns.

Explore our assumptions and an in-depth look at structural themes in the full report:

Endurance Under Pressure:
Capital Market Assumptions 2026

Glossary

Standard Deviation: A quantity expressing by how much the members of a group differ from the mean value for the group.

Yield Curve: The measure of the yield that investors can expect to receive with respect to the interest rates against the amount they lend to an entity. While plotting on the graph, the X-axis reflects the term to maturity, and the Y-axis depicts the expected yield.

Hedge Ratio: A financial metric showing the proportion of an investment's risk covered by a hedging instrument.

Disclosure

CAPITAL MARKET ASSUMPTIONS

The capital market assumptions are BNY Advisors' estimates based upon historical market performance and the current market environment. References to future expected returns are not promises of actual returns that may be realized and should not be relied upon. Actual returns may vary significantly. In addition, the historical returns used as a basis for this analysis are based on information gathered by BNY or from third-party sources and have not been independently verified.

The forecasts contained herein are for illustrative purposes only and are not guarantees of performance. The forecasts have inherent limitations because they are not based on actual transactions. The forecasts are based upon historical returns of the selected investments and subjective estimates and assumptions about circumstances and events that may not have taken place and may never do so.

Some of the factors that could impact these forecasts include, but are not limited to:

- General economic conditions
- Financial market performance
- Interest rate levels
- Changes to current laws or regulations, and
- Future geopolitical conditions

Asset class returns are not reflective of anticipated returns for associated indexes.

The results do not represent, and are not necessarily indicative of, the results that may be achieved in the future.

Robust Strategic Asset Allocation (RSAA) is a framework for classifying the market environment with a combination of macroeconomic and market indicators with judgment. BNY Advisors has defined historical regimes for the period starting in May 1973.

The asset classes referenced in our capital market assumptions are represented by broad-based indices which have been selected because they are well known and are easily recognizable by investors. Indices have limitations because indices have volatility and other material characteristics that may differ from an actual portfolio. For example, investments made for a portfolio may differ significantly in terms of security holdings, industry weightings and asset allocation from those of the index. Also, the indices noted in this presentation are unmanaged, are not available for direct investment, and are not subject to management fees, transaction costs or other types of expenses that a portfolio may incur. Finally, the performance of the indices reflects reinvestment of dividends and, where applicable, capital gain distributions. Therefore, investors should carefully consider these limitations and differences when evaluating the index performance.

The indices may be trademarks of various organizations and in those cases have been licensed for use by BNY and are used solely herein for comparative purposes. The foregoing index licensers are not affiliated with BNY, do not endorse, sponsor, sell or promote the investment strategies mentioned in this presentation and they make no representation regarding advisability of investing in the strategies described herein. Description of the indices are available upon request.

RISKS

All investments involve risk including loss of principal. Certain investments involve greater or unique risks that should be considered along with the objectives, fees, and expenses before investing.

Asset allocation and diversification cannot assure a profit or protect against loss.

Equities are subject to market, market sector, market liquidity, issuer, and investment style risks to varying degrees. Investing in foreign denominated and/or domiciled securities involves special risks, including changes in currency exchange rates, political, economic, and social instability, limited company information, differing auditing and legal standards, and less market liquidity. These risks generally are greater with emerging market countries. Risks of investing in real estate securities are similar to those associated with direct investments in real estate, including falling property values due to increasing vacancies or declining rents resulting from economic, legal, political or technological developments, lack of liquidity, limited diversification and sensitivity to certain economic factors such as interest rate changes and market recessions.

Currencies are subject to the risk that those currencies will decline in value relative to a local currency, or, in the case of hedged positions, that the local currency will decline relative to the currency being hedged. Each of these risks could increase the fund's volatility.

Bonds are subject to interest-rate, credit, liquidity, call and market risks, to varying degrees. Generally, all other factors being equal, bond prices are inversely related to interest-rate changes and rate increases can cause price declines. The use of derivatives involves risks different from, or possibly greater than, the risks associated with investing directly in the underlying assets.

Investing in **foreign-denominated and/or domiciled securities** involves special risks, including changes in currency exchange rates, political, economic, and social instability, limited company information, differing auditing and legal standards, and less market liquidity. These risks generally are greater with Emerging Markets.

High yield bonds involve increased credit and liquidity risk than higher-rated bonds and are considered speculative in terms of the issuer's ability to pay interest and repay principal on a timely basis.

Asset class comparisons such as comparing equities to bonds have limitations because different asset classes may have characteristics that materially differ from each other. Because of these differences, comparisons should not be relied upon solely as a measure when evaluating an investment for any particular portfolio. Comparisons are provided for illustrative purposes only. Although stocks have greater potential for growth than bonds, they also have much higher levels of risk. With stocks, the prices can rise and fall for a variety of reasons, including factors outside of the company's control. Bonds may be considered relatively safer. Because they're a debt security, they function as an IOU. The company pays interest to the bondholder, and once the bond matures, the bondholder receives the principal back. Bonds aren't completely risk-free; there is the possibility of the issuer defaulting on its bonds, and if sold prior to maturity the market value may be higher or lower than the purchase value. But compared to stocks, historically there's been less volatility.

Important Information

The information contained herein reflects general views and is provided for informational purposes only. This material is not intended as investment advice nor is it a recommendation to adopt any investment strategy.

Opinions and views expressed are subject to change without notice.

Past performance is no guarantee of future results.

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MARK-857763-2025-12-29 | GU-776 – 31 December 2026

Appendix 7
Fee Schedule

Schedule Endowments & Foundations

VIEW

lio advisor, BNY Wealth will perform activities required in the management of portfolio assets, including asset allocation; manager selection and oversight; mplementation and rebalancing; custody; performance reporting; risk management; and client service.

ORY FEE

services provided by BNY Wealth include, but are not limited to: a dedicated team responsible for portfolio transition, personalized planning and day-to-d dministration; portfolio and account-level asset allocation analysis; customization of portfolios and corresponding allocations; portfolio monitoring and ng including income and principal allocations; and if appropriate, custody.

ory Fee rate is determined by the total market value of managed assets in the account (including cash and accrued income). BNY Wealth may group mor unt together to determine the managed assets we use to determine your fee rate. If we do so, your fee rate for an account could be lower than if we consic nly that account. The accounts we group together to determine the fee rate for one account might not be the same as the accounts we group together to e another account's fee rate. From time to time, we may change our policies on which accounts we group together.

Advisory Fee	
On the first $25 million	0.40% per annum
On the next $25 million	0.25% per annum
On the next $100 million	0.20% per annum
On the next $250 million	0.15% per annum
On the next $600 million	0.10% per annum
On the balance	0.05% per annum
Minimum fee of	$100,000

Schedule Endowments & Foundations

AGER FEE

n to the Advisory Fee, the Account will also bear the fees and expenses of each investment product held in the account which may include management fe
y managed accounts (SMA's), pooled investment funds and alternative funds. The Manager Fees on these investments are described in the relevant prospe
acement memorandum, fact sheet or similar documents which are available upon request.

Manager Fees are determined by BNY Wealth and generally range from 0.12% to 1.00%. For third-party managed SMAs, BNY Wealth will pay a portion of
ger Fee it receives to the underlying manager. For IRA and ERISA accounts only, neither BNY Wealth nor its affiliates will charge an SMA Manager Fee.

ured Solutions are issued by third parties and are subject to the BNY Equity Manager Fee schedule in addition to bearing the embedded fees and expens
bed in the applicable prospectus, to compensate the issuer for structuring costs.

:ered funds (mutual funds and ETFs) may be sponsored or managed by BNY, its affiliates or by third parties. Except to the extent prohibited by law, the Ac
he pro rata portion of the fund fees and expenses. For IRA and ERISA accounts only, the management fee component of the Fund Fee on affiliated registe
)e credited to the Account.

ative Products such as Private Equity and Hedge Funds, may be sponsored or managed by BNY, its affiliates or third parties. Managers charge fees of up t
erformance fees that generally range between 10 and 25%. Private Equity fund of funds (such as the Fugio funds), have performance fees of 3-4%.

BNY Tax Managed Equity (TME)		BNY Equity		BNY Fixed Income	
On the first $5 million	0.30%	On the first $5 million	0.35%	On the first $5 million	0.25%
On the next $5 million	0.20%	On the next $5 million	0.30%	On the next $5 million	0.20%
On the next $10 million	0.15%	On the next $10 million	0.20%	On the balance	0.12%
On the balance	0.12%	On the balance	0.15%		

Schedule Endowments & Foundations

R FEES

ly only assets in managed accounts are charged 0.15% per annum on the first $5 million, 0.10% on the next $5 million, and 0.05% on the balance.

not held in the account and reported on behalf of the client are charged 0.03% per annum on the balance and excluded from all other fees.

options contracts are used in the management of the account, the account will be charged a fee of $0.12 per option share for trades under 10,000 option s .06 per option share for trades over 10,000 option shares. Third-party brokerage, exchange and related external charges will be passed through to the cli ees will apply.

IARY FEE (IF APPLICABLE)

ving as Trustee of an Irrevocable trust, BNY Wealth charges a fee for performing a Trustee's administrative responsibilities. Such fees are applied on the as ministration. These responsibilities include securing and maintaining custody of trust assets, documenting and reporting on the activities within the trust ac the receipt and allocation of income and principal transactions and the scheduling of accountings, exercising discretionary distribution responsibility in ce with the terms of the governing instrument and applicable state law, and performing tax services for the trust.

ving as a Trustee of a Revocable trust, the Fiduciary Fee may be applied at the discretion of BNY Wealth when additional responsibilities are required.

the first $5 million	0.25% per annum
the next $20 million	0.20% per annum
the balance	0.15% per annum
nimum Fee:	$5,000[1]

tion fee equal to the lesser of 1% of the account's value or $10,000 will be imposed when a trust terminates in whole or in part according to the trust's tern Wealth ceases to serve as Trustee.

to the Fiduciary Fee, a trust will bear the cost of any legal fees and of other outside professionals such as co-fiduciaries, appraisers, and other advisors.

inimum Fiduciary Fee exceed 2.50% of the assets in the account, a fixed 2.50% minimum fee will be applied.

Schedule Endowments & Foundations

.EMENTAL SERVICES AND DISCLOSURES

as a Trustee, BNY can have additional responsibilities dependent on the composition of the assets or the type of trust. The below sets forth some additior
ɔns thereon:

lty Asset Fee

ides management services and reporting capabilities for unique and illiquid assets (e.g., real estate, closely-held businesses, oil, gas & mineral interests) (S
ɛld in Irrevocable or Revocable trusts for which BNY is a Trustee. Services include property assessments, property and mortgage management, reporting a
and analysis of closely-held business interests. A Specialty Asset Fee will be charged when Specialty Assets are held within a trust. The Specialty Asset fee
ɛd by the total market value of specialty assets managed.

ɪ Residential Property	0.20% per annum
ɪ Commercial Property	0.30% per annum
ɪ Closely-Held Business Interests	0.30% per annum

ʳvices

e lifetime of the Insured, annual ILIT Trustee Fees are $2,500 per policy with Crummey notices and $2,000 per policy without Crummey notices per annum
policy is an additional $1,000 per annum.[2]

ɹst termination fee of the lesser of 1% of the account's value or $10,000, will be imposed when, after the death of the Insured, the ILIT terminates in whole ɾ
ɡ to the trust's terms or BNY Wealth ceases to serve as Trustee. Wealth may retain one or more third parties to provide administrative services to the Trust,
ɨ by law, at no additional cost to the Trust.

ɪlly, for life insurance policies held in any trusts other than ILITs for which BNY is Trustee, an annual fee of $2,000 will be charged for the review and manag
ːies.

cy is to be reviewed from an onboarding perspective, a $150 charge will be assessed for the review.

Schedule Endowments & Foundations

mental Fees

ental real estate services will be assessed the following fees in addition to the Advisory and Fiduciary Fees (where applicable):

administration and negotiations are 5% to 10% of base rental income for the term of the lease. When a third-party is engaged, BNY Wealth will charge a or t fee.

ng and oversight of capital improvements fee of 2.5% of overall scope.

onstruction fee of 5% of overall cost of construction expense.

ement of purchase or sale fee of 1-2% of gross sales/purchase/exchange with a $2,000 minimum.

sory notes and mortgage servicing annual fee of $250.

ctual Property – annual servicing fee – $2,500.

l, oil and gas interests fee – non-producing lease charged $250/year. Producing leases – 5% of royalty income if BNY Wealth managed and 1% of royalty ir arty engaged.

TIONAL DISCLOSURE

ulating the Advisory and Manager fees for this relationship, BNY Wealth may aggregate the value of assets in Client's other BNY Wealth accounts that are s ry and/or Manager fees. Accrued income is included in the calculation of Advisory fees.

ENT PRODUCTS ARE: NOT FDIC INSURED • NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, BNY MELLON, N.A. OR ANY OF ITS AFFILIATES TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

May 1, 2025, BNY may make changes to the fees described on this Fee Schedule at any time upon prior written notice. Your continued maintenance of the accour your consent.

:losure

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anagement services are offered through BNY Mellon Investment Management EMEA Limited, BNY Mellon Centre, One Canada Square, London E14 5AL, which is registered in England No. 1118580 and is autho the Financial Conduct Authority. Offshore trust and administration services are through BNY Mellon Trust Company (Cayman) Ltd.

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2026-01-12

Appendix 8
Sample
Portfolio

| WEALTH

6

Proposal for

xas Southern University

ing Achieve Your Mission

oscia
tfolio Manager

aley, CFA
tfolio Manager

ccardi
Institutional Client Strategist

We Serve Our E&F Partners

ovided investment management advisory services to institutional E&F clients for decades. Our experience encompasses a w nt solutions, fiduciary advisory, and risk management services tailored to the needs of nonprofit organizations.

ferentiators:

profit Expertise: Our deep expertise and decades of experience in the sector allow us to bring "best practices" to each organizatic ing us a trusted partner to **over 300 endowments and foundations** seeking robust investment management, custody, and admini abilities.

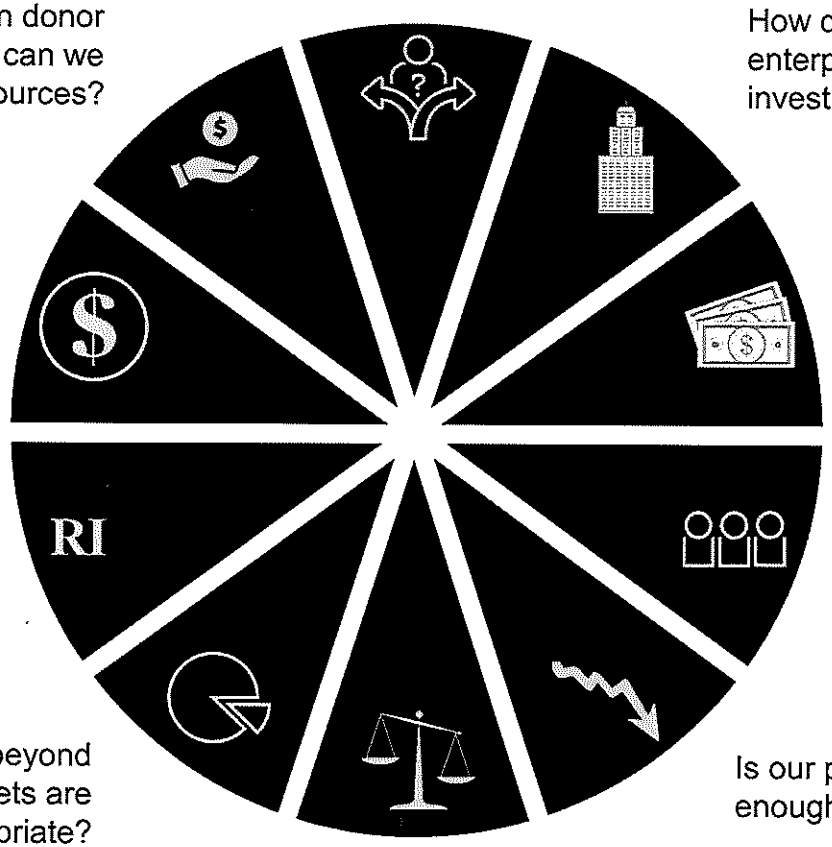
used Delivery: BNY's service model combines the personalized approach of a boutique firm with the extensive resources of a glob er, fostering an environment of personal accountability and client-centric service. We have broad experience working with all types anizations and we adhere to the highest industry standards in all our client relationships.

et Safety: With over two centuries of experience in investment services **and $59.3 trillion in assets under custody/administratio** ds as a global leader in safeguarding financial assets. Our robust financial position is underscored by some of the highest credit rat global banking industry, as affirmed by Moody's and other major credit rating agencies, and in our designation as a financial agent eral governmental programs.

ld Class Capabilities: BNY serves as a comprehensive platform for all financial markets, **touching approximately 20% of the wo stable assets**. BNY delivers a breadth and depth of resources, recognized industry leadership, and financial strength to our clients oldest trust company in the country with a fiduciary commitment to operate in the best interests of clients.

iplined Investment Process: BNY leverages its broad investment resources to construct robust, diversified portfolios that are dyna gned to preserve and enhance our clients' assets. Our approach incorporates a blend of active and passive investment strategies, ported by innovative practices and rigorous discipline honed over years of experience, to deliver consistent results over the long te

We Work With Investment Committees



BN

tment Decision-Making

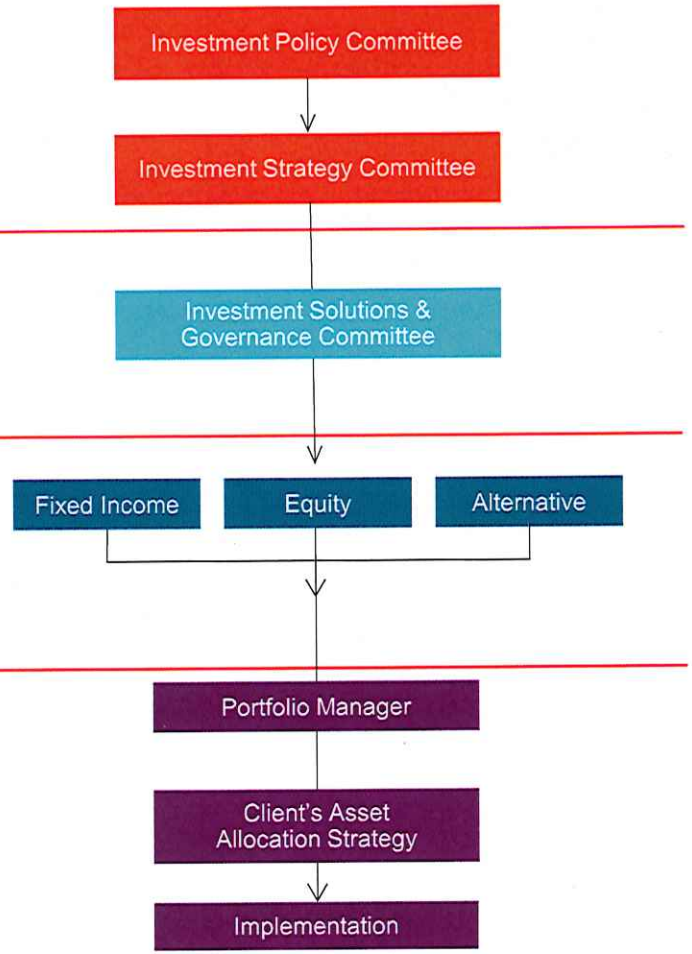
n leverages BNY's global perspectives and strategic thinking in customizing solutions to meet the needs of our clients. Information i and disseminated through centralized committees, which shape and support the investment management process.

ICATION
mix of asset classes designed to deliver successful across a range of goals

IT PLATFORM
ion of active and passive strategies from proprietary and managers that best align with client goals and preferences

IAGEMENT
expertise, discipline and risk management across a set classes, styles and specialties

ED INVESTING
d portfolio based on client goals and preferences



The Investment Strategy Commit responsible for developing and m strategic asset allocation framew defines how assets are weighted asset classes to achieve specific objectives. Regularly the ISC wei and market data and then recom adjustments to current tactical a based on our outlook over the ne months. As part of this process, I evaluates new asset class oppor on anticipated changes in the ma applies insights gained to help id new sources of diversification.

The Investment Solutions and Go Committee (ISGC) oversees all t investment solutions on the bank including review, approval, and r solutions. The ISGC will have ove advisory relationships and other committees/councils. The Altern Investment Strategy Committee alternative investment solutions, review, approval and removal of

BN

d and Contemporary Investment Platform

of our investment platform is comprised of industry-leading third-party investment solutions across all asset classes.

Highly curated solutions

Focus on fee productivity

Multiple vehicles available

GROWTH	INCOME	DIVERSIFIERS
Listed Equity	Listed Bonds	Private Equity / Private Credit
Listed Real Estate	Liquidity	Real Assets
Multi-Strategy	Non-Traditional	Hedge Funds

60,000+
Research Strategies Covered[1]

140+
High Conviction Strategies

580+
Active Strategies Covered

100+
Active Alternative Manager Relationships

850+
Strategies Covered

60+
Responsible Investment Strategies

270+
Passive Strategies Covered

30+
Diverse-owned or Substantially Diverse-owned Managers

'ategies and managers is representative of BNY Advisors as of 9/30/2025

02-11

BN

Perspective on TSU's Current Asset Allocation / Portfolio

g are recommendations for consideration based on our review of your current holdings:

set Allocation: Consider a Larger Alternatives Target. Given TSU's size and nding of your investment objectives, we believe exposure to global equity d income, and alternative assets is appropriate. However, we think the would benefit from an increased allocation to alternatives, sourced by reducing es and long-term fixed income.

fits with more than $25 million in assets, we typically allocate to both liquid and less ions private equity, venture capital, private credit, hedge funds, absolute return, es, real estate investment trusts (REITs) and direct real estate.

fiduciary lens, we only consider alternative investments allowed per SEC guidelines ed entities, under which TSU currently would meet the "qualified purchaser" This would enable us to construct a thoughtful allocation to alternatives with the f providing diversification benefits, incremental yield opportunities, and enhanced ntial - **with full transparency into managers, portfolio holdings, and fee**

native Investments platform has over $7 billion in assets under management and 40+ years of deep relationships to access private markets for BNY Wealth clients. es BNY's $3.5bn private markets platform ("Fugio") only available to BNY Wealth

Class	Current Allocation	Proposed Range	Proposed Target
Equity	59%	40 – 70%	50%
Term Fixed Income	19%	10 – 30%	15%
Term Fixed Income	17%	15 – 35%	15%
atives	5%	5 – 40%	20%

laborate with the Investment Committee to ensure TSU's objectives, risk tolerance, ty needs are consistently reflected in the asset allocation.

2. **Global Equity: Transition to Core-Satellite.** We recommend a "Core-Satell active and passive approach that combines low-cost ETFs ("core") and carefu party managers ("satellites") to minimize fees and maximize potential returns classes.

   - Active management has historically provided strong downside protection dur market stress, while passive solutions offer solid upside capture during perioc market returns.
   - We adjust the relative weights between core and satellite exposures based or market efficiency in each asset class. More efficient markets, such as U.S. Larg higher core exposure. In less efficient markets, like U.S. Small Cap or Internati increase our exposure (at the margin) to active managers with a demonstratec expertise to take advantage of market inefficiencies.
     - **Our proposed global equity portfolio utilizes 56% passive and 44 solutions, which significantly reduces costs (and tracking error).**

3. **Fixed Income: Reduce Exposure, Maintain Quality.** We are aligned in tha management, rooted in fundamental research, can lead to excess returns ve benchmark. However, we think reducing exposure (at the margin) in both th short-term portfolio, while maintaining a high-quality bias and seeking attrac opportunities, would fit well within the investment objectives.

   - We would provide TSU with direct access to institutional-quality, actively mani income strategies through BNY affiliate, Insight Investment, is a specialist fixec manager **overseeing $850bn in custom portfolios for institutional clients**, public entity clients, endowments, and foundations across the country.
     - We would provide TSU with distinct long-term and short-term portfoli various liquidity needs of the endowment. Within the short-term portf employ a tiered to meet the various liquidity needs while generating a reliable income stream.

atellite: Striking a Balance Between Active and Passive Investing

a hybrid active and passive investment approach that combines low-cost ETFs ("core") and carefully-vetted third party managers ("satellites") mize potential returns across asset classes.

U.S. Large Cap:

- High analyst coverage
- Highly liquid
- Less variability in returns
- Lowest level of information friction

U.S. Small / Mid Cap:

- Less analyst coverage
- Relatively liquid (more thinly traded)
- More variability in returns
- Moderate level of information friction

International & Emerging Markets:

- Low analyst coverage
- Less liquid (use of ADRs, etc.)
- More variability in returns
- High level of information friction (location-based + economic dynamics)



Why?

- Difficult to consistently outperform the index in U.S. Large Cap
  - Over the last five years, only 23% of active U.S. Large Cap managers have outperformed their respective benchmarks → this drops to 10% over the las years.
  - For context, U.S. Small/Mid and Non-U.S., the average increases to 40%+ ov five years; International markets also better.

- Active funds are much more expensive than passive (though fees have compres investors should be compensated for "paying up" for active management.
  - The asset-weighted average fee for active U.S. Large Cap Core manager which compares to the two most liquid S&P 500 ETFs ($1.8 trillion AUM) a

	Active Funds' Success Rate - Last 5 Years	Active Funds' Avg. Asset-Weighted Fee	Passive I Asset-W
U.S Large Cap	23.1%	0.53%	0.
U.S. Mid Cap	40.2%	0.75%	.0
U.S. Small Cap	44.7%	0.72%	0.
Foreign Blend	31.8%	0.59%	0.
Diversified Emerging Markets	34.4%	0.72%	0.

Source: Morningstar US Active/Passive Barometer, Year-End 2025 Report; Morningstar 2026 US Fund Fee Study, May 2026. Past performance is not indicative of future results.

BN

s only..

lternatives

assets are generally used to diversify and enhance an investor's traditional portfolio and typically include Hedge Funds, Private Credit, Real Est ty, and Venture Capital. In E&F portfolios, alternatives tend to represent a meaningful portion given their long-term investment time horizons.

DIVERSIFICATION

- Differentiated return streams can provide performance uncorrelated to traditional assets
- Variety of sources of alpha means less reliance on the broader capital markets

POTENTIAL RETURN ENHANCEMENT

- Wider array of investment instruments and longer time horizons may allow for higher returns over time

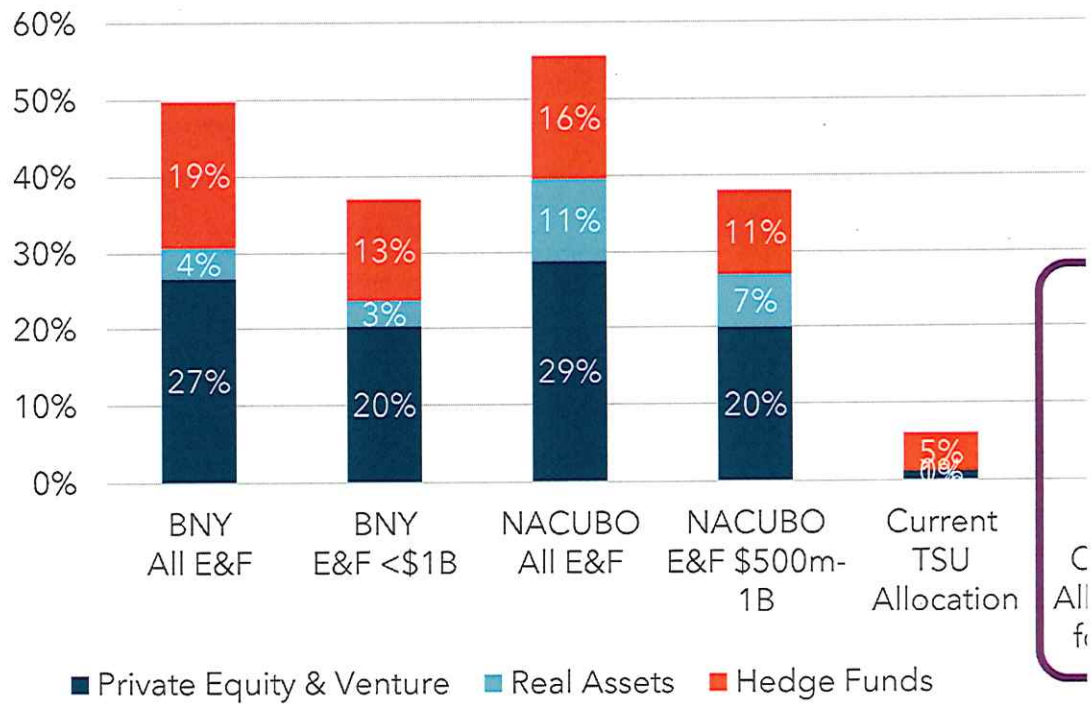
CAPITAL PRESERVATION

- Downside protection may help mitigate losses in times of extreme market stress and allow for capital preservation and growth over time

LIMITED ACCESS

- Access to specialized investment strategies not typically available to the average investor

Sample Alternative Assets Allocations - Endowments & Foundations (% of Total Portfolio)



Source: BNY Asset Strategy View - U.S. Foundation & Endowment Plan Type report Q1 2025, **NACUBO** Comm Endowments 2024, BNY Wealth GFO 2025 Report, Goldman Sachs Eyes on the Horizon 2024. Data used is mo available for each data source.

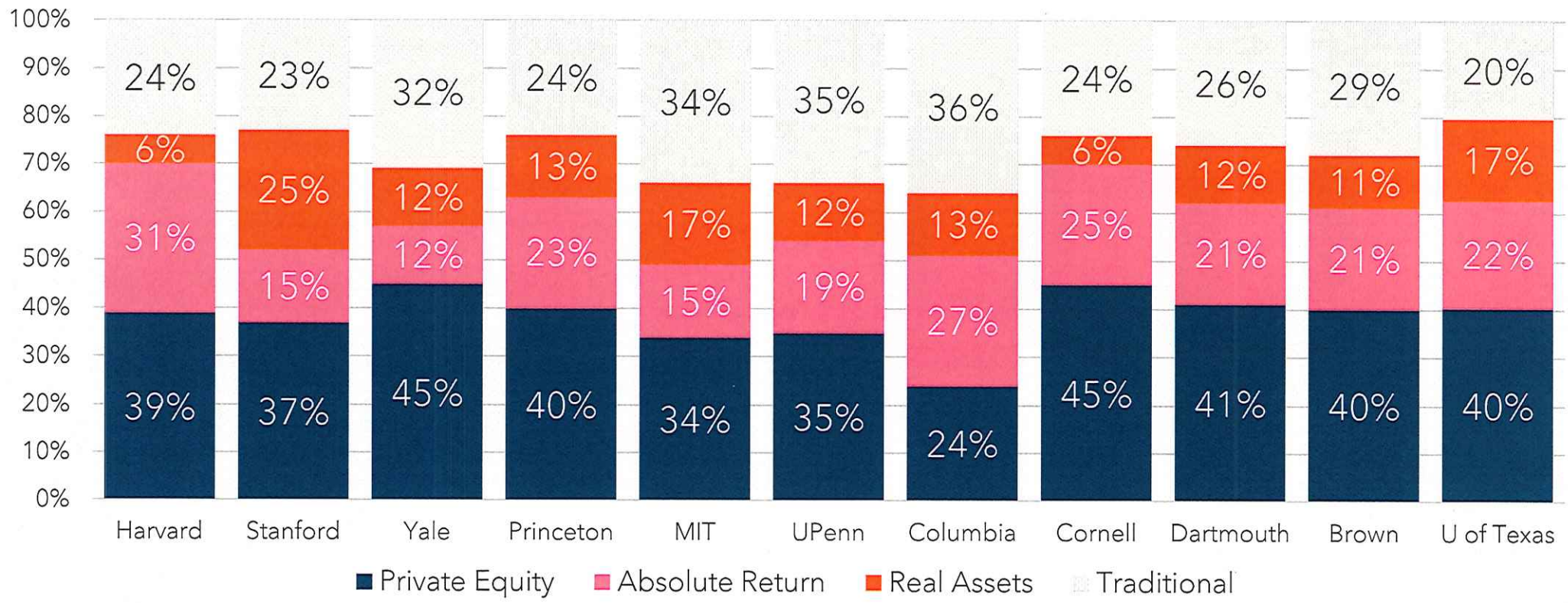
ıd strategic asset allocation do not guarantee a profit nor protect against a loss in declining ːstment strategy or risk management technique can guarantee returns or eliminate risk in ːonment. There is no guarantee that the investment objectives, if implemented, will be mportant to review investment objectives, risk tolerance, tax objectives and liquidity needs an investment style or manager.

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.TERNATIVES?

gest University Endowments Allocate Heavily to Alternatives

gest university endowments allocate ~72% to certain alternative investments[1]



ernatives have the potential to help maximize risk-adjusted returns and ensure a steady stream of income, they have become heavily relied up certain university endowments.

ocation to Private Equity, Absolute Return and Real Assets across the endowments shown on this slide. Source: Markov Processes, MPI Transparency Lab's MPI Endowment Tracker (all endowments excluding ta for 2023 fiscal year (October 1, 2022 - September 30, 2023). U of Texas data sourced from UTIMCO 2023 Audited Financial Statements. https://www.utimco.org/media/4211/2023-puf-audited-financial-stateme

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Portfolio for Texas Southern University

estments to fulfill the proposed portfolio allocation, BNY Wealth selects ions that have been approved by our Solutions Strategy Committee. Such lude investment strategies that invest in a combination of individual securities in ged accounts (SMA) and pooled investment vehicles (i.e. ETFs, mutual funds, ;).

	% of Portfolio
	50.00%
Cap	27.36%
re S&P 500 ETF	24.62%
up U.S. Equity SMA	2.74%
p	6.13%
re S&P Mid Cap ETF	5.21%
tners Mid Cap Value SMA	0.92%
Cap	2.50%
ssell 2000 ETF	1.88%
Intrinsic Value SMA	0.31%
r Behavioral Small-Cap Growth Fund	0.31%
nternational	9.25%
re MSCI EAFE ETF	4.07%
ernational Equity ETF	3.42%
International Value SMA	1.76%
arkets	4.76%
re MSCI Emerging Markets ETF	3.67%
erging Markets Equity ETF	1.10%

ses only. Holdings subject to change based on availability.

	% of F
Fixed Income	
BNY Actively Managed Core Plus SMA	
BNY Actively Managed Enhanced Cash / Short Duration SMA	
Alternatives	
Private Equity & Venture Capital	
Fugio Funds Core Private Equity	
Fugio Funds Core Venture Capital	
Neuberger Berman Secondary Opportunities	
Alternative Growth	
JPMorgan Equity Premium Income ETF	
Brevan Howard Global Macro	
Coatue Long/Short	
Absolute Return	
North Rock Multi-Manager Multi-Strategy	
Real Assets	
State Street SPDR Dow Jones Global Real Estate ETF	
CrossHarbor Institutional Partners	
Brookfield Super Core Infrastructure	
Private Credit	
Oaktree Special Situations Fund	
Apollo Asset Backed Credit Fund	

BN

Proposal for Texas Southern University

eased to provide TSU with a ***25% discount*** to our standard Advisory Fee schedule shown below, given BNY's con
her education sector.

Our advisory fee proposal for Texas Southern University is **0.19%** based on $121 million in assets

Advisory Fee	
On the first $25 million	0.40% per annum
On the next $25 million	0.25% per annum
On the next $100 million	0.20% per annum
On the next $250 million	0.15% per annum
On the next $600 million	0.10% per annum
On the balance	0.05% per annum
Minimum fee of	$100,000

Proposal for Texas Southern University

estment management philosophy is rooted in the belief that a disciplined, research-driven, and long-term approach can enhance ri
d returns and enable clients to meet their investment objectives.

vide unique access to a robust platform of experienced, industry-leading managers across asset classes through a combination of e
unds, mutual funds, separately managed accounts, single manager and multi-manager funds, and 'fund of funds' structures.

r full transparency into fee structures, liquidity, and performance across all holdings, which is available to you at any time.

BNY PROPOSED PORTFOLIO FOR TEXAS SOUTHERN UNIVERSITY

visory Fee	19 bps	$229k
imated Manager Fee[1]	17 - 24 bps	$206k - $290k
imated "All-In" Fee for as Southern University	**36 - 44 bps**	**$435k - $519k**

Based on $121mm in assets. We are pleased to share this reflects a **25% discount to BNY's standard fee** g our desire to partner with TSU.

This fee reflects expense ratios and/or performance associated with underlying investment products such ETFs, Mutual Funds, and Alternative Investments.

No added costs for custody, transition, or one-time f This is the all-in fee TSU would expect to pay annua

rposes only.
on asset allocation and currently available active, passive, and private investment solutions

BN

Make Up

isory Fee: This fee is all-inclusive and covers comprehensive advice and services, most importantly, a dedicated B lth team responsible for portfolio transition and day-to-day portfolio management and administration.

ager Fees: In addition to the Advisory fee, accounts will also bear the fees and expenses of each investment uct held in the account which may include management fees on separately managed accounts (SMAs), pooled stment funds and alternative funds. Pricing is determined by portfolio size and selection.

ody Fee: All custody fees charged for the safekeeping of your assets are included in our comprehensive BNY sory fee. TSU's assets would not be commingled with those of other clients. **All assets are segregated on our ks and records, and the TSU would retain full legal ownership of all securities and cash held in the account**. custody service also includes specialized support for alternative investments, including detailed records of cription documents, capital calls, and distributions; valuation tracking, audit coordination, and client reporting; an cated alternative assets operation team. **There are no additional fees for custody**.

sition Fee: In addition to your dedicated relationship and portfolio management team, TSU would be assigne ition team responsible for guiding the process and ensuring timeliness and accuracy. **There are no additional f ransition.**

EXAS SOUTHERN UNIVERSITY

ndix: Alternative Investment Capabilities

ong history in private asset management
tory of managing private markets assets
vering performance over public markets

pen architecture approach
-architecture approach with rigorous
er research process with access to third
edge fund and private market solutions
m industry leading asset managers



$7.2B
Liquid Alternatives & Private Market Assets[1]

11(
Unique Alter
Solutions Acros
Funds & Private

40+
Years Managing Client Assets In Alternative Strategies[3]

21
Industry Profes

WEALTH

y Platform with solutions across Private Markets
ge Funds

Selection of asset managers at accessible entry

n-To-Launch Brokerage Platform with a suite
ative solution offerings across Private Markets
ge Funds

PROPRIETARY PRIVATE MARKETS PLATFORM

Fugio Funds: $3.5B Multi-Manager platform focused on Venture Capital, Growth Equity and Lower-Mid-Market Private Equity

Top Quartile / Decile Performance[5]15-year history of vintage outperformance

Manager Access to specialized third-party managers and niche sector specialists

CUSTOM ALTS ADVISORY

Bespoke Alts Portfolios for institutional and qua
institutional client, customized to client needs

Discretionary Mandates across Private Markets
Hedge Funds

Advisory Mandates across Private Markets and H
Funds

nber 30, 2025. $7.2B in AUM of total liquid alternative and private market wealth assets in hedge funds and private markets managed by BNY Advisors' Alternatives Team in either: (i) their capacity as dual of
r (ii) on a non-discretionary basis where advisory services are provided to BNY Mellon, N.A. [2]110 alternative investment solutions offered on BNY Wealth platform as of January 31, 2025. [3]BNY has had a dedicate
ng in alternatives for BNY Mellon, N.A. or affiliated entities dating back to 1982. [4]As of May 31, 2025. Includes BNY Advisors' employees with expertise in the following relevant areas: Private Equity Portfolio
, Hedge Fund Origination/Management, Manager Research, Operational Due Diligence, Asset Allocation Advice, and Strategy, as well as employees who provide support and operational services. [5]Refer t
ed Manager Selection" for reference to and demonstration of top quartile / decile performance.

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ATIVE INVESTMENTS

mprehensive Alternative Investment Solutions

ge of client-centric approaches
n by our proprietary asset allocation
portfolio design process

Allocation

rsified portfolio risk and potential
ased return expectations

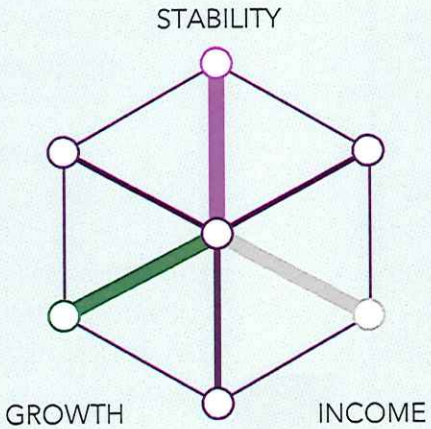
rietary Complementary Overlay

ram seeks to identify the best fit with
ng portfolio of traditional assets

ble Design & Engagement

ability to leave existing illiquid
tments undisturbed

Objective-Driven Alternative Portfolios



	Hedge Funds	Illiquid Private Asset
Growth Return	• Equity Hedge • Macro • Distressed Debt	• Venture • Growth Equity • Traditional PE (LBO)
Preservation Drawdown	• Relative Value • Market Neutral • Merger Arbitrage	
Income Yield	• Credit • Yield Alternatives	• Private Credit • Infrastructure • Real Estate

nt strategy or risk management technique can guarantee returns or eliminate risk in any market environment. There is no guarantee that the investment objectives, if implemented, will be successful. It is import bjectives, risk tolerance, tax objectives and liquidity needs before choosing an investment style or manager.`

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TERNATIVES

ernative Growth Hedge Fund Strategies

egies designed to deliver higher risk-adjusted returns in portfolios

Long/Short Equity

escription: Designed to get lower volatility than equity markets, while participating in equity market gains and protecting in down markets

nplementation: Global equities, buying ndervalued and selling overvalued stocks

Global Macro

Description: Attempts to profit from mispricings in global macroeconomic factors, including fiscal and monetary policy, geopolitics and regulatory frameworks

Implementation: Systematic long/short global fixed income, equities, commodities

Managed Futures

Description: Attempts to generate differentiated returns, with low correlation to traditional benchmarks and capitalize on bullish and bearish market conditions

Implementation: Quantitative long and short financial and commodity futures contracts, via Commodity Trading Advisors (CTAs)

Opportunistic Cred Hedge

Description: Attempts provide an all-weathe alternative to traditior fixed income by mean implementations to opportunistic credit wh possible

Implementation: Diversified credit, including long and sh corporate debt, structu products and soverei instruments

nt strategy or risk management technique can guarantee returns or eliminate risk in any market environment. There is no guarantee that the investment objectives, if implemented, will be suc review investment objectives, risk tolerance, tax objectives and liquidity needs before choosing an investment style or manager. No investment strategy or risk management technique can guarant k in any market environment. There is no guarantee that the investment objectives, if implemented, will be successful. It is important to review investment objectives, risk tolerance, tax objectives a e choosing an investment style or manager.

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TERNATIVES

olute Return Hedge Fund Strategies

gies designed to dampen volatility in portfolios

Multi-Strategy

Description: Attempts to generate positive returns regardless of market direction, with low correlation, often shifting risks and exposures based on market conditions

Implementation: Long and short diverse strategies, often via multiple portfolio managers

Market Neutral

Description: Aims to protect against systematic risk and with neutral exposures, typically using arbitrage strategies to potentially capitalize on pricing asymmetry

Implementation: Pairs of long and short positions to attain market neutral exposure

Merger Arbitrage

Description: Involves taking advantage of price discrepancies between a target company's current stock price and the price offered in a merger or acquisition

Implementation: Investments in pending corporate reorganizations, including mergers and acquisitions

ent strategy or risk management technique can guarantee returns or eliminate risk in any market environment. There is no guarantee that the investment objectives, if implemented, will be suc
review investment objectives, risk tolerance, tax objectives and liquidity needs before choosing an investment style or manager. No investment strategy or risk management technique can guarant
k in any market environment. There is no guarantee that the investment objectives, if implemented, will be successful. It is important to review investment objectives, risk tolerance, tax objectives a
e choosing an investment style or manager.

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RNATIVES

o – Premier Private Markets Platform

io platform – which is exclusively available to BNY Clients – op quartile performance.[1] Fugio Fund XIV focuses on private t opportunities within venture capital or private equity.

nt

- **Multiple Sleeves for Targeted Diversification:** Access to diverse opportunities across industries, geographies, and investment stages, creating a balanced risk-return profile through separate strategy vehicles
- **Opportunistic Exposures:** Seeks opportunistic exposure to secondaries and co-investments to further drive return potential

ators

- **Exclusive Access[2]:** Over 40+ years, we have built relationships with top-tier[3] managers to provide clients with an exclusive set of solutions through an edge in deal flow
- **Longstanding Dedicated Team:** Our team has been investing in alternatives since 1982[4] and is supported by additional diligence resources via BNY Advisors' dedicated Manager Research and Operational Due Diligence teams

nd

cture

- **Tailored Exposure:** Client exposure can be tailored across the sleeves
- **Low Investment Minimums:** Investment minimums are designed to benefit clients at all sizes, with a sliding fee schedule for larger investors

PRIVATE EQUITY

Investments in funds focused on small/medium buyouts, control-oriented growth equity and turnarounds

Stage of Underlying Fund Company

- Targets established private businesses seeking funding to grow or reposition
- Aims to expand offerings, pursue M&A, increase capital, and strengthen financials
- Broadly diversified across consumer, tech, healthcare, industrial, manufacturing, etc.

Approach

- Seek to identify areas of inefficiency, dislocation or structural change
- Underlying manager active ownership leads to concentrated investments with select managers

VENTURE CAP

Investments in early and venture capital funds ar growth equity fund opp

Stage of Underlying Fund

- Underlying investments r start-ups and businesses revenue
- Targets high-growth pote rapidly expanding comp
- Primary focus in AI/tech v exposure to healthcare/b services

Approach

- Identifies areas of innova disruption
- Investments spread acros companies to mitigate ris

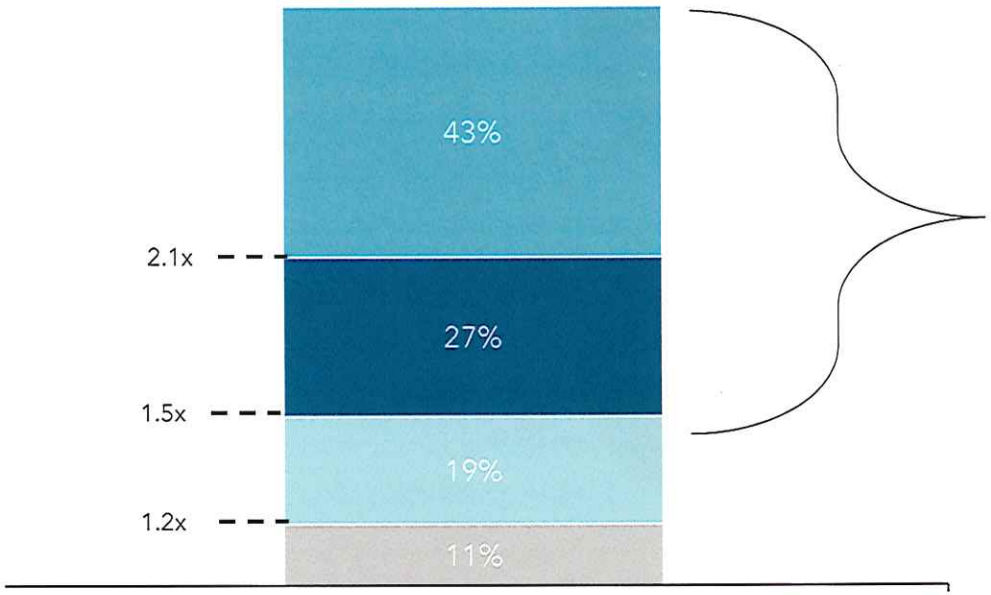
d "Demonstrated Manager Selection" for reference to and demonstration of top quartile performance. [2]The term "exclusive access" denotes limited access that is typically not available to average investors. [3]BN gers with characteristics such as track record of strong performance vs. peers, based on BNY Advisors' Manager Research and Due Diligence reviews. [4]BNY has had a dedicated Alternatives Team investing in alt liated entities dating back to 1982. **Past performance is not a guarantee of future results. No investment strategy or risk management technique can guarantee returns or eliminate risk in any market env at the investment objectives, if implemented, will be successful. It is important to review investment objectives, risk tolerance, tax objectives and liquidity needs before choosing an investment style**

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TERNATIVES

nonstrated Manager Selection

derlying Funds – Quartile Ranking by Net TVPI



- 70% of the underlying within the Fugio portf have performed abov median benchmark re with 43% in the first qu and 27% in the secon quartile, when compa peers.

Book, as of 1/22/2026

e underlying funds refers to funds that are held in all mature Fugio fund-of-fund portfolios (Fund VII – Fund XI). Funds with a vintage year of less three years of age from the stated valuation date are in the early s e cycle and therefore performance is not considered meaningful. See the Disclaimers & Disclosures section for more information on the underlying funds within the Fugio portfolios.

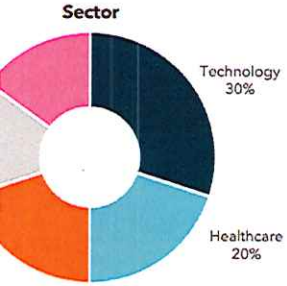
k Private Equity universe for vintage years 2011 – 2022 includes buyout venture and growth equity. As per standard industry benchmarking, Fugio is compared to other fund-of-funds within the same vintage tabases. Performance shown is net of underlying investment fees and expenses but gross of any BNY management and incentive fees which are applied at the Fugio Fund level only. Please note that the returns nplied Fund management fees, carried interest, or vehicle expenses that, if reflected, would reduce performance**. Past performance is no guarantee of future results.** The performance shown is the pe ortfolio funds, not the performance of the Fugio Funds and is not an indication of how the Fugio Funds would have performed in the past or will perform in the future. The Fugio Fund's performance in the the performance shown due to factors including, but not limited to, differences in cash flows, fees, expenses, performance calculation methods, and portfolio sizes and composition.

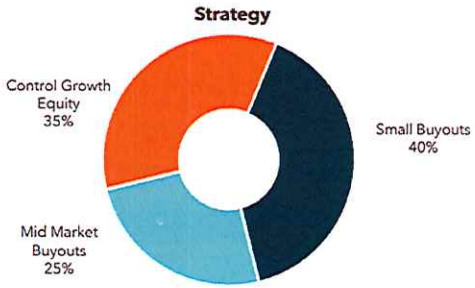
nal Investor, Financial Professional and Qualified Purchaser Use Only. Confidential and Proprietary. Not For Further Distribution.

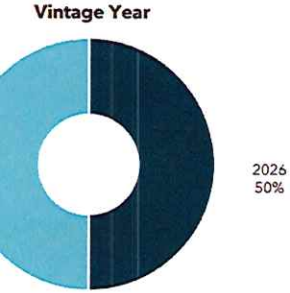
TERNATIVES

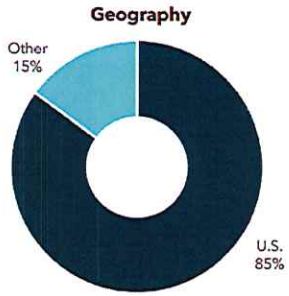
io XIV - Diversification by Strategy

Fugio XIV Private Equity

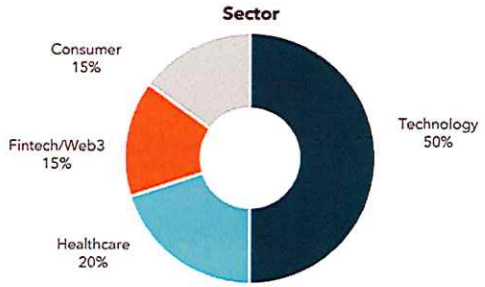


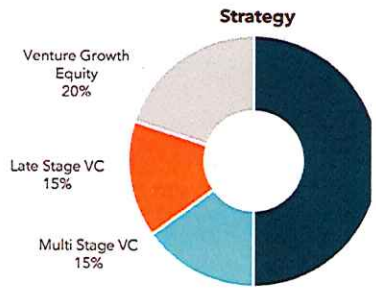


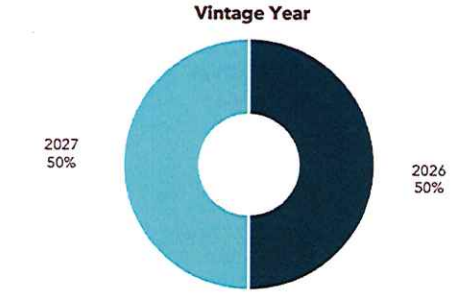


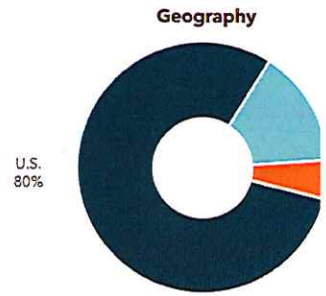


Fugio XIV Venture Capital









e purposes only. The allocations presented are hypothetical in nature and are sought during the portfolio management process. Target allocations are subject to change. There is no assurance that the target alloc
d actual allocations may be significantly different than that shown here. Diversification does not eliminate the risk of experiencing investment losses.

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ative Investments – Additional Details

ortfolio, and especially within private investments, we emphasize fee transparency and ensure liquidity/terms align with the inves our clients. Importantly, "illiquid" is a relative term, and private investments offer varying degrees of liquidity.

roposed Portfolio for Texas Southern University – Sample holdings detail

Class	Solution(s)	Term / Liquidity	Fees
Equity	Fugio Funds (PE & VC)	10-year term	Asset-weighted fee. **TSU, we expect average annual fee of ~35 bps over the life of the fu based on the proposed allocation.** Performance fee = 5% of all net profits after fu return of committed capital and preferred retu (6%)
	Neuberger Secondary Opportunities	10-year term Traditional drawdown fund	1.25% during investment period, 1% thereafte 12.5% performance subject to 8% hurdle
Credit	Apollo Asset-Backed Credit	Quarterly	1% management 10% performance subject to 5% hurdle
te Return	North Rock Multi-Manager Equity Strategy	Monthly with 90-day notice	Greater of 0.50% management fee or 15% performance fee
itive Growth	JP Morgan Equity Premium Income ETF	Daily	0.35% expense ratio
	Coatue Long/Short	Quarterly with 45-day notice 1-year hard lock	2% management 20% performance subject to high water mark
sets	SPDR Dow Jones Global Real Estate ETF	Daily	0.50% expense ratio
	CrossHarbor Institutional Partners	8-year term w/ extensions Traditional drawdown fund	1.5% management fee

trative purposes only. Not an all-inclusive list of holdings. Holdings subject to change based on availability.

ving Deeper – The Case For Asset-Backed Investments

1

Potential Income Generation: Typically involves loans secured by physical assets, which may generate predictable/stable cash flows. Compared to traditional investments, ABL may also offer higher yields due to t specialized nature of the loans and the collateral involved

2

Diversification: ABL may provide a diversification benefit as a complement to traditional credit; potentially reducing overall risk by spreading exposure across asset types. Loans can also be secured by a variety of ass offering multiple investment avenues

3

Potential Downside Protection: By means of collateralized loans that are backed by tangible assets which c liquidated if an investor defaults. This coupled with an inflation hedge may provide a safety net amidst econc uncertainty

4

Tailored Deal Terms: Direct negotiation between lenders/borrowers may allow for more tailored covenants proactive monitoring mechanisms. Also may allow more room for specialized due diligence; detailed evaluat of collateral/the borrower's finances may lead to more secure and profitable lending agreements

5

Market Growth: Growing market as a result of tighter lending regulations for traditional banks and increase demand for flexible financing solutions. This market is only projected to grow, specifically on a global scale

Everyday Impacts of Asset-Backed Lending



CO, as of June 30, 2024. **No investment strategy or risk management technique can guarantee returns or eliminate risk in any market environment. There is no guarantee that the investment c d, will be successful. It is important to review investment objectives, risk tolerance, tax objectives and liquidity needs before choosing an investment style or manager. No investment strategy or risk n an guarantee returns or eliminate risk in any market environment. There is no guarantee that the investment objectives, if implemented, will be successful. It is important to review investment obj x objectives and liquidity needs before choosing an investment style or manager.**

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TERNATIVES

BNY Approved

Advisors' Alternatives Manager Line-Up – January 2026

rehensive list of managers allocated to and/or who are under coverage

Private Equity

Boomerang Capital
Accel-KKR
Ampersand
Andalusian
Angeles Partners
Apax Partners
Avesi Partners
Bain Capital
Blackstone
Charlesbank
Commonfund
ore Consumer Partners
Francisco Partners
GHK Partners
Gridiron Capital
Guardian Capital
Harbourvest
Hidden Harbor Capital Partners
Inverness Graham
KKR
KPS Capital Partners
Monomoy Capital Partners
New Harbor Capital
New State Capital
Nonantum Capital Partners
Olympus Partners
Periscope Equity
Renovus Capital
Southfield Capital
Sterling Investment Partners
Topspin Consumer Partners
TPG
Uplift Investors

Growth Equity

Partners
Biospring Partners
Brighton Park Capital
Five Elms Capital
GEF Capital
Level Equity
NexPhase Capital
Rubicon Founders
SageView
Sixth Street
Transformation Capital
Wingman Growth Partners
GS West Street Growth Partners

Venture Capital

Andreessen Horowitz (a16z)
Accel
Bain Capital Ventures
Elephant Partners
Faction Ventures
Glade Brook
Halo Experience Company
Lightspeed Venture Partners
Haun Ventures
Left Lane Capital
Lightspeed Capital Management
Meritech Capital Partners
Mucker Capital
NEA
Neotribe Ventures
Quiet Ventures
Redpoint Ventures
Scale Ventures
Technology Crossover V
Vensana Capital
Versant Ventures
Volition Capital
Waldo Ventures
Wellington Managem
Wing Ventures

Private Credit

dams Street Partners
Alcentra Limited
dalusian Credit Partners
llo Capital Management
Ares Management
rescent Capital Group
tress Investment Group
Golub Capital
HPS Investment Partners
Hunter Point Capital
Oaktree Capital Management
Pemberton Capital Advisors
The Carlyle Group
Siguler Guff
Strategic Value Partners

Private Real Estate and Infrastructure

AEW Capital Management
Ares Management
BDT & MSD Partners
Baron Capital Group
BentallGreenOak
Blackstone
Brookfield Corporation
Bridge Investment Group
CenterSquare
Cohen & Steers
Davidson Kempner
Invesco Advisers
KKR
Macquarie Group
M&G Investments
PATRIZIA
Pemberton Capital Advisors
PGIM Real Estate
Siguler Guff
Stormfield Capital

Secondaries

Coller Capital
Neuberger Berman
BentallGreenOak

Private Markets Pipeline

North American Large Buyout
GP Stakes
Secondaries
Growth Equity
Impact Private Equity

Multi-Asset Priva
Fund
Asset-Backed
Solutio
Direct Lendi
Opportunistic
Infrastructure L

Alternative Growth

Long/Short Equity

Clean Energy Transition
Coatue Management
Select Equity Group
tika Capital Management

Global Macro/ Managed Futures

Brevan Howard Asset Management
Gemsstock Limited
AQR Capital Management

Credit Hedge

King Street Capital Management
Oaktree Capital Management
Lord Abbett
GoldenTree Asset Management

Absolute Return

Multi-Manager/Multi-Strategy

Davidson Kempner
Millennium Management
WorldQuant
Morgan Stanley AIP – Riverview Omni

Market Neutral

North Rock Capital Management

Merger Arbitrag

Pentwater Capital Manag

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| WEALTH

EXAS SOUTHERN UNIVERSITY

ndix: Value-Added Services

ple Education Opportunity in NYC for Students

g With Texas Southern University Student Investment Group | Thursday, April 3rd 2026 | 200 Park Ave – 54th FL – Hamilton Conference I

AM **Welcome & Introductions**
Robert Zaccardi
Senior Institutional Client Advisor
BNY Wealth

Carmen Boscia
Senior Portfolio Manager
BNY Wealth

AM **Equity Research**
Peter Luppino, CFA
Director, Investment Research
BNY Wealth

AM **Fixed Income**
Pasquale Pontoriero
Senior Portfolio Manager
Insight Investment

11:00 AM **Alternatives Overview**
Josh Armstrong-Leventhal, CF
Head of Hedge Funds and Liquid Alternatives
BNY Wealth

11:35 AM **Responsible Investing Ov**
Manisha Ali, CAIA, CAP
Head of Responsible Investing
BNY Wealth

11:50 AM **BNY Wealth Campus Rec**
Lauren Pyle
Recruiter, Campus & Early Car
Program Manager
BNY Wealth

12:10 PM **Lunch Served**

➤BN

Internship Programs

partner with our education sector clients to provide real-world introductions to the financial services industry. , many of our interns return to BNY for full-time employment after they graduate.

week summer internship program provides
duate students global exposure to the financial services
cross a variety of functional areas

2023 intern class survey* says

7%

accept an
return
after
ion.

96%

strongly agreed they had the right resources, support and guidance to successfully complete their internship.

93%

would recommend our internship program to a friend or peer.

Pre-Internship Progra

Freshman Jumpstart: A three-part virtual summer series designed
introduce first-year undergraduate students to the financial services industr

Sophomore Summit: An immersive full-day workshop designed to prepar second-year students for a care in the financial services industr

ting to Know Insight Investment

alist fixed income firm with global reach and boutique approach

d income is at the core of everything we do

cus on precision and diversification designed to enhance long-term client outcomes

Global Reach

01 Employees worldwide

48 US-based employees

Local Presence

10 Cities

6 Countries

AUM Globally

$850bn[1]

Key Investment Capabilities

Custom Solutions

Multi-Sector Fixed Income

Systematic Fixed Income

Sector-Specific Fixed Income

Client Profile Serve

980 Clients Serv

Retirement Progra

Endowments & Foundations

RIAs

per 31, 2025. Diversification cannot ensure a profit or protect against loss in declining markets. All investments involve some level of risk, including loss of principal. [1] Assets under management (AUM) are represented by the value of the client' ght is asked to manage. These will primarily be the mark-to-market value of securities managed on behalf of clients, including collateral if applicable. Where a client mandate requires Insight to manage some or all of a client's liabilities (e.g. LD equal to the value of the client specific liability benchmark and/or the notional value of other risk exposure through the use of derivatives. Insight North America (INA) is part of 'Insight' or 'Insight Investment', the corporate brand for certain asse companies operated by Insight Investment Management Limited including, among others, Insight Investment Management (Global) Limited, Insight Investment International Limited and Insight Investment Management (Europe) Limited. Advis erein are available in the US only through INA. Figures shown in USD. FX rates as per WM Reuters 4pm spot rates.

EXAS SOUTHERN UNIVERSITY

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te for every investor and should be used only after consultation with professionals who have reviewed your specific situation.

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of Investment There is no guarantee or representation that the investment program s presentation will be successful. Investors will have no participation in the management or nd, and therefore, will depend solely on the ability of BNY, N.A. (the "Investment Manager") ese matters. Past performance is not necessarily indicative of future results. The Funds may when major markets are rising and falling; similarly it may produce positive results when e rising and falling.

estment Limited Partnership interests ("Interests") issued by the Funds are illiquid, as there et for the Interests and no public market is anticipated to develop. Interests may not be ned, transferred or encumbered without the Investment Manager's prior written approval, ent Manager does not intend to grant such approval. It is unlikely that the Funds will make stributions until later in the Funds' term. This investment is suitable only for Investors that of holding their Interests for an indefinite period and can risk a loss of their investment.

Funds may borrow money or withhold or recall distributions under certain circumstances, receipt of Investors' capital contributions pursuant to a capital call or if an Investor defaults The Funds may also borrow to pay Investment Funds in accordance with the Funds' nitments, to pay the fees payable under the Funds' Investment Management and greement with the Investment Manager ("Investment Management Agreement") or to honor tion to return Investment Fund distributions subject to recall. The Funds do not expect to void borrowing where possible, except that it will borrow prior to recalling distributions if an ulted on a capital call obligation. The Funds may establish a line of credit or other borrowing arrangement with an institutional lender. All interest and other fees charged under the line of borrowing arrangement will be paid by the Funds. Because the Funds may borrow under cert circumstances, and it will invest in Investment Funds that may similarly borrow, a portion of th taxable income may constitute unrelated business taxable income, or "UBTI."

Private Equity Investing The Funds' success is subject to many factors including the Invest ability to successfully select the Investment Funds in which it invests, the quality of those Inve and their managers, general market conditions and the Investment Funds' ability to liquidate t on a profitable basis. Many of the companies in which these Investment Funds invest have lir not be operating profitably, will have limited or no revenue and will be thinly capitalized. Thes carry a high degree of business and financial risk and may result in substantial losses. Moreo may invest in Investment Funds that have yet to be identified. Accordingly, Investors will be re judgment of the Investment Manager in making investment decisions.

Interests are Not Guaranteed or Insured The Interests do not constitute deposits or obligat not guaranteed by the Investment Manager, its affiliates or any other bank. Such interests are the Federal Deposit Insurance Corporation, Federal Reserve Board, Office of the Comptroller or any other state or federal banking agency and involve investment risks, including the possi principal amount invested.

Fees and Expenses The Funds' Management Fee is computed on an investor's capital com capital contribution. In addition to the fees and expenses associated with operating the Funds Investment Fund in which the Funds invest also will be subject to its own fees and expenses. Investors will be net of such fees, expenses, allocations and carried interests. The Investmen receive a Performance Fee on all distributions made to each Investor after such Investor has distributions equaling its capital investment in the Funds. This fee (as well as the managemer determined without negotiations with any third party. The right to this fee may create an incen Investment Manager to cause the Funds to make investments that are riskier or more specula Investment Manager might otherwise select for investment by the Funds.

ormance Disclosures

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tise does not guarantee investment returns. The full disclosure presentation in this Appendix is an report. Past performance is no guarantee of future results. Due to the long-term nature of private equity tors should expect to bear the financial risks of their investment for an indefinite period of time. withdraw, transfer, redeem, pledge or otherwise encumber their interests in the Fund are restricted event of an unanticipated need for cash, it is highly unlikely that investors will be able to liquidate their prior to its liquidation, if at all, without incurring a significant discount.

rformance Calculations The included internal rates of return were prepared using financial information, udited annually as of a fund's fiscal year end, provided by the underlying private equity funds. The nation supplied by the various partnerships to BNY Wealth or Cambridge Associates may not be ated.

of Return (IRR) - Net Internal Rate of Return (IRR) reflects the performance of the private equity fund size and timing of its cash flows and its net asset value at the time of the calculation, and net of any s.

id-In Capital (TVPI) - The Total Value to Paid-In Capital (TVPI) is a metric used to measure the rivate equity fund. It represents the total value of a fund relative to the amount of capital that investors fund to date. The total value includes both realized value (distributions made to investors) and he estimated fair value of remaining investments .

'aid-In Capital (DPI) – Distributions to Paid-In-Capital (DPI) is a key performance metric used in private capital to evaluate the realized returns of a fund relative to the amount of capital that investors have nown as the realization multiple, DPI is calculated by dividing the cumulative distributions paid to tal capital paid into the fund.

uivalent (PME) – A Public Market Equivalent (PME) is a method used in investment management to rmance of private investments to public market benchmarks. The concept is to evaluate what returns achieved if the dollars invested in private investments had been invested in public markets instead.
ted Capital (MOIC) - MOIC (Multiple on Invested Capital) measures how much value an investment has ed to the amount of capital invested. MOIC is calculated by dividing the total value of the investment ions and remaining value) by the original invested capital.

PitchBook Calculations - PitchBook is a Morningstar-owned data and analytics platform and operates subsidiary of Morningstar, Inc. and is a well-recognized, independent source of data for the private equit capital industry that provides industry averages against which the performance of private equity investm in specific years may be evaluated. The performance information is unmanaged, and is not available for Although BNY believes the performance information prepared by PitchBook is reliable, BNY can not veri this information. Benchmark data does not include funds that are less than $100 million in size. Top qua defined as those partnerships that have had historical returns in the upper 25th percentile in their respec vintage year universe.
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Vintage Year Internal Rate of Returns The internal rates of return provided are intended to assist pros in evaluating BNY's ability to select among private equity investment funds. BNY has presented the "inte to investors" because this is the most widely accepted method for determining the performance of privat investment funds. This method accounts for the timing of cash flows into and out of a particular private e fund. In addition, following the industry standard, comparisons have been made based on the performar formed in the same year because returns achieved from private equity and venture capital investments r particular year of an economic or investment cycle may vary widely from those of investments made duri The fund of funds performance is calculated on a pooled basis, net of fees, by vintage year (since incep performance of the Fugio Private Equity Funds is compared to the respective Cambridge Associates ber date (latest date available) noted on the performance charts.

Cambridge Associates Calculations Cambridge is a well-recognized, independent source of data for t industry that provides industry averages against which the performance of private equity investment func specific years may be evaluated. The performance information is unmanaged, and is not available for di Although BNY believes the performance information prepared by Cambridge is reliable, BNY can not ve of this information. Top quartile managers are defined as those private equity partnerships that have hac in the upper 25th percentile in their respective private equity vintage year universe.

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nvestments

vestments, such as private equity and hedge funds, are speculative and involve a high degree of risk. There can be no assurance that a fund's investment objective will be realized or that appropriate investments r
investor could lose all or a substantial portion of their investment. Private funds are exempt from registration with the Securities Exchange Commission and are not subject to the same level of regulatory scrutiny a
such as mutual funds.

native investments require tax reports on Schedule K-1 to be filed which likely requires investors to obtain extensions for filing income tax returns each year.

nvestments do not provide daily liquidity or pricing. There is no secondary market for private fund third-party nor is one expected to develop. Investments may be subject to quarterly or annual liquidity and gates
f the investment that can be withdrawn. In some cases, redemptions have been suspended indefinitely. Private equity funds typically provide no liquidity for five to ten years and must be considered only for long t

derlying investments may be very thinly traded, or no market may exist. Managers or their administrators may assign values to securities and other instruments for which there is no readily available market or third
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may be volatile as underlying managers may employ leverage and other speculative investment practices that may increase the risk of investment loss, and adherence to risk control mechanisms does not guarant
turns. **Past performance is no guarantee of future results** and the funds present "tail risk", an unexpected downside performance period due to extreme market volatility which could not be anticipated from a fu
Additionally, high fees and expenses of a private fund (and at both levels in a fund of funds) may offset an investor's profits.

e subject to concentration risk due to a lack of manager and/or strategy diversification.

uld review the private placement memorandum for each fund under consideration for a complete list of the potential risks of an investment in the fund and strategy. Investors should consult with their investment, l
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Appendix 9
Sample BNY Wealth Agreement

BNY | WEALTH

BNY Wealth *Agreement*

BNY WEALTH APPLICATION

A. ACCOUNT TITLE(S) AND NUMBER(S)

B. ACCOUNT INFORMATION

C. DESIGNATION OF AUTHORIZED PERSON(S) (IF APPLICABLE)

D. SIGNATURES

E. IRA INFORMATION ADDENDUM (IF APPLICABLE)

BNY WEALTH TERMS AND CONDITIONS

A. DEFINITIONS

B. GENERAL TERMS AND CONDITIONS FOR ALL ACCOUNTS

C. INVESTMENT MANAGEMENT SERVICES

D. CUSTODY SERVICES

E. DEPOSIT SERVICES

F. FUNDS TRANSFER ADDENDUM

ADDITIONAL AGREEMENTS AND TERMS AND CONDITIONS THAT WILL BE INCLUDED ONLY AS APPLICABLE

- IRA ACCOUNT AGREEMENT AND IRA STATEMENT DISCLOSURE
- FUNDS AFFLIATED WITH BNY DISCLOSURE
- ELECTRONIC BANKING SERVICES DISCLOSURE AND AGREEMENT
- BUSINESS ELECTRONIC BANKING AGREEMENT
- FEE/PRICE SCHEDULE(S)

BNY CONSUMER PRIVACY NOTICE

BNY WEALTH

Application

A ACCOUNT TITLE(S) AND NUMBER(S)

Account Title _____

Grantor Name(s) _____

☐ EIN ☐ SSN _____

Reportable Taxpayer Identification Number for Account

☐ Individual/Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Other _____

☐ Limited liability company: Enter tax classification: ☐ C Corporation ☐ S Corporation ☐ Partnership

☐ If you checked "Partnership" or "Trust/estate," or checked LLC and selected "Partnership" for the tax classification, and you are providing this form to a partnership, trust or estate in which you have ownership interest, check this box if you have any foreign partners, owners, or beneficiaries.

Account Number _____

	Trade Advices	ATM / Debit Card
☐ Investment Mgmt Account with Custody	☐	
☐ Investment Mgmt Account w/out Custody	☐	
☐ Custody (only) Account	☐	
☐ IRA-Investment Management with Custody	☐	
☐ IRA-Custody (only)	☐	
☐ IRA-Investment Management Only (ANH)	☐	
☐ IRA-Private Banking- Retirement Savings		
☐ IRA-Private Banking- Retirement Certificate of Deposit		
☐ Total Wealth Checking		☐
☐ Total Wealth Savings		
☐ Checking Account		☐
☐ Checking with Interest Account		☐
☐ Money Market Deposit Account		☐
☐ Savings Account		☐
☐ Certificate of Deposit (CD)		

For Custody (only) & IRA-Custody (only) Accounts:

(For IRA-Custody (only) Accounts, please attach a copy of the acceptance by the Investment Manager of their role as fiduciary with respect to the IRA assets.) Please select option below:

☐ Client-Directed Account ☐ Investment Manager Appointed

Investment Manager

_____
Firm Name

_____
Legal Address Line 1

_____
Legal Address Line 2

_____
City / State / Zip Code

_____
Phone

_____
Email Address

Please provide the title for each Account that will be opened with this Agreement.

A separate page must be included for each Account you wish to open.

If the Account is for an underlying trust, the grantor name(s) is required.

If the LLC box is checked, the appropriate tax classification box should be checked, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Indicate additional features or services to be associated with this Account by checking the appropriate boxes, as applicable.

Please note: this form should NOT be used to open an Employee Benefit or ERISA Investment Management/ Custody Account.

Custody (only) Accounts:

Proxy Voting and Corporate Actions

With respect to discretionary decisions in connection with voting proxies and corporate actions, if Account is Client Directed, Client shall exercise such authority. If Investment Manager is appointed, Investment Manager shall exercise such authority.

This shall remain in effect unless or until Custodian is notified in writing.

B ACCOUNT INFORMATION

STATEMENTS (OPTIONAL)

Please provide the statement mailing address if you wish for statements to be mailed to an address other than your legal address.

Statement Mailing Address Line 1

Statement Mailing Address Line 2 City / State / Zip Code

Statement Mailing Address Line 1

Statement Mailing Address Line 2 City / State / Zip Code

AGENT/THIRD PARTY COMMUNICATIONS (OPTIONAL)

☐ BNY is directed to send all statements, information and communications with respect to your relationship to the person(s) named below.

Please provide the name and address of the agent/third party you wish for BNY to send statements, information and communications. Add additional pages if needed.

Name

Mailing Address Line 1

Mailing Address Line 2 City / State / Zip Code

Name

Mailing Address Line 1

Mailing Address Line 2 City / State / Zip Code

Name

Mailing Address Line 1

Mailing Address Line 2 City / State / Zip Code

☐ BNY shall send additional tax reporting to the person(s) named below. If third party is appointed, insert name and address below.

If you require an enhanced tax report, please contact your relationship manager. (Additional costs may apply).

Name

Mailing Address Line 1

Mailing Address Line 2 City / State / Zip Code

Email Address

B ACCOUNT INFORMATION CONTINUED

DISPOSITION OF INCOME AND/OR CAPITAL GAINS

Complete only if BNY is maintaining custody of the property.

PLEASE NOTE: Section B(a) is not applicable to IRA Accounts.

a. Income

When BNY has custody of the Property, you authorize BNY to distribute net income collected on the Property as follows:

☐ By depositing it in your account _____ at _____
Account Number Name of Financial Institution

☐ All Accounts ☐ These Accounts _____

☐ By adding it to the principal of the BNY Account for investment;

☐ All Accounts ☐ These Accounts _____

or

☐ Other (Please specify) _____

☐ All Accounts ☐ These Accounts _____

b. Mutual Funds

Account level coding may be overridden by trade requests.

Please choose reinvestment methods for:

Dividends

☐ Cash ☐ All Accounts ☐ These Accounts _____

☐ Reinvest ☐ All Accounts ☐ These Accounts _____

Capital Gains

☐ Cash ☐ All Accounts ☐ These Accounts _____

☐ Reinvest ☐ All Accounts ☐ These Accounts _____

SHAREHOLDER COMMUNICATION

Please Note: Unless you check the box in Shareholder Communication, BNY will release your name, address and share position to companies issuing securities held in your Account(s) covered by this Agreement.

In an effort to permit companies that issue securities to communicate directly with shareholders who vote or share voting power with respect to those securities ("voting person"), the Shareholder Communications Act of 1985, as amended, requires that the name, address, and share position of all such voting persons be provided to requesting companies unless the voting person specifically objects to providing that information. Accordingly, to the extent you are or become such a voting person with respect to a specific security, the following shall apply.

If you object to providing your name, address, and share position as described above, you MUST check the following box:

☐ BNY is not authorized to release your name, address, and share position as described above.

Your objection or lack of objection to providing your name, address, and share position will apply to all securities held in the Account. Your response will not affect the mailing of proxy cards and other related materials to you.

B ACCOUNT INFORMATION CONTINUED

COST BASIS

BNY as custodian maybe required to report to the IRS on Form 1099-B the realized gain/loss information in connection with your Account(s). Additionally, for all Assets Not Held accounts (where BNY serves as investment manager, but not as custodian of the assets), we require the cost basis to ensure we place trades in accordance with your desired tax implications. For Assets Not Held Accounts, the cost basis methodology you select below should be the same methodology used by your custodian.

BNY's default for cost basis methodology is Highest Federal Tax Cost*. Your signature at the end of this Agreement indicates your acceptance of this default. If you would prefer to select a different tax lot disposition (cost basis) method for your Account(s) please select from those choices below.

a. All Products (Choice is REQUIRED if Highest Federal Tax Cost default is not accepted.)

☐ Highest Federal Tax Cost*

☐ First-in, First-out (FIFO)**

☐ Last-in, First-out (LIFO)

☐ Maximize Gains

☐ Minimize Gains

☐ Lowest Federal Tax Cost

☐ Specific Identification—specific instructions per trade must be received by BNY to execute client order (prohibited if in an investment model).

b. Optional Override: Mutual Funds and Dividend Reinvestment Plans

☐ Average Cost

Mutual Funds that are Regulated Investment Companies (RICs) and qualified Dividend Reinvestment Plans (DRPs) are eligible for the average cost override. Non-Regulated Investment Company assets (i.e. Equities) will follow the specified selection in "All Products" or Highest Federal Tax Cost.

Note: Once a tax lot disposition method has been selected, it will stand unless another choice is requested and received in writing on or before settlement date. The only exception is the choice of specific identification which requires direction for each trade.

For an Account where you have documentation to show that your Account(s) should not be included in this type of reporting, such as Form W-8 to identify non-US resident status, please provide appropriate documentation.

As always, you should consult with your own tax and accounting professionals on matters of tax and accounting policy.

PLEASE NOTE: This section is not required to be completed for:

- Any Non-Resident Alien (NRA) account if valid W8 documentation is provided.
- Sub-accounts if the selection is the same as the parent account.
- All Employee Benefit accounts. Includes IRAs.
- All Charitable or Private Foundation accounts. Excludes Pooled Income Funds (PIFs), Charitable Lead Trusts (CLTs) and Charitable Remainder Trusts (CRTs).
- All Common/Collective Fund accounts.

All Investment Management, Investment Advisory or Custodian accounts for a C Corporation.

**The mandatory IRS default if other selection is not confirmed or chosen.

The selection will apply to all applicable Accounts under this Agreement. If a different selection is requested for each Account, then a separate form will need completed.

B ACCOUNT INFORMATION CONTINUED

ADVISOR(S)

Please list the name(s) of the advisor(s) to whom you have granted authority to manage the Accounts as defined in BNY Wealth Terms and Conditions.

The advisor shall furnish Custodian with a written list of the name(s) and signature(s) of the person(s) who is authorized to represent the advisor in dealing with Custodian.

Advisor

Firm Name

Legal Address Line 1

Legal Address Line 2

City / State / Zip Code

Phone

Email Address

Advisor

Firm Name

Legal Address Line 1

Legal Address Line 2

City / State / Zip Code

Phone

Email Address

B ACCOUNT INFORMATION CONTINUED

CERTIFICATION OF BENEFICIAL OWNERSHIP

To help the government fight financial crime, U.S. federal regulation requires BNY to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

This form must be completed by the person opening a new account / maintaining an existing account(s) with BNY on behalf of a legal entity.

a. Client Information

Client Name _____

Legal Address _____
(including Country)

b. Record Owners

Provide information for **each record owner of 10% or greater** for the client entity listed above. A record owner is any individual or entity that directly owns 10% or more of the client entity.

- If the client entity is owned by a trust(s), provide the name of the trust(s) in this Record Owners section.
- If the client entity is a not-for-profit, a pooled investment vehicle or a quasi-governmental organization, this Record Owners section is not applicable.

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

B ACCOUNT INFORMATION CONTINUED

CERTIFICATION OF BENEFICIAL OWNERSHIP CONTINUED

b. Record Owners Continued

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

b-1. Chain Owners

Provide information for **each chain owner entity that indirectly owns 10% or more** of the equity interest of the client entity listed above. Chain owners are other entities that indirectly hold a 10% ownership interest in the client and are layered between the client entity and the individual owners listed below in Section c.

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

B ACCOUNT INFORMATION CONTINUED

CERTIFICATION OF BENEFICIAL OWNERSHIP CONTINUED

b. Chain Owners Continued

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

Name _____ Ownership % _____

Legal Address _____ City / State / Zip Code _____

B ACCOUNT INFORMATION CONTINUED

CERTIFICATION OF BENEFICIAL OWNERSHIP CONTINUED

c. Ownership Prong Beneficial Owners

Provide the following information for each individual or corporate trustee, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, **owns 10% or more of the equity interests of the client legal entity listed in Section A above.**

- If the client is owned by a trust, list one trustee (corporate or individual).
- If the client entity is a not-for-profit, a pooled investment vehicle or a quasi-governmental organization, this Ownership Prong section is not applicable.

Name	Ownership %

d. Control Prong Beneficial Owners

Provide the following information for one individual with significant responsibility for managing the client legal entity listed in Section A above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

- If the entity is controlled by another entity, list the name of the entity and the information for the control person of that entity who will be the control prong beneficial owner.
- If appropriate, an individual listed in Section (c) above may also be listed in Section (d).

Name	Title

For each natural person or corporate trustee listed above as an Owner Prong or Control Prong Beneficial Owner (Sections C and D), on the next pages complete a statement of their name, address, tax identification number, date of birth or date of establishment, and citizenship. If non-US, provide country and passport number

B ACCOUNT INFORMATION CONTINUED

CERTIFICATION OF BENEFICIAL OWNERSHIP CONTINUED

e. Beneficial Owner Statement

Name

SSN/EIN

Date of Birth / Date of Incorporation

Legal Address / Permanent Residence Address

City / State / Zip Code

Country

Citizenship (if dual, list both)

Country & Passport No. (Non-US)

Name

SSN/EIN

Date of Birth / Date of Incorporation

Legal Address / Permanent Residence Address

City / State / Zip Code

Country

Citizenship (if dual, list both)

Country & Passport No. (Non-US)

Name

SSN/EIN

Date of Birth / Date of Incorporation

Legal Address / Permanent Residence Address

City / State / Zip Code

Country

Citizenship (if dual, list both)

Country & Passport No. (Non-US)

Name

SSN/EIN

Date of Birth / Date of Incorporation

Legal Address / Permanent Residence Address

City / State / Zip Code

Country

Citizenship (if dual, list both)

Country & Passport No. (Non-US)

For each party listed above as a Beneficial Owner (Sections c and d), complete a statement of their name, address, date of birth, citizenship, and tax identification number. If non-US, provide Country and Passport Number. The individual may be required to provide verification via a copy of a US Government issued photo ID such as a driver's license or if a non-US person, a copy of their passport, and certified address verification e.g., utility bill, tax statement or bank statement within 3 months. This can also include an alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

If additional individual beneficial owner statements are needed, copy this page and complete statement(s).

C DESIGNATION OF AUTHORIZED PERSON(S)

The undersigned, individually, jointly and/or on behalf of an entity (collectively, "you" "your" "Client") authorizes and directs The Bank of New York Mellon Corporation affiliate (and any assignees thereof or successors thereto) ("BNY") to allow each person and entity named in this Designation to perform the selected transactions for all Authorized Accounts.

DEFINITIONS

INQUIRY: Requests to receive any and all balance, activity, or other account related information about an Account.

BILL PAYMENT: Ability to add payees and schedule one time and recurring payments.

ZELLE®: Ability to transfer funds to a consumer's domestic bank account.

ADMIN FUNCTIONS: Ability to place stop payments, and reorder checks.

MONETARY DISBURSEMENTS: Requests to fund and send a payment or advance from an Account, including, but not limited to: (1) Wire Transfers or Automated Clearing House ("ACH") entries, (2) check requests, (3) Transfers to other BNY accounts.

FREE DELIVERY OF SECURITIES: Requests to transfer an asset or security to another account or third party absent the receipt of cash or any other consideration.

INVESTMENT MANAGEMENT AUTHORITY: Requests to approve any BNY investment strategy or change in fee schedule. Authority to direct BNY to respond to voluntary corporate actions and to hold certain assets as non-discretionary custodian.

TRADING: Requests for BNY to buy, sell, and, if appropriate, take any and all actions necessary to execute and settle transactions for any investment product, including securities, mutual funds, futures and/or option contracts, foreign exchange or foreign exchange contracts.

TERMS AND CONDITIONS

1. BNY Wealth Online ("Wealth Online") access will be automatically granted to the Authorized Person(s) listed in Section 2. The authorities you grant to the Authorized Person(s) can be performed on both analog or digital platforms. Not all functions on the digital platform will be available at the initial rollout. However, as additional functions become available you will be notified via email or Wealth Online.

2. You shall not permit anyone other than the named Authorized Person in accordance with the terms of this Designation to access your Authorized Accounts identified in Section 2.

3. This Designation is in addition to (and in no way limits or restricts) any rights that the Authorized Person may have under any other agreement between you and BNY. This Designation is continuing and shall remain in full force and effect until revoked by you by providing written notice to BNY and BNY has had a reasonable opportunity after receipt of the written revocation to act upon such notice.

4. You agree to fully indemnify and hold harmless BNY and each of its officers, directors, successors, assigns, and employees from and against any and all damages, losses, liabilities, claims, costs and expenses (including reasonable attorneys' fees) arising out of this Designation or Authorized Person's access to, use or misuse of your Accounts funds or information, including without limitation any transactions made by the Authorized Person related to your Authorized Accounts.

5. You agree that in no event shall BNY be liable for any direct, indirect, consequential, special, incidental or punitive loss or damage or legal costs or attorneys' fees that you or the Authorized Person may incur in connection with this Designation or Authorized Person's access to, use or misuse of your Authorized Accounts funds or information, including without limitation any transactions made by the Authorized Person related to your Authorized Accounts.

6. This Designation shall be effective when signed below or in counterpart by you. Electronic signatures obtained through the DocuSign process initiated by BNY or a pdf copy of an ink-signed original signature shall be equally effective.

7. You or BNY may terminate the Authorized Person's access at any time by providing written notice to the other as set forth below. However, Paragraphs 3, 4 and 5 shall survive termination of this Designation.

8. Wealth Online Services Communications: All notices sent pursuant to this Designation shall be sufficiently given if (i) delivered personally, (ii) sent by overnight courier service, (iii) sent by U.S. mail, (iv) sent by email with signed pdf attachment or (v) sent by facsimile:

If to You: to your address of record with BNY.

If to BNY:
Wealth Online Support Team
PO BOX 535008
Pittsburgh, PA 15262
Phone: 800-880-5631
Fax: (732) 667-6406
Email: onlinesupport@bny.com

With a copy to: your relationship manager at BNY.

C DESIGNATION OF AUTHORIZED PERSON(S)

Please indicate below the Authorized Person(s) who is authorized to perform the selected transactions indicated in Section 2 below.

1. JOINT AUTHORITY

Is more than one Client/Authorized Person required to act together on the Account(s) identified in Section A of the Agreement? ☐ YES ☐ NO

→ If 'YES' please indicate how many must act together: _____

→ If YES, check here if you wish to permit authentication/callbacks to be made to one Client/ Authorized Person for Monetary Disbursements/Trading/Free Delivery of Securities when applicable. ☐

2. AUTHORIZED PERSON(S)

_____
Name of Authorized Person

_____
Legal Address City / State / Zip Code

_____
Email Address

_____ _____
Phone Number ☐ Mobile ☐ Work ☐ Home Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

PRIVATE BANK ACCOUNTS:
☐ Inquiry Only ☐ Bill Payment ☐ Zelle® ☐ Admin Functions

☐ Monetary Disbursements: Dollar Limitations* $ _____ (Select one option below)
☐ Request & Authenticate ☐ Request only ☐ Authenticate Only

INVESTMENT MANAGEMENT ACCOUNTS:
☐ Inquiry Only ☐ Free Delivery of Securities ☐ Investment Management Authority**

☐ Monetary Disbursements: Dollar Limitations $ _____ (Select one option below)
☐ Request & Authenticate ☐ Request only ☐ Authenticate Only

☐ Trading: Dollar Limitations*$ _____

ADDITIONAL OPTIONS FOR FAMILY OFFICE ONLY CLIENTS:
☐ NEXEN ☐ PERFORMANCE

*Dollar Limitations will not apply to Wealth Online
**This does not cover delegation to an investment manager.

Use this form to designate person(s) other than you who are authorized to issue instructions. Attach additional sheets if needed.

If joint authority is selected, this choice will supersede all other Client or Account documents such as your corporate resolution or jointly owned account addendum. For trust Accounts, in order for your selection to supersede your trust certification, all trustees must execute this Agreement.

Based on the selection for Joint Authority, Monetary Disbursement, Trading and Free Delivery of Securities requests will require 2 persons to request and authenticate all transactions unless the selection to permit authentication/callbacks to be completed by one individual is checked when callbacks are required.

Please provide the name and information for the Authorized Person(s) who will be designated to act on your behalf on the Authorized Accounts listed on this form.

If the Authorized Person(s) named in this Designation is an entity, the names of those individuals authorized to act on their behalf should be attached. It is your responsibility to ensure the list remains current.

FOR IRA ACCOUNTS- Monetary Disbursements, Free Delivery of Securities and Investment Management Authority are not applicable as only the IRA Owner can free deliver assets, distribute funds or approve fee changes.

NOTE: If additional Authorized Persons list is attached, you must make a selection regarding the specific transactions and dollar limitations that will apply to the entire list.

Accounts includes any current or subsequently opened sub-accounts. A new form is required to be completed for any additional Accounts.

C DESIGNATION OF AUTHORIZED PERSON(S)

2. AUTHORIZED PERSON(S)

Name of Authorized Person

Legal Address City / State / Zip Code

Email Address

Phone Number ☐ Mobile ☐ Work ☐ Home Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

PRIVATE BANK ACCOUNTS:
☐ Inquiry Only ☐ Bill Payment ☐ Zelle® ☐ Admin Functions

☐ Monetary Disbursements: Dollar Limitations* $ _____ (Select one option below)
☐ Request & Authenticate ☐ Request only ☐ Authenticate Only

INVESTMENT MANAGEMENT ACCOUNTS:
☐ Inquiry Only ☐ Free Delivery of Securities ☐ Investment Management Authority**

☐ Monetary Disbursements: Dollar Limitations $ _____ (Select one option below)
☐ Request & Authenticate ☐ Request only ☐ Authenticate Only

☐ Trading: Dollar Limitations*$ _____

ADDITIONAL OPTIONS FOR FAMILY OFFICE ONLY CLIENTS:
☐ NEXEN ☐ PERFORMANCE

Name of Authorized Person

Legal Address City / State / Zip Code

Email Address

Phone Number ☐ Mobile ☐ Work ☐ Home Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

PRIVATE BANK ACCOUNTS:
☐ Inquiry Only ☐ Bill Payment ☐ Zelle® ☐ Admin Functions

☐ Monetary Disbursements: Dollar Limitations* $ _____ (Select one option below)
☐ Request & Authenticate ☐ Request only ☐ Authenticate Only

INVESTMENT MANAGEMENT ACCOUNTS:
☐ Inquiry Only ☐ Free Delivery of Securities ☐ Investment Management Authority**

☐ Monetary Disbursements: Dollar Limitations $ _____ (Select one option below)
☐ Request & Authenticate ☐ Request only ☐ Authenticate Only

☐ Trading: Dollar Limitations*$ _____

ADDITIONAL OPTIONS FOR FAMILY OFFICE ONLY CLIENTS:
☐ NEXEN ☐ PERFORMANCE

*Dollar Limitations will not apply to Wealth Online
**This does not cover delegation to an investment manager.

NOTE: The Authorized Person(s) will be granted Wealth Online access. The authorizations you grant to the Authorized Person(s) can be performed on both analog or digital platforms. Not all functions on the digital platform will be initially available. However, as additional functions become available, we will be notify you via email or Wealth Online.

If the Authorized Person(s) named in this Designation is an entity, the names of those individuals authorized to act on their behalf should be attached. It is your responsibility to ensure the list remains current.

FOR IRA ACCOUNTS- Monetary Disbursements, Free Delivery of Securities and Investment Management Authority are not applicable as only the IRA Owner can free deliver assets, distribute funds or approve fee changes.

NOTE: If additional Authorized Persons list is attached, you must make a selection regarding the specific transactions and dollar limitations that will apply to the entire list.

Accounts includes any current or subsequently opened sub-accounts. A new form is required to be completed for any additional Accounts.

*Dollar Limitations will not apply to Wealth Online

**This does not cover delegation to an investment manager.

D SIGNATURES

1. ACKNOWLEDGMENT

ALL ACCOUNT OWNERS MUST REVIEW

By signing this Agreement, you acknowledge, effective upon execution and delivery of this by BNY, that you are entering into a LEGALLY BINDING CONTRACT with respect to each of the products or services indicated and all of the terms and conditions set forth in the BNY Wealth Application, the BNY Wealth Terms and Conditions and all Appendices, disclosures, fee schedule(s) or other documents with respect to each such product or service shall constitute a part of the contract and are incorporated into this Agreement by reference.

This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. You shall retain a copy of this Agreement for your records.

2. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION (APPLICABLE TO U.S. PERSONS ONLY)

Under penalties of perjury, each person signing this Agreement, whether as an Account Owner or, if an authorized signer for the entity for which the Account is being opened, as the entity (Client), certifies that:

1) **The number shown on this form is my correct taxpayer identification number (or that I am waiting for a number to be issued),**
2) **I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and,**
3) **I am a U.S. citizen or other U.S. person (as defined in the instructions to the right).**
4) **The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.**

☐ **Check here if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.** (This certification is similar to that found on U.S. Treasury Form W-9 and is requested pursuant to section 3406 of the Internal Revenue Code.)

The term "U.S. person" means:

- a citizen or permanent resident of the United States
- a domestic partnership
- a domestic corporation
- any estate, other than a foreign estate
- any trust, if:
  - A court within the United States is able to exercise primary supervision over the administration of the trust, and
  - One or more United States persons have the authority to control all substantial decisions of the trust
- any other person that is not a foreign person

An Account Owner, who is classified as a foreign individual or entity must certify their foreign status on the applicable IRS Form W-8.

D SIGNATURES CONTINUED

3. AGREEMENT EXECUTION

ALL ACCOUNT OWNERS MUST REVIEW

Intending to be legally bound, the undersigned executes this Agreement. If Account is in the name of a trust or other legal entity, the individual is signing on behalf of that entity.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

If acting on behalf of another person or entity besides a trust, please select other and indicate your signing capacity.

Print Account Owner Name/Entity Name

Signing Capacity (Check all that apply)

☐ Individual ☐ Trustee ☐ Other _____

Title (e.g. Manager, POA, etc.)

SIGNATURE

Print Name of Signer | Signature | Date Signed

Legal Address | City / State / Zip Code

Email Address

Phone Number ☐ Mobile ☐ Work ☐ Home | Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

☐ All Accounts

☐ Specific Accounts _____

☐ No Wealth Online Access

BNY Wealth Online ("Wealth Online") access will be automatically granted to the individual signing in this section unless "No Wealth Online Access" is elected.

4. REPORTABLE TAXPAYER (IF APPLICABLE)

Sign below if the owner of the Taxpayer Identification Number (TIN) is not the Account Owner or is not authorized to sign on behalf of the Account Owner for tax purposes and has not already signed above (e.g. Single Member LLC or Trust using the Grantor's SSN where the Grantor is not the Trustee)

SIGNATURE

Print Name of Signer | Signature | Date Signed

☐ All Accounts

☐ Specific Accounts _____

SIGNATURE

Print Name of Signer | Signature | Date Signed

☐ All Accounts

☐ Specific Accounts _____

If you are a Wealth Alliance Client, please indicate the name of the referring company.

For Wealth Alliance Clients, the referral company is: _____

D SIGNATURES CONTINUED

ALL ACCOUNT OWNERS MUST REVIEW

Print Account Owner Name/Entity Name

Signing Capacity (Check all that apply) ☐ Individual ☐ Trustee ☐ Other _____
Title (e.g. Manager, POA, etc.)

If acting on behalf of another person or entity besides a trust, please select other and indicate your signing capacity.

Print Name of Signer | Signature | Date Signed

SIGNATURE

Legal Address | City / State / Zip Code

E-mail Address

Phone Number ☐ Mobile ☐ Work ☐ Home | Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

If acting on behalf of another person or entity besides a trust, please select other and indicate your signing capacity.

☐ All Accounts
☐ Specific Accounts _____
☐ No Wealth Online Access

BNY Wealth Online ("Wealth Online") access will be automatically granted to the individual signing in this section unless "No Wealth Online Access" is elected.

Print Account Owner Name/Entity Name

Signing Capacity (Check all that apply) ☐ Individual ☐ Trustee ☐ Other _____
Title (e.g. Manager, POA, etc.)

Print Name of Signer | Signature | Date Signed

SIGNATURE

Legal Address | City / State / Zip Code

E-mail Address

Phone Number ☐ Mobile ☐ Work ☐ Home | Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

BNY Wealth Online ("Wealth Online") access will be automatically granted to the individual signing in this section unless "No Wealth Online Access" is elected.

☐ All Accounts
☐ Specific Accounts _____
☐ No Wealth Online Access

If acting on behalf of another person or entity besides a trust, please select other and indicate your signing capacity

Print Account Owner Name/Entity Name

Signing Capacity (Check all that apply) ☐ Individual ☐ Trustee ☐ Other _____
Title (e.g. Manager, POA, etc.)

Print Name of Signer | Signature | Date Signed

SIGNATURE

Legal Address | City / State / Zip Code

E-mail Address

Phone Number ☐ Mobile ☐ Work ☐ Home | Alternate Phone Number ☐ Mobile ☐ Work ☐ Home

BNY Wealth Online ("Wealth Online") access will be automatically granted to the individual signing in this section unless "No Wealth Online Access" is elected.

☐ All Accounts
☐ Specific Accounts _____
☐ No Wealth Online Access

D SIGNATURES CONTINUED

Accepted by the Undersigned, an Authorized Officer of the below-named subsidiary of The Bank of New York Mellon Corporation:

BNY Wealth subsidiary _____
(City, State)

Originating Office _____

_____ _____
Print Name of Signer Title

SIGNATURE

By _____ _____
Signature Date Signed

BNY | WEALTH

BNY Wealth *Terms and Conditions*

BNY WEALTH TERMS AND CONDITIONS

A. DEFINITIONS

B. GENERAL TERMS AND CONDITIONS FOR ALL ACCOUNTS

C. INVESTMENT MANAGEMENT SERVICES

D. CUSTODY SERVICES

E. DEPOSIT SERVICES

F. FUNDS TRANSFER ADDENDUM

A. DEFINITIONS

ACCOUNT: Refers to the account(s) at BNY identified in the "Account Title(s) and Number(s)" section of the Application or any other application-related documents you completed and/or signed and delivered to BNY when you opened the account.

ACCOUNT OWNER: Refers to each individual who establishes one or more Account(s) at BNY by signing the Application in their individual capacity, or to each legal entity on behalf of which an individual signs the Application as an officer, trustee, partner, member or other representative of such entity. Account Owner(s) is also referred to as "Client", "You" and "Your".

AGENT: Refers to any agent, advisor or third-party investment manager named in the Application.

AGREEMENT: Refers collectively to all of the documents that govern the Account, including all services that will be provided to you, including the Application, BNY Wealth Terms and Conditions, the applicable fee schedule(s) and any supplements applicable to your Account(s) or services related to your Account(s), and supersedes all previous communications, negotiations, and agreements between you and any BNY employee or representative, whether written or oral, including any earlier versions of the Agreement to which you have agreed.

APPLICATION: Refers collectively to the application portion of the Agreement you have completed and/or signed and delivered to BNY in connection with your Account(s) or services related to your Account(s), including but not limited to the sections titled "Account Title(s) and Number(s)," "Account Information," "Designation of Authorized Person(s)," "Signatures," and "IRA Information Addendum", or any other application-related documents. By completing and/or signing and delivering the Application, you acknowledged that you entered into a legally binding contract with respect to your Account(s) or services related to your Account(s).

AUTHORIZED PERSON: Refers to any one of the following: (1) the Authorized Person(s) designated in the Application, and (2) any person whose name is provided by you who are authorized to direct BNY on your behalf in connection with the Designation of Authorized Person(s) section of the Application.

BNY and BANK: These terms mean BNY Mellon, National Association or BNY Mellon Trust of Delaware, as applicable, including all subsidiaries, affiliates and successors and assigns. BNY and Bank is also referred to as "we" and "us".

BNY WEALTH TERMS AND CONDITIONS: Refers collectively to the sections of the Agreement covering the applicable terms and conditions for any Account(s) you may select, including but not limited to sections titled "Definitions", "General Terms and Conditions for All Accounts", "Investment Management Services", "Custody Services", "Deposit Services", and "Funds Transfer Addendum", all as may be amended or supplemented from time to time.

BUSINESS DAY: Means every day except Saturday, Sunday, and a federal holiday.

MANAGER OR CUSTODIAN: Refers to BNY or one or more subsidiaries or affiliates of BNY providing services under this Agreement.

MONETARY DISBURSEMENTS: Requests to fund and send a payment or advance from an Account, including, but not limited to: (1) Wire Transfers or Automated Clearing House ("ACH") entries, (2) checks, (3) transfers to other BNY accounts; and (4) payments made through digital payment networks.

PROPERTY: Refers to the securities, money or other property held from time to time in such Account(s) at BNY. Without limiting the foregoing, Property held in custodial accounts may also include crypto-assets, e.g. digital assets and cryptocurrencies (including stablecoins and non-fungible tokens (NFTs)).

B. GENERAL TERMS AND CONDITIONS FOR ALL ACCOUNTS

All of your Account(s) and other services you request are subject to the terms and conditions stated in this Agreement.

You agree that BNY: (1) will not be liable for acting in good faith upon phone, facsimile or e-mail orders or requests that we believe in our sole discretion were made or authorized by you or an Authorized Person(s); (2) will be entitled to presume that all phone calls, facsimiles or e-mails purportedly made by an Authorized Person are authorized by you to conduct all transactions described in the Agreement, even if the Agreement provides for withdrawals or other instructions to be made by more than one person acting together, or other special arrangements; and (3) will be entitled to rely on this Agreement with respect to Authorized Persons, unless and until you notify BNY in writing with instructions and authorization to the contrary. All phone, facsimile or e-mail instructions followed by us in good faith and in accordance with the procedures described above shall be binding upon you.

You acknowledge that BNY shall only be a fiduciary with respect to the discretionary investment management powers set out in the "Investment Management Services" section of the Agreement and the "IRA Account Agreement", if applicable. You understand and agree that in the exercise of our discretionary investment management powers, BNY is subject to and limited by our obligation to comply with applicable law and regulation, both state and federal. BNY shall not have any other fiduciary duties or responsibilities to you.

You authorize BNY to obtain credit reports and make any inquiries not prohibited by law in connection with this Agreement, or any additional account or credit facility opened.

RELIANCE: You represent that BNY may rely on the information given by you and/or on instructions that BNY reasonably believes were given by you, an Authorized Person, Agent, court-appointed guardian or conservator, whether written, oral or transmitted by facsimile or electronic means, and may undertake such inquiries as BNY reasonably may deem necessary or useful to confirm any such information. BNY may require written instructions to move Property into the name of someone other than you. Instructions by or purported to be from any Authorized Person or Agent are sufficient unless you furnish written direction to the contrary. You permit BNY to record phone instructions concerning any of your Account(s). This paragraph shall survive the termination of this Agreement.

PROPER ACTIONS: You represent that the instructions given to BNY by you or your Agent or by an Authorized Person, and the terms and execution of this Agreement, comply with applicable law and any instrument governing you.

CLIENT INSTRUCTIONS: Any Client instruction, including any direction to BNY to purchase or sell any securities or transfer any

Property to or from the Account, delivered by you or your Agent or by an Authorized Person, in writing, orally or transmitted by facsimile or electronic means will be subject to BNY's receipt and authentication procedures to ensure the instruction is genuine and from a person authorized to provide the instruction. Instructions sent are not effective until receipt is acknowledged or until BNY has otherwise had a reasonable opportunity to act. BNY will not be responsible for any direct, indirect, special, incidental or consequential damages attributable in any way to your use of phone, e-mail or facsimile, including any damages caused by any failure or delay with respect to the receipt or response to any information or any Authorized Person or Agent or any of your employees via such methods.

FUNDS TRANSFER: By signing this Agreement, you authorize BNY to transfer funds from any of your Accounts upon receipt of instructions by you or an Authorized Person, subject to the terms and conditions set forth in the Funds Transfer Addendum.

CUSTOMER IDENTIFICATION PROGRAM (CIP) NOTICE: Important Information About Procedures for Opening a New Account:

To help the government fight the funding of terrorism and money laundering activities, financial institutions are required by federal law to obtain, verify, and record information that identifies each individual or entity that opens an account or requests credit.

What this means for individuals: When an individual opens an account or requests credit, we will ask for their name, legal address, date of birth, tax identification number, and other information that allows us to identify them. We may also ask to see a driver's license, passport or other identifying documents.

What this means for legal entities: When a corporation, partnership, trust or other legal entity opens an account or requests credit, we will ask for the entity's name, physical address, taxpayer identification number, and other information that will allow us to identify the entity. We may also ask to see other identifying documents, such as certified articles of incorporation, partnership agreements or a trust instrument.

LIABILITY: BNY will only have those duties specified in this Agreement. BNY shall be liable only for its own gross negligence or willful misconduct. BNY shall not be liable for any act or omission of another person in carrying out any responsibility relating to the title, validity or genuineness of any Property or evidence of title received by it or delivered by it pursuant to this Agreement and shall be held harmless by you in acting upon any notice, instruction, or other instrument believed by it to be genuine and delivered by an Authorized Person. In no event will BNY be liable for any losses or damages, costs or expenses from any event beyond its control, or for any consequential, indirect, incidental, exemplary, punitive, or special damages, or for any loss of revenues, profits or business opportunity, arising out of or relating to this Agreement (whether or not foreseeable and even if BNY has been advised of the possibility of such losses or damages). If applicable, during the initial transition period, when your Property is not fully invested, you will continue to bear the risk of, and be solely responsible for, the consequences of all market fluctuations. This initial transition period may take several weeks due to, among other things, the timing of asset and fund transfers, consideration of general market conditions, and BNY's initial construction of the portfolio. This paragraph shall survive the termination of this Agreement.

FORCE MAJEURE: BNY will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused, directly or indirectly, by natural disasters, fire, acts of God, strikes or other labor disputes, work stoppages, acts of war or terrorism, general civil unrest, actual or threatened epidemics, disease, act of any government, governmental authority or police or military authority, declared or threatened state of emergency, legal constraint, the interruption, loss or malfunction of utilities or transportation, communications or computer systems, or any other similar events beyond its reasonable control. BNY will use commercially reasonable efforts to minimize the effect of any such events.

SUB-ACCOUNTS: For administrative purposes, BNY may hold the Property of an Account in one or more separately identified sub-accounts. Sub-accounts may be established in connection with BNY's retention of one or more affiliated or third party sub-advisor's to manage all or a portion of the Property in the Account. Any and all of such sub-accounts shall be deemed to be part of the master Account and all of the assets held in any such sub-accounts shall be deemed to be part of the Property and shall be governed by the terms of this Agreement.

INDIVIDUALS WHO SIGN AS FIDUCIARIES, AS AGENTS OR FOR ENTITIES: You represent that if an individual has signed this Agreement in a particular capacity, such as executor, trustee, agent, or on behalf of another entity, the references to "Client" shall refer to that individual in that capacity, or to that entity or, when the individual has signed as agent, to the disclosed principal. However, if the individual has no authority to act in that capacity or for that entity, the individual shall be personally liable under any indemnification contained in this Agreement and under all other provisions in favor of BNY herein. In addition, for any Account being opened for an entity other than a natural person, the person signing on behalf of that entity is deemed to have represented and warranted to BNY that: a) the entity is duly-organized, validly existing and in good standing in its state of formation; b) the entity has the legal and organizational power and authority to open and use the Accounts in accordance with the terms and conditions governing those Accounts; and c) the person signing on behalf of the entity is duly authorized to sign this Agreement on behalf of the entity. As provided in the Application, you shall furnish BNY with the names of the person or persons who are authorized to represent you in dealing with BNY. You are responsible for ensuring the respective designation of such names remains current. We may rely on the names provided by you without further inquiry.

LEGAL REPRESENTATION: Unless informed otherwise in writing, BNY may deem any person it reasonably believes to be your legal representative, such as a guardian or attorney-in-fact, to be the same as you in this Agreement, and BNY may deem that person as having full legal capacity to act for you. This paragraph shall survive the termination of this Agreement.

INDEMNIFICATION: You will indemnify BNY for all losses, tax liens, property disputes, liabilities, damages, litigation expenses and costs, taxes (excluding BNY's own taxes), and all other claims of any kind that BNY may sustain arising out of, or related in any way to, this Agreement or the Property, if applicable, held under

this Agreement (individually, a "Claim"). This provision shall not apply solely to the extent that any Claim is caused by BNY's gross negligence or willful misconduct. Your indemnification obligations shall include the payment of the reasonable attorney's fees and expenses incurred by BNY in defending the Claim. This paragraph shall survive the termination of this Agreement.

NOTICE OF DISAGREEMENTS: You, your Agent, Authorized Person or third party advisor will promptly report to BNY any error or disagreement concerning Account statements and transaction confirmations and will provide such information as BNY may reasonably request to enable BNY to complete any of its obligations under applicable law and regulations. You must notify us of any disagreement with respect to Account statements and confirmations within thirty (30) days after the statement or confirmation is received; otherwise, you, your Agent, Authorized Person or third party advisor will be deemed to have approved the statement and the reported transactions. You, your Agent, Authorized Person or third party advisor will be deemed to have received statements ten (10) days after the statements were mailed unless you inform BNY within twenty (20) days after the date set for the close of the statement period that you, your Agent, Authorized Person or third party advisor have not received the statement. Federal regulations provide that, if you request, BNY must deliver a written notification of a security transaction at the time of completion of the transaction or, if a broker-dealer is used, within one (1) Business Day from the receipt by BNY of the broker dealer's confirmation. BNY may charge a reasonable fee for such a written notification. You acknowledge that BNY has no responsibility or liability for any act or failure to act of any prior investment advisor, custodian or manager of any assets transferred into or held in the Account. This section shall survive the termination of this Agreement.

ENDORSEMENTS: You authorize BNY to sign on your behalf all declarations, affidavits, and certificates of ownership required in connection with this Agreement and generally to take all action, whether or not expressly authorized, which BNY may deem desirable or necessary for the accomplishment of any of the purposes of this Agreement. If applicable, you will give BNY a limited power of attorney with respect to Property held by custodians, if required by that custodian.

COMPENSATION: You will pay fees and expenses in accordance with BNY's schedules of fees as amended from time to time and in effect at the time BNY's services are performed. BNY is authorized to charge and collect from the Account any and all fees and expenses earned unless such fees and expenses are paid directly by you. You acknowledge receipt of BNY's fee schedules in effect as of the date of this Agreement.

CHARGES: You direct that all the charges or fees under this Agreement shall be charged against and collected from any Property in the Account. In the event there is insufficient Property, you will pay such charges to BNY directly.

REFERRAL FEES: If you have been referred to BNY by a referral partner, BNY may pay a referral fee to such party. You and BNY agree that the schedule of fees includes any fees to be paid to such referral partner by BNY, if any, unless an additional referral fee to be paid by you is specifically disclosed.

SUB-ADVISORY FEES: If BNY in its sole discretion retains one or more affiliated or third-party sub-advisers to manage all or a portion of the Property in the Account, BNY may pay a sub-advisory fee to such party. You and BNY agree that the schedule of fees includes any fees to be paid to such sub-adviser by BNY, unless an additional management or sub-advisory fee to be paid by you is specifically disclosed.

TERMINATION: Either you or BNY may terminate this Agreement or close any Accounts established hereunder at any time by giving written notice to the other. Termination of this Agreement will not affect: a) the validity of any action previously taken by BNY under this Agreement; b) liabilities or obligations of you or BNY from transactions initiated before termination of this Agreement; or c) your obligation to pay BNY's fees (pro-rated through the date of termination). Following termination, all of the Property to which you are entitled will be delivered either to you or others as directed in writing by you.

AMENDMENTS : This Agreement, including the BNY Wealth Terms and Conditions and any fee schedule applicable to your Account, may be amended from time to time by BNY. We may add new terms, delete or amend existing terms, add new account types and services and/or discontinue existing account types and services. We will notify you of amendments as required by law. When we amend this Agreement, the new version of the Agreement supersedes all prior versions and governs your Account as of the effective date of such amendment. Your continued use of the Account evidences your agreement to any such amendment. Notices of amendments will be sent to the address of record or to the e-mail address provided by you for the Account. We recommend you keep a copy of this Agreement, as well as any amendments to this Agreement, for as long as your Account is open.

NOTICES: You are responsible for notifying us of any address or name changes, the death of an Account Owner or other information affecting your Account. Notices must be provided from you or an Authorized Person and in a form and manner acceptable to us, with enough information to allow us to identify the Account.

Unless BNY, in its sole discretion, chooses to act upon the oral instruction of you or an Authorized Person, all notices under this Agreement, including any notice in which we inform you of changes affecting your rights and obligations under this Agreement, shall be sent by first class or express mail, courier, facsimile or similar electronic or computerized communication delivered to the last known address of the receiving party, as reflected on the records of the party giving notice. BNY may verify the authenticity of any notice or instruction prior to acting on it. Notices sent by you to us are not effective until we have received it and have had a reasonable opportunity to act on it. Written notices sent by us to you are effective when sent to the last address supplied to us in writing. A notice sent to any one owner is deemed notice to all Account owners and is effective for all Account owners.

If you have provided your consent or agreement to receive documents in electronic form via our BNY Wealth Online ("Wealth Online") service, any notices may, at our discretion, be delivered electronically. Such notices may be sent electronically by us to you by (i) transmitting the notice to the e-mail address provided by you or to such other e-mail address as you may specify from time to time in writing, or (ii) posting the notice on a website and sending you a notice at your postal address or e-mail address informing you that the notice has been posted, where it has been posted, and how to view it. Notices sent electronically to you will

be effective when the notice, or a notice advising of the posting of a notice to a website, is sent to your postal address or e-mail address.

Please review promptly all notices, statements and other communications we send you. We recommend that you use Wealth Online and receive your communications electronically. When you use electronic or paperless delivery, we deliver communications to you by placing the notice in Wealth Online. You can find your account statements, notices, and other eligible documents in Wealth Online within the statements and documents section of your account details page. Communications currently available for electronic delivery are listed in the Settings sections of Wealth Online under E-delivery Settings

OUTSOURCING/ USE OF AGENTS: BNY may outsource and/or appoint agents, including BNY affiliates, on such terms and conditions as it deems appropriate to perform its services hereunder, provided that any such outsourcing or appointment by a subcustodian (if applicable, and where appointment of subcustodian is permitted) shall not be of the custody and safekeeping function. Except as otherwise specifically provided herein, no such outsourcing or appointment shall discharge BNY from its obligations hereunder.

APPLICABLE LAW & VENUE: This Agreement and the transactions arising hereunder shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania's conflict of law rules. The parties agree to submit to the venue of any Pennsylvania state or federal court for all actions or proceedings arising from or contemplated by this Agreement. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY REGARDING ACTIONS, PROCEEDINGS, OR COUNTERCLAIMS ARISING FROM THIS AGREEMENT.

Notwithstanding the foregoing, if BNY Mellon Trust of Delaware is acting in its capacity as the Bank under this Agreement, then "Pennsylvania" shall be replaced with "Delaware" wherever it appears in the above paragraph, and the above paragraph shall be construed accordingly.

ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of each of us and our successors, assigns, heirs and representatives. You may not assign this Agreement or any of your rights and obligations under this Agreement without our prior written consent. You agree that BNY may assign this Agreement to an affiliate of BNY without your consent. BNY will provide you with at least thirty (30) days prior written notice of an intended assignment to any non-affiliate and your failure to object in writing will be treated as appropriate consent to such assignment.

ENTIRE AGREEMENT: This Agreement, including any Addendums, Schedules, Exhibits and the other writings specifically identified herein, contemplated hereby, or in the future, is complete, reflects the entire agreement of the parties with respect to its subject matter, applies to new and existing Accounts and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties or agreements have been made by any of the parties hereto except as expressly set forth in this Agreement; and all inducements to the making of this Agreement relied upon by any party hereto have been expressed in this Agreement. This Agreement and our fees and charges may be amended, and we may modify any aspect of an Account, at any time, by notifying you. If any provision of this Agreement is rendered invalid or unenforceable, such provision shall be deemed severed from this Agreement and the remainder of this Agreement shall remain in effect. You shall retain a copy of this Agreement for your records.

CASH ADVANCE RECOVERY, SET-OFFS & LIENS: To the extent BNY advances funds to the Account (e.g. for disbursement or to effect the settlement of purchase transactions) BNY may, in its sole discretion advance funds in any currency hereunder. If an overdraft occurs in an Account or if you are for any other reason indebted to BNY under this Agreement, you agree to repay BNY on demand or upon becoming aware of the amount of the advance, overdraft or indebtedness, plus accrued interest at a rate then charged by BNY to its Clients in the relevant currency. In order to secure repayment of your obligations to BNY or any affiliate of BNY, you hereby pledge and grant to BNY individually and as collateral agent for any affiliate of BNY a continuing first lien and security interest in, and right of setoff against: (a) all of your right, title, and interest in and to all Accounts in your name and the securities, money and other property now or hereafter held in such Accounts (including proceeds thereof), and (b) each Account in respect of which or for whose benefit the advance, overdraft or indebtedness relates and the securities, money and other property now or hereafter held in such Account (including the proceeds thereof), and (c) any other property at any time held by BNY for your Account, other than a debt subject to the disclosure requirements of the Federal Truth in Lending Act.

INTERNATIONAL INVESTMENTS: If an Account holds assets traded outside the United States ("Foreign Property"), the following provisions shall apply: a) Authorization: you authorize BNY to appoint foreign agents, subcustodians or depositories outside the United States to hold Foreign Property; b) Depository Risk: BNY will hold the Foreign Property in safekeeping facilities of BNY or of other custodian banks or clearing corporations anywhere in the world as required to custody the Foreign Property, provided that BNY shall not be responsible for any losses resulting from the deposit or maintenance of securities or other Foreign Property (in accordance with market practice, custom, or regulation) with any recognized clearing facility, book-entry system, centralized custodial depository, or similar organizations; c) Foreign Investment Risk: The imposition of sanctions, confiscations, trade restrictions (including tariffs) and other government restrictions by the United States and other governments may result in losses to the Client; d) Market Settlement Practice: Settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. You acknowledge that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash and, in such circumstances, you shall bear the responsibility for and risk of non-delivery of securities or other property (or late delivery) or non-receipt of payment (or late payment) by the counterparty; e) Subcustodial Risk: BNY shall not be responsible or liable for any losses or damages suffered by you arising as a result of the insolvency of any subcustodian, except to the extent that BNY was grossly negligent in its selection or continued retention of such subcustodian; and f) Cash Advance Recovery: To the extent that BNY advances funds to the Account for disbursements or to effect the settlement of purchase transactions,

BNY shall be entitled to collect from the Account, with respect to non-domestic assets, the costs associated with such advance applicable to the appropriate foreign market, including foreign exchange costs and interest.

BNY PRIVACY POLICY: Our privacy policy for consumers is set forth in BNY's Consumer Privacy Notice ("BNY Privacy Policy"). You acknowledge receipt of BNY's Privacy Policy provided to you at account opening. BNY will provide you with any updates to BNY's Privacy Policy as required by applicable law.

INVESTMENT OF CASH: If BNY is authorized to act as the manager of the Account, you authorize BNY to invest in BNY's discretion any portion of the Account in any mutual fund or in a Money Market Deposit Account of any affiliate of BNY.

If BNY is authorized to act as the Custodian of the Account, you authorize BNY to accept directions to invest any portion of the Account in any mutual fund or in a Money Market Deposit Account of any affiliate of BNY.

ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION: You confirm that none of the Property in any Account is the proceeds of activities that violate applicable anti-bribery, anti-money laundering or anti-corruption laws and regulations.

ECONOMIC SANCTIONS: You certify that (a) Neither you, nor any of your affiliates, directors, officers, or employees, is an individual or entity that is, or is owned or controlled by, an individual or entity that is: (i) the target of any economic sanctions, laws, rules, regulations, executive orders and requirements administered by the United States Office of Foreign Assets Control ("OFAC"),the European Union ("EU") or any national jurisdiction or member state thereof, together with any other authority with jurisdiction over you (collectively, "Sanctions"); or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; and (b) None of the Property in any Account is the proceeds of activities that violate Sanctions.

AFFILIATED FUNDS AUTHORIZATION/DISCLOSURE: You understand and acknowledge that in investing the Property in pooled investment vehicles, such as mutual funds, Delaware statutory trusts, limited partnerships, exchange traded funds, etc. ("Affiliated Funds"), BNY will regularly invest in vehicles advised by BNY or an affiliate. You authorize BNY to invest any Property of an Account in one or more Affiliated Funds. You understand and acknowledge that if BNY or any of its affiliates is the advisor for any vehicle in which your assets are invested, or performs any other services (e.g., custodial, fund accounting, administrative, shareholder services, etc.) for the vehicle:

a) BNY may receive its regular and usual management or services fees from the vehicle;

b) management fees are based on the value of the assets in the vehicle, as described in the vehicle's prospectus or offering documents, as applicable;

c) such fees may be in addition to BNY's compensation for its services provided under this Agreement; and

d) a portion of the Affiliated Fund's management fee is credited or rebated to BNY Wealth's business group for internal bookkeeping purposes when BNY invests your assets in the vehicle.

BNY expects the proportion of Affiliated Funds to be high, particularly in certain strategies (such as cash and fixed income), subject to applicable law and any Account specific considerations. BNY offers the option of choosing to exclude Affiliated Funds from an Account.

You acknowledge that you have read the above disclosures and understand the relationship between the Affiliated Funds and Manager. In addition, you understand the uninsured nature of the Affiliated Funds and acknowledge understanding the potential investment risks associated with such investments.

NOT FDIC INSURED: You understand and acknowledge that Securities held in an Account, including mutual funds:

- are not insured by and are not obligations of the FDIC or any other government agency;
- are not deposits or obligations of and are not endorsed or guaranteed by BNY or any other bank;
- are subject to investment risk, including the possible loss of the principal amount invested;
- may fluctuate in value, so that when they are sold or redeemed, they may be worth more or less than when they were purchased;
- may be subject to fees and charges.

NON-EXCLUSIVE CONTRACT: BNY shall not be restricted in acting as investment manager, custodian or providing any other services for any other person or entity, nor shall BNY or any of its personnel or affiliates be restricted from having investments or making investment transactions for the accounts of other Clients. BNY may give advice and take action with respect to other Clients' funds which may differ from the advice given, or the timing or nature or action taken, with respect to you. BNY shall have no obligation to purchase or sell for you, or to recommend for purchase or sale by you, any security which BNY, its principal, affiliates or employees may purchase or sell for themselves or for any other Client. You recognize that transactions in a specific security may not be accomplished for all Client accounts at the same time or at the same price. Transactions for the Account may be executed as part of concurrent authorizations to purchase or sell the same security for other accounts served by the Manager. If and when these concurrent transactions occur, the Manager's objective will be to allocate the executions so as not to discriminate among accounts.

OPT-IN TO U.S. SPECIAL RESOLUTION REGIMES: In the event BNY becomes subject to a proceeding under a U.S. special resolution regime, the transfer of the Agreement (and any interest and obligation in or under, and any property securing, the Agreement) from BNY will be effective to the same extent as the transfer would be effective under the U.S. special resolution regime if the Agreement (and any interest and obligation in or under, and any property securing the Agreement) were governed by the laws of the United States or a state of the United States; and in the event BNY or any of its affiliates becomes subject to a proceeding under a U.S. special resolution regime, default rights with respect to the Agreement that may be exercised against BNY are permitted to be exercised to no greater extent than the default rights could be exercised under the U.S. special resolution regime if the Agreement were governed by the laws of the United States or a state of the United States.

TAX COMPLIANCE CERTIFICATION BY NON-U.S. CITIZEN/NON-U.S. RESIDENT CLIENTS: With respect to any assets which have been or will in the future be deposited into any present or future Account, you represent that all tax-associated obligations, including but not limited to tax reporting or payment obligations, have been and will continue to be met.

If the Account is in the name of a trust, foundation, or other entity ("entity"), you make the above representation with respect to all such tax-associated obligations of all Beneficial Owners of the entity. "Beneficial Owner" is defined to mean the individual who funded the trust, foundation, or entity, whether as settlor, founder, or otherwise.

NO DEEMED ACTUAL KNOWLEDGE TO ARISE FROM POSSESSION OF A TRUST OR WILL: Notwithstanding anything to the contrary herein or elsewhere set forth, if you or any person acting on your behalf provide(s) a will, trust or copy of all or any part thereof ("instrument") to BNY for any purpose, whether or not you are or such person is a grantor, beneficiary, fiduciary or have any other role with respect to such instrument, you agree that unless BNY is acting in the capacity of trustee, personal representative, executor, agent for executor or other formally appointed fiduciary with respect to such instrument, BNY shall have no duty, responsibility, obligation or liability with respect to any provision of such instrument to any fiduciary or beneficiary thereof or any third-party.

UTMA/UGMA ACCOUNTS: As custodian or fiduciary of an Account opened under the Uniform Transfers to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA) as adopted by any jurisdiction, you agree to comply with all requirements of the applicable UTMA or UGMA law, including but not limited to the requirements that you (i) spend the Account assets only for the use and benefit of the Minor named on the Account (the "Minor") in accordance with applicable state law or as directed by the court and (ii) upon the earlier of the Minor's attainment of the applicable termination age or the Minor's death, transfer the UTMA or UGMA Account assets to the Minor, the Minor's estate or as directed by court order or applicable state law. BNY does not have any responsibility to ensure you properly perform your duties as custodian or fiduciary but may request copies of any applicable court orders.

You agree that once BNY has reason to believe that the Minor has reached the termination age under applicable law, BNY may, but is not obligated, to take any of the following actions with respect to the UTMA or UGMA Account without further consent from you: (i) limit trading in the Account to liquidating orders; (ii) prohibit further deposits into the Account; (iii) restrict withdrawals or transfers from Account other than to the Minor; (iv) communicate with the Minor or the Minor's legal representative regarding the Account by providing periodic account statements and tax statements to the Minor or Minor's legal representative; (v) accept liquidating orders from the Minor; (vi) seek clarification or direction from the appointing court if necessary; and deliver the Account assets to the Minor.

No agreement other than as stated herein has been or may be made as to the termination date of any Account under any Uniform Gift to Minors or Uniform Transfer to Minors Act and any such Account shall terminate on the termination date set forth in the account opening documentation or, if earlier, the applicable termination date permitted under governing law.

CASH SWEEP PROGRAM: When received before an applicable cutoff, BNY automatically transfers the excess cash balance in an eligible Account each Business Day into either the BNY Cash Reserve Account ("CRA"), a liquid, interest bearing deposit account held by BNY Mellon, N.A., which is insured by the Federal Deposit Insurance Corporation ("FDIC") up to the applicable FDIC limits or, alternatively, a money market fund, which is not FDIC-insured, and may be an Affiliated Mutual Fund as described above (collectively, "Cash Sweep Program"). The Cash Sweep Program allows you to earn a return on the un-invested cash balances in an eligible Account by automatically sweeping cash balances (the "Cash Sweep") to CRA or the money market fund until such balances are invested or withdrawn or are otherwise needed to satisfy obligations arising in connection with the Account. The Cash Sweep Program is automatic; you do not need to contact us to transfer funds through the Cash Sweep Program. The Account statement provides details about funds transferred through the Cash Sweep Program, including recent yield information.

BNY may change the terms and conditions of the "Cash Sweep Program" and will notify you as required. If you do not object to any such change, you agree that your continued use of the Account will constitute your consent to the change.

ADDITIONAL INFORMATION: CRA is a bank deposit product designed to accommodate short-term, residual cash balances. Interest is accrued daily on an annual basis and credited monthly at rates determined from time to time by BNY Mellon, N.A.. BNY Mellon, N.A. earns compensation on balances deposited in CRA. CRA deposits are financially beneficial to BNY Mellon, N.A., providing a stable source of funding and potentially reducing BNY Mellon, N.A.'s borrowing costs.

Interest rates for CRA:

- Are determined by BNY Mellon, N.A. in its sole discretion.
- Are variable and may change at any time, without notice or limit.
- Will be effectively reduced by CRA fees charged.
- May be higher or lower than the interest rates and annual percentage yield available to other depositors or customers of BNY Mellon, N.A. for comparable accounts or arrangements. Under the FDIC's current deposit insurance rules, funds held in bank accounts, such as CRA, may be insured up to a maximum amount of $250,000 per depositor, aggregated across all accounts held at BNY Mellon, N.A.

These rules are subject to change by the FDIC at any time. You are responsible for monitoring your total deposits at BNY Mellon, N.A. in order to determine the extent of FDIC insurance available.

USE OF DATA: Subject to BNY's Privacy Policy, BNY may (a) use your data to provide services to you, to improve services, and to communicate with you about services you may be interested in, and (b) disclose your data as required by applicable law or by proper legal or governmental authority, to service providers subject to confidentiality obligations, and to third parties as required for the proper performance of services in accordance with market practice. BNY aggregates customer data with other data on an anonymized basis such that no individual or entity or any of your transactions, positions, or activity can be identified or re-identified from the data.

C. INVESTMENT MANAGEMENT SERVICES

The following terms and conditions apply to investment management relationships, including IRAs, with BNY. In this section only, the term "Account" is limited to accounts applicable to investment management relationships.

DISCRETIONARY INVESTMENT MANAGEMENT: BNY will be responsible for all investment decisions with respect to the Account in its sole discretion, including whether to retain one or more affiliated or third-party sub-advisers to manage some or all of the Account assets. BNY, and any sub-advisor it appoints, will manage the Account in accordance with the terms of the Investment Policy Statement or equivalent document (IPS) which reflects Client's investment objectives and other factors. The IPS is developed by BNY in consultation with the Client. BNY will periodically review the Account, purchase, retain and sell securities, financial instruments and other Property, and oversee the investment management activities of any sub adviser, all in accordance with the IPS. BNY, and any sub-advisor it appoints, will invest the Property in such stocks, bonds, notes, mutual funds, collective or other pooled investment vehicles, or other property as BNY or such sub-adviser deems appropriate, including, without limitation, mutual funds, private funds, alternative investments, structured notes, derivative investments, brokerage services, lending, banking or investment businesses selected by BNY or any sub-advisor it retains. BNY or its affiliates may have an interest in a company that provides a service connected with such investment and you acknowledge and agree that the usual fees for such service may be received by BNY, or its affiliate. Neither BNY nor any affiliate it may appoint as sub-advisor will exercise such discretion to purchase, review or vote any equity securities or debt obligations issued by The Bank of New York Mellon Corporation, its subsidiaries or affiliates ("BNY Securities") and you acknowledge that neither BNY nor any affiliated sub-advisor may make any recommendations with respect to BNY Securities. To the extent BNY Securities are held in the Account, they will be held in a custodial capacity and BNY will not exercise discretion with respect to those positions

If BNY in its sole discretion retains one or more affiliated or third-party sub-advisers to manage all or a portion of the Account assets, BNY may pay a Sub-Advisory Fee to such party. Unless otherwise disclosed to Client on the fee schedule, BNY shall bear the expense of any Sub-Advisory Fee.

SOFT DOLLARS: DIRECTED BROKERAGE AND TRADE ALLOCATION:

a) Soft Dollars. In selecting brokers to execute trades for an Account, Manager will do so based on the Manager's judgment that such brokers can provide best execution of such trades. Section 28(e) of the Securities Exchange Act of 1934 provides investment managers a "safe harbor" for compensating brokers for certain research and other products and services they provide through allocations of commissions generated on trades ("Soft Dollar Products and Services"), so long as certain conditions are met. Soft Dollar Products and Services may include research and other products and services produced by affiliates of BNY that have been purchased by such brokers and, in turn, are provided by such brokers. BNY may select a broker that provides Soft Dollar Products and Services, in addition to trade execution services. Although allocating between Soft Dollar Products and Services and non-research functions may pose a conflict of interest, BNY addresses this issue by making a good faith determination based upon its actual use and other appropriate factors. The expenses for Soft Dollar Products and Services are allocated generally against all commissions generated, even if they may be used only in managing certain Client accounts. Any expense remaining after the allocation of Client commissions at the broker is generally paid directly by the Manager, but Manager may use Client commissions to pay for administrative, marketing and other support services. Although the commissions charged by brokers providing Soft Dollar Products and Services to the Manager and its affiliates may be higher than the commissions charged by another broker, BNY will use such a broker only when it determines that the commissions to be charged are reasonable in relation to the value of the brokerage and other services to be provided. As used herein, the term "commissions" includes markups, mark downs, commission equivalents and other fees paid to a dealer for executing a transaction as principal, and the term "broker" includes such a dealer.

b) Trade Allocation. In allocating purchase and sale orders, Manager may combine orders on behalf of an Account with orders on behalf of other Clients of Manager or its affiliates.

c) Directed Brokerage. Subject to Manager approval, you may by written instruction direct Manager to execute trades through one or more brokerage firms.

PROXY VOTING AND VOLUNTARY CORPORATE ACTIONS: Unless otherwise directed in writing by you, Manager will vote proxies and respond to voluntary corporate actions with respect to securities or other Property in the Account, except as stated below, in accordance with Manager's applicable policies and procedures; provided that Manager shall have no obligation or liability with respect to proxies or voluntary corporate actions, notice of which is not received by Manager at least three business days prior to the deadline for action. Manager is hereby appointed attorney-in-fact on your behalf to execute and deliver such proxies and other documentation with respect to voluntary corporate actions. You shall issue instructions to any security issuer, the custodian or any other person as is appropriate that all proxy materials or documentation with respect to voluntary corporate actions affecting securities registered in your name and related to Property in the Account shall be delivered to the Manager. Manager will not vote BNY Securities, and will not vote securities, such as shares of mutual funds, advised or sub-advised by Manager or an affiliate of Manager.

NON-CUSTODY: If the Manager is not also custodian of the Account, the following terms shall apply:

a) Custodian: Manager will not take custody of any Property, which shall be held by the custodian designated by the Client. Manager will issue settlement instructions to the Client or to the custodian. Manager shall not be responsible for the custodian's actions or the accuracy of the custodian's records.

b) Statements: BNY shall, not less than quarterly, provide an Account statement to you that specifies all debits, credits and transactions in the Account, including those initiated by any sub-adviser, during the period. You acknowledge that it shall

be the responsibility of the third-party custodian to issue periodic statements with respect to the Property in each Account. You acknowledge and agree that the statements from the custodian be the official record of the Account, and that the Manager's statement is provided for convenience only and is at all times subject to the information in the custodian's statements. You acknowledge that a Manager statement will show the approximate market values for all securities which are publicly traded on recognized markets, obtained by Manager from sources believed (but not guaranteed) to be reliable. Any information reported with respect to non-publicly traded assets in an Account may reflect information obtained from sources identified either by you or Manager, may be updated infrequently, and are neither verified nor guaranteed to be accurate by Manager. Valuation of private funds held in the Account will be determined by reference to the fund administrator's records. Information included in Manager's statements reflects information obtained from Manager's portfolio management system and may not have been reconciled with the information contained in the official records concerning such Account, which are maintained by custodian. Therefore, the information contained in statements provided by Manager is for your general informational use only and should not be relied upon if it differs in any material respect from the information contained in the records of custodian.

c) Distributions: Any arrangement or instruction with respect to distributions of Property or Account income in the Account must be made between you and your custodian and subject to advance notification to BNY in a manner reasonably anticipated to be received the same day that you are made aware of such occurrence (by e-mail or calling BNY at the phone number stated herein) (for purposes of this paragraph, "Notice"). You agree not to issue trade or settlement instructions to your custodian verbally, in writing, or utilizing any online system unless you obtain our prior written approval. All instructions to transfer Property into or out of the Account must be directed first to BNY. You agree that you will not consent to any pledge on Property in the Account and will provide Notice to BNY in the event you become aware of any lien or impairment on the Property in the Account. If your account with the custodian is subject to a margin call, capital call, or any forced liquidation, you agree to provide Notice to BNY.

d) Fees: You hereby agree that all proper fees owed to Manager shall be charged by invoice submitted directly to custodian on your behalf and you agree the invoice shall instruct custodian to pay such fees upon receipt. Invoices submitted to custodian will be charged first to the Account. If there is insufficient Property in the Account, you hereby agree to pay such charges to Manager directly.

e) Class Actions: Manager shall have no obligation to render advice, file any claim or take any other action on your behalf with respect to any class action litigation, arbitration, bankruptcy, settlement or other legal proceeding involving any securities held in the Account.

INCOME AND PRINCIPAL DISBURSEMENTS; CASH SWEEP; PAYMENT OF FEES: BNY will collect income paid to you from the Property and manage the income in accordance with your instructions in the Application section of this Agreement, as those instructions may be modified in writing from time to time. In the absence of instructions to the contrary, BNY may make transfers from cash in the Account (whether income or principal) or sell Property to cover any overdrafts resulting from your instructions or routine costs, expenses, or fees. Where necessary or at our discretion, BNY will use reasonable efforts to keep principal and income cash balances in excess of $1.00 invested which may included accounts maintained at BNY Mellon, N.A., and/or in other short term investment vehicles, as described in the "Cash Sweep Program" section of this Agreement. All the proper charges under this Agreement shall be charged against any Property in the Account. In the event there is insufficient Property, you will pay such charges directly.

CROSS TRADES: BNY may, with respect to two or more Clients, match any buy and sell orders in the same security in an arms-length transaction, as permitted by applicable law or regulation, when we believe this is in the best interest of both Clients ("cross-trade"). Generally, cross-trades are beneficial to both Clients; however, they could result in more favorable treatment to one Client over the other. Cross-trades involve advising Clients on both sides of the transaction. Where a Client has a need to sell a bond and another Client has a need to purchase the same bond, BNY will solicit bids in accordance with its written policies.

Clients also may opt-out of participating in cross-trades at any time by providing advance written notification to us. Accounts excluded from cross trading may not: (i) receive the benefit of potentially lower transaction costs of doing a cross-trade versus trading in the open market, and (ii) receive the same price as Clients participating in cross-trade.

Cross-trades may also be used to enable two Clients to engage in tax loss harvesting. Cross-trades in fixed income securities are executed by BNY based on pricing provided by a third-party valuation vendor. Please note that BNY will apply the tax managed feature to your account on a best-efforts basis, where available; however, trades are subject to market conditions and availability and, consequently, not every account loss may be realized.

To help ensure we are meeting our fiduciary obligations for both the selling and buying Client, we have established policies and procedures reasonably designed to ensure that:

- The trades adhere to applicable Client contractual restrictions and limitations, investment objectives and guidelines for those Client accounts involved in the cross.
- The trades adhere to BNY's applicable trading and trade allocation policies. The trades are consistent with applicable federal and securities laws.
- Transaction prices are based upon a pricing mechanism designed to identify prices that satisfy the above criteria, including being consistent with applicable laws.
- Where applicable, trades may be processed through broker-dealers not affiliated with BNY.

Past performance is not a guarantee of future results. BNY cannot guarantee future financial results.

NON-MANAGED ASSETS: Notwithstanding anything contained herein to the contrary, if you direct BNY in writing to hold Property in the Investment Management Account without being subject to BNY's investment management responsibilities, BNY may require

you to first open a BNY Custody Account to hold such Property. In such event, BNY shall have no responsibility or duty to purchase, sell, review, vote proxies or otherwise manage such assets.

D. CUSTODY SERVICES

The following terms and conditions apply if BNY Mellon, N.A. or BNY Mellon Trust of Delaware will serve as custodian for any of your Accounts. In this section only, the term "Account" is limited to custodial accounts:

SAFEKEEPING NOMINEES: BNY will provide safekeeping for all Property delivered to the Account and hold such Property in nominee name, in bearer form, in book entry form, in a clearing corporation or in a depository (including any corporate affiliate of BNY or an unaffiliated third party), so long as its records clearly indicate the assets held. BNY may appoint third party or affiliated agents, sub-managers or depositories to hold part or all the Property. Unless otherwise agreed, within a reasonable time, BNY will convert all funds received in foreign currency to U.S. Dollars at a rate established by the Bank. BNY or an affiliate may, as principal, effect such transactions. If you supply all required documentation, BNY will make reasonable efforts to reclaim foreign taxes withheld on foreign dividends collected. Except with respect to uninvested cash as described in the "Cash Sweep Program" section of this Agreement, BNY shall at all times: (a) keep Property custodied with BNY segregated from the general assets of BNY and (b) separately identify such Property as belonging to Client in BNY's accounting records. You authorize BNY to sign on your behalf all declarations, affidavits, and certificates of ownership required to collect income and principal payments in connection with this Agreement and generally to take all action, whether expressly authorized, which BNY may deem desirable or necessary for the accomplishment of any of the purposes of this Agreement. Regarding securities as to which there is a default, BNY has no duty or responsibility to collect distributions, to give notices, to make demands or to take other corrective action.

INCOME AND PRINCIPAL DISBURSEMENTS; OVERDRAFT COVERAGE SWEEP: Custodian will collect income paid to you from the Property, and remit net income and make principal and income disbursements in accordance with your or Advisor instructions. If the disbursement would create an overdraft or increase an existing overdraft in the Account, Custodian may, in its sole discretion, but shall not be obligated to, make the disbursement. If any amounts are owed to Custodian for advances of funds to the Account for disbursements, the settlement of securities transactions, or for any costs, expenses, interest, fees or other amounts owed to Custodian, Custodian shall be authorized to charge such amounts to the Account and reimburse itself from any Property in the Account (whether income or principal). During the period that any such overdraft, advance, or other amount shall remain outstanding, Custodian shall be entitled to charge interest on the sums advanced at a rate equal to the rate established from time to time by Custodian for such purposes.

If the Account has insufficient cash to make such payments, Custodian is authorized to liquidate the assets of the Account to the extent necessary to permit such payments; provided, however, that Custodian shall use reasonable efforts to obtain and follow your or Advisor direction as to which assets to liquidate. If Custodian does not receive such direction within a reasonable time (not to exceed twenty-four (24) hours), Custodian may in its discretion liquidate such assets to the extent necessary to obtain reimbursement of all amounts owed to Custodian. Unless you or Advisor direct otherwise, Custodian will use best efforts to keep principal and income cash balances in excess of $1.00 invested in short term investment vehicles.

STATEMENTS: BNY will at least quarterly:

a) Send itemized statements to you and any Advisor, specifying all debits, credits and transactions in each Account during the statement period.

b) Provide you and any Advisor with a list of the Property in each Account showing maturities and approximate market values for all securities which are publicly traded on recognized markets, obtained by BNY from sources believed (but not guaranteed) to be reliable.

c) Any information reported with respect to non-publicly traded assets and/or property in the Account held by others may reflect information obtained from sources identified either by you or Advisor or BNY, may be updated infrequently, and is neither verified nor guaranteed to be accurate by BNY. You acknowledge the information concerning the market value of non-publicly traded assets may not be relied upon for any purpose without separate written approval or consent from BNY. BNY will endeavor to provide information regarding calls, exemptions, retirements, tender and conversion privileges, and subscription rights with respect to such assets.

BNY will maintain a record of tax basis including information provided by you or Advisor.

CLASS ACTIONS: Unless otherwise directed in writing by you, BNY will use reasonable efforts to file claims in response to notices received by BNY in connection with class action litigation, arbitration, bankruptcy, settlement or other legal proceeding involving any securities held in the Account, in accordance with BNY's applicable policies as in effect from time to time. BNY shall be entitled to additional compensation for the filing of any such claim and shall be entitled to deduct such compensation from any claim proceeds, before depositing the balance of any such proceeds into the Account. BNY shall have no obligation to render advice, file any claim or take any other action on your behalf with respect to any claims which relate to time periods during which BNY did not have custody of the securities involved in such claim.

INVESTMENT MANAGER: You or your Advisor may appoint and remove one or more investment managers (each, an "Investment Manager") for such portion of the Account as you shall designate to BNY in writing. If BNY is not the Investment Manager, the Investment Manager shall furnish BNY with a written list of the names and signatures of the person(s) who are authorized to represent the Investment Manager. BNY may deal with any such authorized person or an Investment Manager until notified otherwise in writing but may require such person to provide such assurances and protections as BNY, in its sole discretion, may require. BNY shall be under no duty to question any direction of an Investment Manager with respect to the portion of the Account over which such Investment Manager has authority, to review any property held in the Account, to make any suggestions with respect to the investment and reinvestment of the assets in the Account, or to evaluate or question the performance of any Investment Manager. For

the avoidance of doubt, you hereby agree that any Investment Manager unaffiliated with BNY shall be deemed by BNY to have broad authority to transfer cash or securities positions between and among one or more Accounts maintained by you and held in the same name at BNY to the extent the Investment Manager is the named Investment Manager of such Accounts. You further agree that the authority of any such Investment Manager over your Account(s) is determined by agreement between you and the Investment Manager and that BNY is not privy to such agreement and has no duty of inquiry. You agree that Investment Manager shall have inquiry only access to your Accounts via BNY's online access platforms.

ADVISOR: You may appoint and remove one or more advisor (an "Advisor"), with respect to the Account as you shall designate to BNY in writing. Unless limited by you or Advisor in writing, the Advisor shall be authorized to direct BNY on your behalf in connection with the Account(s), obtain information about the Account(s), and otherwise act as your agent with respect to the Account(s), and to terminate or close the Account; provided that the Advisor shall have no power to send Monetary Disbursements (as defined in this Agreement), unless named in Paragraph 2 of the "Designation of Authorized Person" section of the Application. The Advisor shall furnish BNY with a list of the names and signatures of the person(s) authorized to represent the Advisor. BNY may deal with any person so identified by you or an Advisor until notified otherwise in writing but may require such person to provide such assurances and protections as BNY, in its sole discretion, may require. BNY shall be under no duty to question any direction of an Advisor with respect to the portion of the Account over which such Advisor has authority, to review any property held in the Account, to make any suggestions with respect to the investment and reinvestment of the assets in the Account, or to evaluate or question the performance of any Advisor. You agree that Advisor shall have inquiry only access to your Accounts via BNY's online access platforms.

INVESTMENT MANAGER AND ADVISOR FEES: You authorize BNY to pay your Investment Manager and Advisor fees in accordance with written instructions, including which assets are to be sold to pay such fees, provided that the sale of any such assets and payment of such fees are to be reported on your Account statements. BNY shall have no obligation to verify or review the accuracy, correctness or validity of the amount set forth on any such written instructions.

PROPERTY HELD BY OTHERS: If directed by you or Advisor and agreed to by BNY, BNY will include your property held by others in the Account statement. BNY may rely on information regarding such property received from others holding the property or from you. You or Advisor shall provide BNY with specific instructions for reporting the value of such assets required for any reports or statements to be provided by BNY. You or Advisor shall provide BNY with appropriate tax status and other tax related information with respect to your property held by others. You hereby represent to BNY the existence of all such property and ownership by you. To the extent BNY agrees, its sole responsibility, unless otherwise agreed to in writing, shall be to reflect on its books the information that it has received from you or such third-party with respect to such property. Such information is neither verified nor guaranteed to be accurate by BNY and may not be relied upon for any purpose by you or any third-party without separate written approval or direction from BNY. BNY shall not be responsible or liable for any losses or damages suffered by you or any third-party arising as a result of the insolvency of any entity that has custody, control, investment authority or investment discretion of property reflected in the Account, but not held by BNY. BNY shall have no responsibility or duty with respect to the investment performance of any property held by others, to make recommendations regarding the retention of such assets, or to purchase, sell, review, price, vote proxies, inspect, insure or otherwise manage property held by others. This Section shall survive the termination of this Agreement.

ACCOMMODATION TRADES: At BNY's discretion, BNY may accept orders from you, Advisor or Investment Manager designated in the Application section of this Agreement for securities transactions on an accommodation basis consistent with Rule 760 of Regulation R (12 CFR 218.760; 15 CFR 247.760) and, to the extent it accepts such orders, is authorized to execute such orders through an affiliated broker provided such execution is at competitive rates.

PURCHASE, SALES, RECEIPT'S, DELIVERIES: BNY, as Manager and Custodian, will buy, sell, and take any and all actions necessary to execute and settle transactions in securities, futures and/or option contracts, foreign exchange or foreign exchange contracts. Unless otherwise notified in writing, BNY may execute purchases and sales through its affiliated brokerage service provided such execution is at competitive rates. Any broker or dealer executing transactions on behalf of the Account may receive reasonable commissions based on the value of the brokerage and/or research services provided, viewed in terms of a particular transaction or BNY's overall responsibilities to the Account or its other Clients.

TRANSACTION SETTLEMENTS: If BNY is Custodian only, BNY will, at the direction of you, Advisor or Investment Manager, take any and all actions necessary to settle transactions in securities, futures and/or option contracts, foreign exchange or foreign exchange contracts.

PROXY VOTING: Where BNY serves only as Custodian, you, Advisor or Investment Manager will direct BNY as to whether you, Investment Manager or other third party will make discretionary decisions regarding voting proxies and you will cause the proxy voting materials to be delivered to such party as set forth in the Application section of this Agreement.

CORPORATE ACTIONS: BNY will act in accordance with industry practice to receive information concerning corporate actions that is publicly available or provided to BNY.

As permitted by regulation, BNY (a) will attend to mandatory corporate actions, collect proceeds of securities which mature or are called as they come to BNY's attention, (b) will sell all fractional shares received and credit all stock dividends to principal, and (c) is authorized to execute sales through its affiliated broker/dealer, provided such execution is at competitive rates.

Where BNY serves only as Custodian, BNY will promptly notify the Client or its Authorized Persons of voluntary corporate actions impacting the Account. Such notice will clearly identify the timeframe in which Client or its Authorized Person must provide Instructions relating to such corporate action. BNY will act in accordance with such Instructions. If the Client or Authorized Per-

son fails to provide BNY with Instructions within the timeframe set out in the notification, BNY will not take any action, except as otherwise agreed in writing by BNY and the Client or Authorized Person (including pursuant to a standing Instruction) or as may be set forth by BNY as a default action in the notification it provides with respect to the corporate action. The deadline set by BNY for receipt of Instructions from the Client or Authorized Person shall not precede the deadline set by the issuer or its agent by more than a reasonable period of time. If the Client or Authorized Person fails to provide BNY with Instructions within the timeframe set out in BNY's notice, BNY shall use commercially reasonable efforts to act on Instructions received after such deadline but before the deadline set by the Securities Depository to the extent possible.

ENVIRONMENTAL LIABILITY: Notwithstanding any other provision of this Agreement, BNY shall have no responsibility or discretion with respect to the ownership, management, administration, operation or control of any real estate properties, mortgages, leases or other interests now or hereafter held in the Account, including without limitation responsibility for or in connection with any of the following conditions which now exist or may hereafter be found to exist in, under, about or in connection with any real estate held in the Account or any interest in any trust, partnership or corporation: (i) any violation of any applicable environmental or health or safety law, ordinance, regulation or ruling; or (ii) the presence, use, generation, storage, release, threatened release, or containment, treatment or disposal of any petroleum, including crude oil or any fraction thereof, hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (CERCLA) or hazardous, toxic or dangerous substances or materials as any of these terms may be defined under any federal or state law in the broadest sense from time to time. Notwithstanding anything to the contrary herein or elsewhere set forth, to the extent permitted by law, BNY shall be indemnified by you, to the extent not paid from assets of the Account, from and against any and all claims, demands, suits, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from or in connection with any matter relating to conditions in subsections (i) or (ii).

E. DEPOSIT SERVICES

The following terms and conditions apply if opening a deposit account, including a certificate of deposit with BNY Mellon, N.A. In this section only, the term "Account" is limited to deposit accounts.

DEPOSITS: All deposits are accepted subject to our verification and final inspection and will not be credited to your Account until received and processed by us. We may refuse to accept any item, at our discretion. We may accept for deposit all items made payable or endorsed by you regardless of whether those items bear your endorsement. You guarantee to us the payment of any deposited item. You agree to accept our accounting of the amount of any deposit of cash, checks, and any other items. All deposits must be in a format that meets all applicable legal requirements.

COLLECTION OF DEPOSITED ITEMS: We may deduct the amount of an item deposited to your Account from your Account if we receive notice that the item has not been paid. You agree that we can notify you of the return in your Account statement. We have the right to (a) charge any of your Accounts if an item deposited to your Account is dishonored, returned, or not paid even if we have not sent you notice of the dishonor, return or nonpayment; (b) charge an unpaid item against your Account even if we could have made a claim for reimbursement on the item from the bank on which the item was drawn or from another bank; (c) charge an item against an Account even if the charge results in an overdraft; and (d) forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own gross negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board.

OWNERSHIP: If any Account is held by more than one individual, unless specified otherwise, the Account shall be owned by you either as Joint Tenants with Right of Survivorship or as Tenants by the Entireties. Upon the death of either joint tenant, the survivor(s) shall be the sole owner(s) of the Account and any funds in the Account. Any joint tenant may withdraw any funds in the Account at such joint tenant's request, at any time. Each joint tenant is liable for the amount of any overdraft regardless of which joint tenant requested the withdrawal or benefited from the proceeds. We may permit any withdrawal request at the order of any joint tenant.

If any Account is held In-Trust-For, monies in such Account may be withdrawn by the Account Owner, whether before or after the death of any of the beneficiaries. Upon the death of the Account Owner (or the last surviving Account Owner, if this Account has more than one Account Owner), the balance of the Account shall be divided into equal parts which shall then be paid to each beneficiary then living. If none of the beneficiaries are living, the balance of the Account shall be paid to the estate of the last surviving Account Owner.

WITHDRAWAL REQUESTS: If you request a transfer of funds in an amount greater than an authorized limit or available funds in the Account, we may refuse to make the transfer or make the transfer and overdraw the Account. We may process all transfers of funds in any order, including from highest dollar amount to the lowest dollar amount.

ACH AND WIRE TRANSFERS: When you originate a funds transfer, you will identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary. We and every receiving or beneficiary institution may rely on the identifying number to make payment, even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

ACH TRANSACTIONS: Your Accounts may be credited by an ACH entry or debited by an ACH debit entry originated by you or a third party. ACH credits are provisional until we receive final settlement. If we do not receive final settlement or payment for any of these credits, we will charge the amount of the credit for which

we did not receive final settlement or payment against your Account. We may charge any of your Accounts if adequate funds are not available in the Account that was credited. We are not required to notify you of any ACH credit or debit entry.

INTERNATIONAL ACH TRANSACTIONS: If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

STOP PAYMENTS: If you orally request a stop payment be placed on a check you have written or a preauthorized transfer, you must provide a written confirmation within fourteen (14) days of making the request. If you fail to confirm an oral stop payment request in writing within fourteen (14) days, we may cancel the request. To request a stop payment, provide the Account number, check number, date of the check, payee name, and item amount. A minimum of one Business Day is required from the Business Day we receive your request for a stop payment to become effective. Stop payments are effective for six (6) months. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not been paid.

STALE, OVERDRAFT OR POSTDATED CHECKS: We may pay, and we will not be liable for, any item even if: 1) the item is dated after the date paid; 2) the item is presented for payment more than 6 months after its date; 3) a stop payment previously requested has expired; 4) the item contains language that purports to make it void before the time it was paid; or 5) the item contains other language that purports to establish conditions under which it may be paid.

CHECK SAFEKEEPING: Canceled checks, if available on your Account, will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide a copy of a check at your request, our liability is limited to the lesser of the face amount of the check or the actual damages sustained by you. We may charge a fee if you request a copy of a check.

SUBSTITUTE CHECKS: Unless we specifically agree otherwise, you may not deposit substitute checks (as such term is defined under Regulation CC of the Board of Governors of the Federal Reserve System, 12 CFR Part 229) to your Accounts. If you deposit a substitute check, you agree to make all representations and warranties to us that we would make under applicable law and regulation by processing such substitute check. In addition, if you deposit a substitute check, you agree to hold us harmless and indemnify us from any liabilities, losses, claims or damages, including reasonable attorney's fees, we incur as a result of processing such substitute check.

HOLD ON OTHER FUNDS: If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account. The funds in the other account will then not be available for withdrawal until the time periods that are described in the Funds Availability Policy provided in this Agreement for the type of check that you deposited.

STATEMENTS: If your Account is a Checking, Checking with Interest, Money Market, or Savings account, we will provide a periodic statement showing the Account activity to you. The Account holder who receives the statement is the agent for their co-Account holder(s) for purposes of receiving the statement and items. You must notify us within thirty (30) days after we mail or otherwise make the statement available to you of any discrepancies or concerns, except for transfers governed by the Electronic Banking Disclosures. If you fail to notify us, you agree that you have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Electronic Banking Disclosure will control its resolution.

SIGNATURES: Your signature on the Account opening documents and any amendments is your authorized signature. You authorize us to charge you for all checks, drafts, or payment orders drawn on us, regardless of the method used to affix signatures, as long as the signatures match the facsimile signature specimen in our files. For withdrawal and for other purposes relating to any Account, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

Because most checks and other items are processed automatically, i.e., without individual review of each check or item, unless we agree in a separate writing, to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) you or we may suffer or incur as a result of this practice.

FOR SAVINGS/MONEY MARKET ACCOUNTS/CERTIFICATES OF DEPOSIT ONLY: We have the right to require seven (7) days prior written notice from you if you intend to withdraw any funds from your account.

COMMERCIAL ACCOUNTS: You agree that commercial Accounts will not be used for personal, family or household purposes.

FOR TOTAL WEALTH SAVINGS ACCOUNTS ONLY: Deposit Requirements: Your Total Wealth Savings account can only be funded and maintained with new external funds transferred from a third-party institution that is not affiliated with BNY Mellon, N.A. or any of its affiliates. You may not transfer funds to your Total Wealth Savings account from any accounts held at BNY Mellon, N.A. or its affiliates. If you transfer funds from any accounts held at BNY Mellon, N.A. or its affiliates to your Total Wealth Savings account, we will send you a notice requiring you to transfer such funds from your Total Wealth Savings account within thirty (30) calendar days. If you do not transfer such funds, we will convert your Total Wealth Savings account to a Personal Savings or Business Savings account, as applicable, at the interest rate in effect for that product.

BALANCE TIERS: The Total Wealth Savings account is a tiered, variable rate account. Your balance earns the interest rate in effect each day for the balance tier associated with your end-of-day balance.

ATM/Debit Cards are NOT available on the Total Wealth Savings account.

TRANSACTION LIMITATIONS: You are limited to four (4) withdrawals from your Total Wealth Savings account each month, which is measured by your monthly statement period. Withdrawals include: wire transfers; transfers initiated by phone or personal computer; and overdraft protection transfers. If you exceed this withdrawal limit in any two (2) months during any twelve-month period, we will convert your Total Wealth Savings account to a Personal Savings or Business Savings account, as applicable, upon notice to you.

We have the right to require seven (7) days prior written notice from you if you intend to withdraw any funds from your Total Wealth Savings account.

DISCLOSURE OF AMOUNTS EARNED BY BNY ON BANK DEPOSITS

Amounts held by BNY in its deposit accounts are included on BNY's balance sheet and represent an obligation to the depositor. While BNY earns compensation related to deposit accounts, it does not track the use or application of specific Client or account balances. Funds are typically placed in a BNY deposit account as an investment of cash.

DEPOSIT ACCOUNTS FOR INVESTMENT OF CASH: Amounts held by BNY in its deposit accounts are subject to the deposit terms and conditions for the type of account. The difference between what BNY earns in its proprietary capacity on the assets in its deposit accounts and the expenses directly related to those accounts, including the interest that BNY pays to its depositors, is called net interest revenue and is received as compensation by BNY.

For incremental U.S. dollar balances invested on a short-term basis, the gross return earned by BNY prior to any deduction for expenses most closely approximates the Federal Funds Effective Rate. This rate can be used to estimate BNY's gross earnings by taking the amount of the deposit times the Federal Funds Effective Rate divided by 360 days times the number of days the funds are on deposit.

For longer term balances BNY may modify its net interest revenue on a portfolio basis through the application of capital and the employment of various risk techniques

BNY'S PROCEDURES WITH RESPECT TO THE RECEIPT OF FUNDS: BNY's practice is to allocate cash received to the appropriate account as soon as practical. All deposits are allocated on the date received. All deposits made at an ATM are allocated on the date received if received before the ATM's cutoff time and the next Business Day if received after the ATM's cutoff time. All deposits mailed to BNY will be allocated on the date received. All incoming ACH credits and wire transfers are directed to a central facility that promptly records receipt of incoming ACH credits and wire transfers and dollar amounts. Once BNY has begun processing the ACH credit or wire transfer and completed our internal reviews, we will apply the transaction to the Account and update the available balance on the transfer's effective date. Incoming ACH credits or wires which correctly identify the destination account and of which BNY received notice in accordance with its NACHA or wire notification procedures, as applicable, are directed to the appropriate account. If, however, an incoming ACH credit or wire does not clearly identify the destination account or BNY is not notified of the wire in a timeframe consistent with the applicable NACHA or wire notification procedures, a delay in crediting the amount to the account may result. During that period, BNY endeavors to identify the destination account and properly direct the funds as quickly as it can. Generally, BNY will return funds to the sender if the wires remain "unmatched" after a period of time.

FUNDS AVAILABILITY POLICY

BNY's policy is to delay the availability of funds you deposit in your Account. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written or to pay debits or transfers that you have authorized.

In this section, "Account" means all deposit accounts other than money market accounts. "State or local government" means the government of the state in which we are located or a unit of general local government located in that state. The term "checks" does not include checks not payable in United States money or checks drawn on offices of organizations or banks outside of the United States.

DETERMINING THE AVAILABILITY OF A DEPOSIT: The length of the delay is counted in Business Days from the day of your deposit. Business Day means every day except Saturday, Sunday, and a federal holiday. Mail deposits are considered to be received on the day mail is delivered to us for processing. The length of the delay varies depending on the type of deposit and is explained below.

	CONSUMER ACCOUNTS
Same Day Availability	Electronic direct deposits and wire transfers
Next Day Availability	U.S. Treasury, Federal Reserve Bank, and Federal Home Loan Bank checks; U.S. Postal Service money orders; traveler's checks if your account is considered a new account; checks drawn on us; and other checks at our option
Other Check Deposits	The first $5,000 from a deposit of checks will be available on the first Business Day after the day of your deposit. The remaining funds will be available on the second Business Day after the day of your deposit.

	COMMERCIAL ACCOUNTS
Same Day Availability	Electronic direct deposits and wire transfers
Next Day Availability	U.S. Treasury, Federal Reserve Bank, and Federal Home Loan Bank checks; U.S. Postal Service money orders; traveler's checks if your account is considered a new account; checks drawn on us; and other checks at our option
Other Check Deposits	The first $300 from a deposit of checks will be available on the first Business Day after the day of your deposit. The remaining funds will be available on the second Business Day after the day of your deposit

DEPOSITS AT AUTOMATED TELLER MACHINES: You may be permitted to make deposits at ATMs. Funds from these deposits (whether cash or checks) will be available on the second Business Day after the day of your deposit. Deposits to ATMs are also governed by the rules in the "Longer Delays" sections of this policy.

LONGER DELAYS FOR GENERAL REASONS: In some cases, we will not make all of the funds that you have deposited by check available at the times stated above. Depending on the type of check that you deposit, funds may not be available until the fifth Business Day after the day of your deposit. However, (except for the rules for new Accounts described below) the first $5,000 of deposits to a consumer account or the first $300 of deposits to a commercial account will be available on the first Business Day after the day of your deposit.

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time we receive your deposit. We also will tell you when the funds will be available at that time. If you need to know when the funds from a particular deposit will be available, you should contact your Relationship Manager.

LONGER DELAYS FOR SPECIFIC REASONS: In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- There is an emergency, such as failure of communications or computer equipment.

You will be notified if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit but could be delayed longer.

SPECIAL RULES FOR NEW ACCOUNTS: If you are a new customer, the following special rules may apply during the first 30 days after your Account is opened. We will tell you if they do. Funds from electronic direct deposits will be available on the same Business Day as the day of deposit. Checks drawn on us, funds from wire transfers and deposits of U.S. Postal Service money orders and U.S. Treasury, Federal Reserve Bank, Federal Home Loan Bank, cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. Funds from all other check deposits will be available on the ninth Business Day after the day of your deposit.

HOLD ON OTHER FUNDS: If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. In some circumstances (for example, if we place a hold on funds in a savings or money market account), we may withhold the availability of these funds for a longer period than is noted above.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

F. FUNDS TRANSFER ADDENDUM

Each Client designated in the Agreement to which this Funds Transfer Addendum is incorporated authorizes BNY to make funds transfers from your accounts upon the terms and conditions described below.

These terms and conditions supersede all prior versions and cover any and all deposit, loan, custody, mutual fund, cash management access or investment management accounts opened now or in the future, either held individually or jointly, that you establish with BNY. Prior designation of an Authorized Person with respect to any account shall remain in full force and effect until you notify BNY in writing to the contrary.

SECURITY PROCEDURES

CALL BACK SECURITY: When contacting your BNY representative, BNY placing a confirming call to you or an Authorized Person at a phone number we have on file will be considered the default security procedure. You may request Monetary Disbursements in writing, in person, electronically, by phone or facsimile. If the authority of an Authorized Person is limited and the amount of the Monetary Disbursement exceeds such limit of authority, then we will contact either you or another Authorized Person with the appropriate level of authority to verify the Monetary Disbursement.

WEALTH ONLINE SECURITY PROCEDURE: When completing transactions through BNY Wealth Online ("Wealth Online"), your use of authentication measures, such as, User IDs, passwords, and one-time passcodes will be considered the default security procedure and will be considered commercially reasonable for the nature of your business.

BNY Wealth utilizes reasonable security technologies to protect sensitive information. If others have access to your computer or your User ID and password, passcode, or other security device or identifier, they may be able to access this information. You should keep any correspondence you receive relating to BNY Wealth Online or the services provided thereunder (including, but not lim-

ited to, your User ID, passwords, other registration information, e-mails, order information, or any other information) confidential and in a safe place.

You will be responsible for the confidentiality and use of the authentication IDs and processes. You agree to notify us immediately if you become aware of any loss, theft or unauthorized use of your User ID, password or any authentication device.

We may make recommendations to you regarding security with respect to Wealth Online, however, you agree that we do not guarantee that any particular security procedure cannot be compromised, and we have no obligation to make any security recommendations or to further instruct you regarding security or the manner in which you use Wealth Online, however accessed.

REPETITIVE TRANSFERS SECURITY PROCEDURE: You may establish a Security Procedure for repetitive transfers to a named beneficiary's account at a designated receiving bank by identifying, in writing, the Account to be debited, frequency, and the destination of such transfers. Monetary Disbursements executed pursuant to this Security Procedure will be initiated automatically according to the instructions provided by you as to the Account to be debited, the frequency, and destination. When Monetary Disbursements are initiated automatically pursuant to your instructions, we shall not take any additional actions to verify such Monetary Disbursements. You are responsible for supplying BNY with the information necessary in order to set up repetitive transfers and for keeping such information current.

OPERATING PROCEDURES: You direct BNY to process all Monetary Disbursements based on bank identification numbers and account numbers you provide to us. BNY and the beneficiary's bank shall be entitled to make payments on the basis of such bank identifying and/or account numbers, even if such numbers identify a person different from the beneficiary designated by you or an Authorized Person with respect to such Monetary Disbursement or other funds transfer request. BNY shall have no duty to detect any such inconsistencies and shall resolve any inconsistencies between a recipient's name and the account number identified in the Monetary Disbursement or other funds transfer by using the account number. We may reject any Monetary Disbursement or any funds transfer request for any reason. You agree each Monetary Disbursement or funds transfer request must contain all the data required by us or we may reject it. BNY is not responsible for verifying ownership of an intended recipient's account, or for detecting any error by you or any Authorized Person in a Monetary Disbursement or funds transfer request.

By forwarding Monetary Disbursements to BNY, you agree that we may use any established wire transfer network, funds transfer system or intermediary bank, if applicable, or our own facilities that we, in our sole discretion, deem appropriate. You acknowledge that if we select an intermediary bank, it will be acting as your agent. You acknowledge that Monetary Disbursements accepted by BNY shall be subject to the rules, regulations or bylaws governing the particular wire transfer network or funds transfer system used by BNY except when they are in conflict with this Agreement.

If we do not receive the Monetary Disbursement before 2:30 p.m. on a Business Day, the Monetary Disbursement may be processed on the next Business Day. We will attempt to notify you if the Monetary Disbursement is rejected.

You may not be able to cancel or amend a Monetary Disbursement or any other funds transfer request once we have received it.

ADDITIONAL LIMITATIONS ON LIABILITY AND INDEMNIFICATION: Except as provided by law, BNY shall not be liable for your or an Authorized Person's acts or omissions, including without limitation, errors as to the amount, accuracy, timeliness of transmittal or due to the authorization of any person purporting to act on behalf of you or an Authorized Person. BNY shall not be liable for the acts or omissions of any other person or entity, including without limitation any Federal Reserve Bank, any transmission or communications facility, any funds transfer system, any receiver or receiving depository financial institution, and no such person or entity shall be deemed to be BNY's agent. You agree to indemnify BNY and to hold BNY harmless from any cost, liability or expense (including reasonable attorneys' fees) arising out of any claim by a third party with respect to any Monetary Disbursement or funds transfer request, including without limitation any claim of any person that BNY is responsible for any act or omission by you or an Authorized Person. In no event shall BNY be liable for any consequential, special, punitive or indirect loss or damage or legal costs or attorneys' fees that you may incur in connection with this Agreement, including without limitation, any loss or damage from subsequent wrongful dishonor resulting from BNY's acts or omissions pursuant to this Agreement. You agree BNY shall not be liable for any failure to act or delay caused by legal constraint, interruption of transmission or communication facilities, equipment failure, terrorism, war, emergency conditions or other conditions beyond our control.

Except as set forth in "Regulation E Notice" below, you agree to notify BNY of any unauthorized Monetary Disbursement or funds transfer request, any discrepancy between your records and the information shown on any account statement or data provided to you by BNY, or of any objection to a Monetary Disbursement or funds transfer request within fourteen (14) Business Days of receipt of an account statement or other data provided to you from BNY. If you fail to notify BNY within such time limit, we will not be liable for any loss of interest or other damages with respect to a Monetary Disbursement or funds transfer request that is unauthorized, incorrect or otherwise improper.

OVERDRAFTS/REPAYMENT: If the Monetary Disbursement or other funds transfer would create an overdraft or increase an existing overdraft in the Account, BNY may, in our sole discretion, but shall not be obligated to, make the disbursement. If BNY, in our discretion, chooses to honor the request, you agree that we may charge your Accounts for any Monetary Disbursement or funds transfer request and may execute a Monetary Disbursement or funds transfer request. You agree to reimburse BNY immediately for the amount of Monetary Disbursements or funds transfer requests made on your behalf to the extent that funds in your Accounts are insufficient and to repay any such overdraft. You authorize BNY to transfer funds in the amount of any overdraft from any of your other Accounts to pay the overdraft and any fees assessed. Further, you authorize BNY to liquidate assets in any of your Accounts to the extent necessary.

COMMERCIALLY REASONABLE: By requesting a Monetary Disbursement, you agree to consider the security procedure to be a commercially reasonable method of providing security against unauthorized Monetary Disbursements.

CONFLICTS: If there is a conflict between this Agreement and any other account agreement(s) used to open and maintain Accounts that you have with BNY, the terms of this Agreement shall prevail, except for Monetary Disbursements processed through Treasury Edge, Business Electronic Banking and Wealth Online.

REGULATION E NOTICE: To the extent there is a conflict between the terms of this Agreement and Section 919 of the Electronic Fund Transfer Act (15 U.S.C.1693o-1) and any of its implementing regulations (collectively referred to as "Regulation E") the terms of Regulation E shall prevail as to any funds transfer covered by Regulation E ("Covered Transfer") as evidenced by the appropriate disclosures given to you in connection with a Covered Transfer.

MISCELLANEOUS:

- You authorize BNY to record any phone conversations with you.
- If we do not enforce any specific term of this Agreement, including the Security Procedures, this shall not be deemed a waiver of our right to enforce any such term in the future.
- You assume the risk of all fluctuations of exchange rates or availability of currency.
- You agree to be responsible for all tariffs, or taxes imposed by any governmental authority on any Monetary Disbursement or funds transfer request.

BNY

Consumer Privacy Notice

FACTS WHAT DOES BNY DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number ▪ Assets ▪ Income ▪ Behavior Biometrics ▪ Account balances ▪ Credit history ▪ Transaction history

How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BNY chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BNY share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	**Call 1-866-232-2520. Our menu will prompt you through the process.** When you call, you will need to provide: • The last 4 digits of your Social Security number • Your zip code • The first 5 letters of your last name (Provide all letters if your name is less than 5 letters.) **Please note: If you have previously called or submitted a written request instructing us not to share your personal information with our affiliates to market to you, your instructions continue to be on file. There is no need for you to notify us again.** If you are a *new* customer, we may begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?	**Call (866) 804-5023, press '5' to be connected to a customer service representative.**

BNY

Consumer Privacy Notice

Who we are	
Who is providing this notice?	BNY is defined as each of the following: BNY Mellon, National Association; The Bank of New York Mellon; and BNY Mellon Trust of Delaware.

What we do	
How does BNY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BNY collect my personal information?	We collect your personal information, for example, when you ▪ provide account information ▪ make deposits to or withdrawals from your account ▪ give us your contact information ▪ apply for a loan ▪ tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include banks and companies whose names include: "The Bank of New York", "BNY", "Mellon", "Insight", or "Pershing" and other financial companies such as BNY Mellon Advisors, Inc, BNY Mellon Securities Corporation, Newton Investment Management (North America) Limited, and Walter Scott & Partners Limited. Your opt-out will also apply to banks or other companies that may become our affiliates in the future.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ BNY does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ BNY doesn't jointly market.

Other important information
FOR RESIDENTS OF VERMONT: If our account records show that you live in Vermont, we will not disclose nonpublic personal information about you to our affiliates for the purpose of enabling them to market their products and services to you. There is no need for you to complete the opt-out process described herein.

TSU

TEXAS SOUTHERN UNIVERSITY

REQUEST FOR PROPOSALS

INVESTMENT MANAGEMENT

RFP # 717-26-766

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Time, Thursday, August 13, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attn: Greg Williams
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

GENERAL INFORMATION

1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract for Investment Management as needed by the University, in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 CONTRACT TERM. The services requested shall be provided for a period of three (3) years, beginning with the date of the execution of the contract; with two (2) single-year options upon written agreement from both parties.

1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFP:

(a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed

(b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses

(c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal

(d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits

(e) Contractor – Respondent whose proposal results in a contract with TSU

(f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at http:esbd.state.tx.us/

(g) Gov't Code – Texas Government Code.

(h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.

(i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.

(j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.

(k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it

might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performance called for in the Contract. The Respondent shall retain all such records for a period of seven (7) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.6 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 946-56

1.8 BACKGROUND

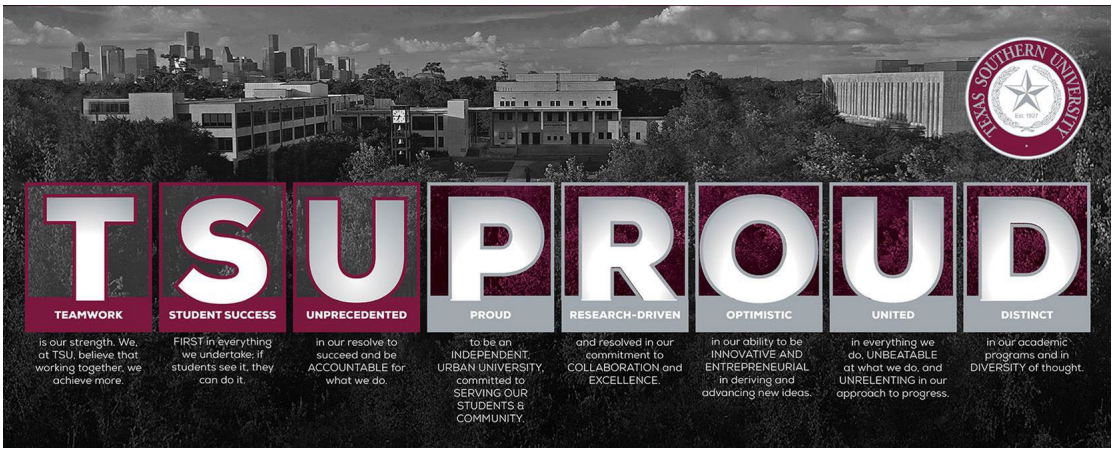
Texas Southern University ("TSU") is an elite, Carnegie R2 Institution and proud to be the premiere producer of talent for s strong Texas. The Owner one of the largest Historically Black College/University ("HBCU") in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges, and the campus is situated on more than 150-acres of land in the heart of Houston's historic Third Ward community.

As the institution celebrates 99 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2028 and 15,000 students in fall 2030.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



End of Section I

SECTION II

SCOPE OF WORK

2.1 SCOPE OF SERVICES AND DELIVERABLES

2.1.1 Investment Policy and Procedures – Review investment-related policies and procedures and make appropriate recommendations for changes.

2.1.2 Portfolio Analysis – Review asset allocations and structures and make recommendations for appropriate changes.

2.1.3 Reporting – Provide monthly flash reports and quarterly performance reports, including but not limited to, performance data and analysis for the total fund, individual asset classes; detailed analysis, including return attribution analysis, portfolio characteristics, style and risk analysis, peer universe comparisons; and holdings analysis relative to benchmarks.

2.1.4 Manager Research and Analysis – Manage the selection, retention, and dismissal of investment managers, performing the necessary due diligence and providing summary reporting.

2.1.5 Research – Shall perform the necessary due diligence on investment markets to ensure optimal performance, including monitoring, rebalancing and reporting.

2.1.6 Training, Development, and Reporting – Provide annual introduction to Asset Management for new Board and/or Committee members as well as quarterly reporting to Finance Committee and Board of Regents in person, if requested.

2.1.7 Market Summary – Provide a monthly summary and commentary of current developments in the domestic and global equity and debt markets.

2.1.8 Transition and Continuity of Services - Respondent shall provide a detailed transition and continuity plan describing how services will be assumed without disruption to the University's investment operations. The plan shall include:

- Transition schedule and implementation milestones.
- Knowledge transfer process.
- Coordination with existing investment managers and custodians.
- Risk mitigation strategies during transition.
- Continuity of reporting and performance monitoring.
- Communication plan with University administration and governing bodies.

2.1.9 Performance Improvement and Strategic Advisory Services - Respondent shall provide ongoing strategic investment recommendations including:

- Asset allocation studies.
- Capital market assumptions.
- Liquidity planning.
- Spending policy analysis.
- Benchmark evaluation.
- Emerging investment opportunities consistent with University objectives.

2.1.10 Investment Policy Statement Compliance – Respondent shall annually review the University's Investment Policy Statement (IPS) and recommend revisions, as appropriate, to ensure continued alignment with the University's investment objectives, applicable laws, and industry best practices. Respondent shall annually certify that all investment recommendations are consistent with the University's Investment Policy Statement and applicable governing statutes and regulations.

2.1.11 Investment Policy Compliance Monitoring – Respondent shall monitor the University's investment portfolio for compliance with the Investment Policy Statement and applicable statutory requirements. Respondent shall promptly identify any actual or potential deviations from the Investment Policy Statement and provide written recommendations for corrective actions, including implementation timelines and risk assessments.

2.2 REQUIREMENTS OF RESPONDENT

2.2.1 Respondent must be a registered investment advisor under the Investment Company Act of 1940.

2.2.2 Respondent must have been in business for a minimum of ten (10) years; if the Respondent has not been in business for at least ten (10) years, the senior principals of the Respondent must have at least ten (10) years of experience with institutional clients at an investment consulting firm.

2.2.3 Respondent must agree to act as a "fiduciary" with respect to Texas Southern University; and furthermore, Respondent warrants that it will not delegate these fiduciary responsibilities.

2.2.4 Respondent must disclose all conflicts of interest, all sources of revenue and all affiliations especially, but not limited to, investment managers contracted by the Respondent.

2.2.5 Respondent warrants that it has completed, obtained, and performed all registrations, filings, approval, authorizations, consents or examinations required by government or governmental authorities.

2.2.6 Respondent warrants that it has not paid and will not pay, has not given and will not give, a remuneration or thing of value directly or indirectly to TSU or any of its board members, officers, employees, or agents, or any third party except as disclosed to TSU with its response to this RFP or otherwise; including, but not limited to, a finder's fee, cash solicitation fee, fee for consulting or a fee for lobbying or otherwise.

2.2.7 Respondent warrants that it has established ethics and conflicts of interest policies and procedures, and proper internal compliance controls are in place.

2.2.8 If requested by TSU, Respondent must be prepared to present financial statements for the past five (5) years.

2.2.9 Respondent must have individuals assigned to TSU with a minimum of five (5) years' professional experience in the investment consulting field.

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Respondents are expected to submit a proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

Criterion 1 – Qualifications and Experience of the Respondent
Criterion 2 – Experience of Key Personnel
Criterion 3 – Investment Philosophy & Technical Methodology
Criterion 4 – Past Performances and References
Criterion 5 – Transition and Continuity
Criterion 6 – Hypothetical Portfolio
Criterion 7 – Cost / Fees

3.2 CRITERION 1: Qualifications and Experience of the Respondent

3.2.1 Provide a brief history of your firm including when your firm was established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If your firm has changed name or ownership within the last five (5) years indicate the former name.

3.2.2 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

3.2.3 Provide any details of all past or pending or claims filed against your company that would affect your company's performance under a Contract with the Owner.

3.2.4 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

3.2.5 Provide a description of your firm's percentage of revenues derived from investment consulting and/or asset management to non-profit organizations.

3.2.6 Please provide your firm's (i.e., your clients') record of asset performance. Please indicate whether results are net or gross of investment management fees.

3.2.7 What are your firm's key strengths, competitive advantages, and weaknesses?

3.2.8 Indicate whether your firm is registered with the SEC or state agency and if so, provide a copy of form ADV part II.

3.2.9 Has your firm, its principals or affiliates ever (a) been the focus of a non-routine SEC inquiry or investigation or a similar inquiry or investigation by a federal, state or self-regulatory organization, or

(b) been a party to any litigation concerning fiduciary responsibility or other investment related matters? If yes to any of the above, please provide details.

3.2.10 What is the client turnover (gains and losses) of your firm in the past three years, with reasons for termination of relationships?

3.2.11 Provide a list and limits of the various insurance coverages not listed in Section 1.6. Coverages may include but are not limited to Professional & Management Liability, Cyber/Privacy/Security insurance. Respondent must present evidence of coverage upon request.

3.2.12 Provide a detailed list of clients (beginning with Texas public colleges and universities) for which your firm has provided investment advisory or investment management services similar in scope, size, and complexity during the past five (5) years. Identify those clients governed by the Texas Public Funds Investment Act (PFIA), the Texas Education Code, or other public-sector investment requirements. For each client, provide the organization name, contact person, title, email address, telephone number, years of service, approximate assets under advisement, and a brief description of the services performed.

3.3 CRITERION 2: Experience of Key Personnel

3.3.1 Provide the names, biographies and qualifications of the team members who will provide the services to TSU. Identify the team leader accordingly.

3.3.2 Provide years of experience, years with your firm, position titles, and any other pertinent information such as awards, achievements, certifications, national memberships, publications, etc.

3.3.3 Respondent must have individuals assigned to TSU with a minimum of five (5) years professional experience in the investment consulting field, without exception.

3.4 CRITERION 3: Investment Philosophy & Technical Methodology

This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of services to be provided, and the methods proposed by your firm to provide them.

3.4.1 Respondent shall respond to all requirements and statements noted in Section 2. List any exceptions or substitutions to the requirements and statements.

3.4.2 Describe the firm's knowledge and experience in specific asset class or strategy including private equity, real estate and alternative investments.

3.4.3 List all of your firm's standard services provided in a typical investment management relationship, including the firm's Asset Management Philosophy and what approach would be utilized for TSU in fulfilling this RFP.

3.4.4 Describe your firm's process for analyzing a client's existing Investment Policy. Describe your firm's method for recommending modifications and monitoring the Investment Policy and strategy.

3.4.5 Describe your firm's asset/liability modeling capability, and portfolio structure analysis. Describe the manner in which your firm would assist TSU in recommending changes and monitoring asset mix.

3.4.6 Describe your firm's process for evaluating a client's investment performance and how this is communicated to the client.

3.4.7 Describe the types of qualitative and quantitative factors you use in evaluating a portfolio manager.

3.4.8 How many investment managers do you currently track and describe the steps in your due diligence/search for manager selection?

3.4.9 Provide samples of investment performance reports.

3.4.10 Please address your firm's training of Committee members as it relates to their fiduciary responsibilities.

3.4.11 Discuss your firm's engagement in large investment opportunities as a participant and provide access to your clients.

3.4.12 Please thoroughly discuss the custodial services you will provide.

3.4.13 Describe how your firm preserves institutional knowledge throughout the engagement.

3.4.14 Explain how recommendations are tailored to a university's investment policy rather than using standardized portfolio models.

3.4.15 Describe your firm's experience providing investment advisory or investment management services to Texas public universities or university systems governed by the Texas Public Funds Investment Act (PFIA), the Texas Education Code, and other applicable state laws. Discuss your familiarity with statutory investment requirements, governance structures, Board reporting, and fiduciary responsibilities unique to Texas public institutions of higher education.

3.4.16 Describe your process for ensuring continuity when key personnel change.

3.4.17 Describe your philosophy regarding long-term endowment stewardship versus short-term performance.

3.5 CRITERION 4: Past Performance and References

3.5.1 Provide references from three (3) higher education clients from the past five (5) years for services that are similar in scope. Clients shall have endowments exceeding $100 million. These references should be able to speak specifically to your ability to provide the services described in this RFP. Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Client retention history;
- Litigation history;
- Regulatory actions;
- SEC examination results;
- Client satisfaction surveys, if available.

3.6 CRITERION 5: Transition and Continuity

Respondents to submit a detailed transition plan addressing:

Implementation schedule, Risk mitigation, Transfer of investment knowledge, Staffing continuity, Data migration, Coordination with custodians, Communication protocols, Estimated transition costs, Estimated transition timeline, and Operational risks.

3.7 CRITERION 6: Hypothetical Portfolio

Texas Southern University requests that all responses include a hypothetical portfolio based on the current university portfolio, with recommendations for asset allocations and investment products. Please include in detail how your Respondent would propose to use this hypothetical portfolio to meet the University's objectives. In this portfolio, the respondent should include recommendations regarding long-term policy goals (net return after fees and inflation), risk controls (to mitigate down periods), diversification controls, illiquidity controls, alignment with the University's investment objectives, spending rule assumptions and performance attribution methodology.

As of January 31, 2026; investment assets totaled $126.2 million and were allocated as follows:

Investment Type:	*Total*	*Percentage of Fund*
Cash and Equivalents:	$9,369,490	7.42
Domestic Equity:	$61,869,571	49.01
Global Equity:	$20,035,447	16.48
U.S. Gov't Fixed Income:	$28,035,447	22.21
Alternative Investments:	$6,159,669	4.88

Breakdown of the 2026 portfolio:
Equity 66%
Fixed Income 22%
Alternatives 5%
Cash 7%

3.8 CRITERION 7: Cost / Fee

3.8.1 Respondents shall complete a Scope Compliance Matrix prior to completing the pricing schedule. The matrix list every required service from Section II. Check each box to indicate whether it is Included in Base Fee, Available at Additional Cost, or Not Offered.

Scope Compliance Matrix

Item #	Description	Included in Base Fee	Available Additional Cost	Not Offered
2.1.1	Investment Policy and Procedures			
2.1.2	Portfolio Analysis			
2.1.3	Reporting			
2.1.4	Manager Research and Analysis			
2.1.5	Research			
2.1.6	Training			
2.1.7	Market Summary			
2.1.8	Transition and Continuity			
2.1.9	Performance Improvement			
2.1.10	Investment Policy Statement			
2.1.11	Investment Policy Compliance Monitoring			

3.8.2 For evaluation purposes, Respondents shall assume a University investment portfolio with assets under advisement of $121,000,000. Respondents shall complete the University's Pricing Schedule and provide a fixed annual fee that includes all services identified in Section II, Scope of Work. Any service not included in the annual fee shall be identified separately as an optional service and will not be considered in the evaluated price. Failure to complete the Pricing Schedule may result in a score of zero for the Cost/Fee criterion.

The proposed fixed annual fee shall include **all services identified in Section II, Scope of Work**, unless specifically identified as an optional service in the Pricing Schedule.

Pricing Schedule

Service Group	Included in Base Fee (Yes/No)	Annual Fee
Investment Policy & Compliance		
Portfolio Management & Asset Allocation		
Manager Research & Due Diligence		
Performance Monitoring & Reporting		
Strategic Advisory Services		
Board & Committee Support		
Transition & Continuity Services		
Training & Education		
Other Services		
Total Fees		

Contract Year	Total Fixed Annual Fee
Year 1	
Year 2	
Year 3	
Grand Total	

End of Section III

SECTION IV

PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP / ESBD Posting Date	July 30, 2026
Deadline for Submission of Questions	August 6, 2026
Deadline for Submission of Proposals	August 13, 2026

4.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions: Respondents shall submit one (1) paper original and five (5) paper copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal. Complete proposal page count shall be a maximum of 100 pages, printed on both sides. Page count does not include TSU required forms.

Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.

4.4.2 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

Introduction Letter (2-page maximum)
Table of Contents
Tab 1: Criteria 1
Tab 2: Criteria 2
Tab 3: Criteria 3

Tab 4: Criteria 4
Tab 5: Criteria 5
Tab 6: Criteria 6
Tab 7: Criteria 7
Tab 8: TSU Terms and Conditions
Tab 9: Exhibit A: Execution of Proposal
Tab 10: Exhibit B: Executive Order GA-48 Compliance Statement (Higher Education)
Tab 11: Form 1295
Tab 12: Addenda
Tab 13: Sample Contract

4.4.3 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

4.4.4 TSU will not consider any proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

4.5 INQUIRIES / QUESTIONS

4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Greg Williams at Gregory.williams@tsu.edu by **12:00 noon Central on Thursday, August 6, 2026**; the date listed as the deadline for submission of questions as specified in Section 4.1 above.

4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

4.5.3 Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

4.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket

exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

4.6.1 All Proposals shall be received and documented in the Purchasing Office and/or the Purchasing Department at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.

4.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver their proposal response to Greg Williams in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

4.6.3 Telephone, email and facsimile proposal responses will not be accepted.

4.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

4.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department, and they can begin reviewing them, in order to speed up possible negotiations.

4.7 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Mr. Greg Williams
TSU Purchasing
Email: gregory.william@tsu.edu

4.8 DELIVERY OF PROPOSALS

Proposals are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Fed Ex Overnight / Express Mail, or Hand Delivery (recommended).

** Please instruct your delivery service to avoid delivering your submittal to the University's Post Office nor our Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.

4.9 PROPOSAL OPENING

4.9.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.

4.9.2 All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted proposals and accompanying documentation will not be returned.

4.9.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.10 PROPOSAL EVALUATION AND AWARD

4.10.1 TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Tex. Government Code, Section 2155.074.

4.10.2 A committee will be established to evaluate the Proposals. The committee will include employees of TSU and other persons invited by TSU to participate.

4.10.3 TSU reserves the right to request oral presentations from the respondents as an addition source of the evaluation and best value process. If oral presentations are needed for more clarification TSU will notify respondents of the conditions of the oral presentation.

4.10.4 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.

4.10.5 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

4.10.6 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

Criteria	Weight
Criterion 1: Qualifications & Experience of the Respondent	20%
Criterion 2: Experience of Key Personnel	15%
Criterion 3: Investment Philosophy & Technical Methodology	20%
Criterion 4: Past Performance & References	20%
Criterion 5: Transition and Continuity Plan	10%
Criterion 6: Hypothetical Portfolio	5%
Criterion 7: Cost / Fees	10%

4.10.7 The evaluation committee will determine if Best and Final Offer (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

4.11 TSU reserves the right to award to multiple vendors and/or make a split award if deemed in the best interest of the University.

End of Section IV

EXHIBIT A

EXECUTION OFFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:
All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economicopportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent oranyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws ofthe State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrustlaws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business addressof Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP hasany financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004,Government Code, the vendor [Respondent] certifies that the individual or business entity namedin this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified paymentand acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under *Government* Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of theTexas Comptroller of Public Accounts, Texas Southern University or any other state agency, wasinvolved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Nameof former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent. Respondent agrees that any payments due under this contract will be applied towards any debt,including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross- referencing respondents/vendors with the Federal General Services Administration's Systemfor Award Management (SAM), https://www.sam.gov/SAM/ , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in thistransaction and have not been subjected to suspension, debarment, or similar ineligibilitydetermined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/SAM/

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas GovernmentCode, the respondent certifies that the individual or business entity named in this Proposal is notineligible to receive the specified contract and acknowledges that any contract resulting from thisRFP May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct anaudit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptanceof funds by the Respondent or any other entity or person directly under this contract or indirectlythrough a subcontract under this contract acts as acceptance of the authority of the state auditor,under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor mustprovide the state auditor with access to any information the state auditor considers relevant to theinvestigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperateis included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods orservices within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subjectto applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

( ) Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder thatis owned by a service-disabled veteran
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders
( ) USA produced supplies, materials, or equipment
( ) Products or persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Recycled or Reused Computer Equipment of Other Manufacturers
( ) Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY) _____

SIGNATURE _____

NAME (TYPED/PRINTED _____

TITLE: _____

EMAIL ADDRESS _____

PHYSICAL ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX _____

TAX IDENTIFICATION NUMBER _____

DATE _____

End of Exhibit A

EXHIBIT B

Executive Order GA-48 Compliance Statement (Higher Education)

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries.
Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

Vendor Certification – Executive Order GA-48 Compliance

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

☐ **Certified Compliant**

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

☐ **Disclosure Required**

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

☐ **Non-Compliant**

Respondent is unable to certify compliance with Executive Order GA-48.

If “Disclosure Required” is selected, provide details below (attach additional pages if necessary):

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____ Date: _____

End of Exhibit B

HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: https://www.ethics.state.tx.us/filinginfo/1295/.

End of the solicitation

TEXAS SOUTHERN UNIVERSITY · PURCHASING DEPARTMENT

Investment Management Services

Request for Proposals #717-26-766 · Final Evaluation Results

RFP ISSUED	RESPONDENTS	EVALUATION TEAM	STATUS
July 30, 2026	2 firms	3 members	Scores final

RECOMMENDED AWARDEE

Bank of New York (BNY)

Ranked #1 on oral, written and final scoring

FINAL SCORE

86.80

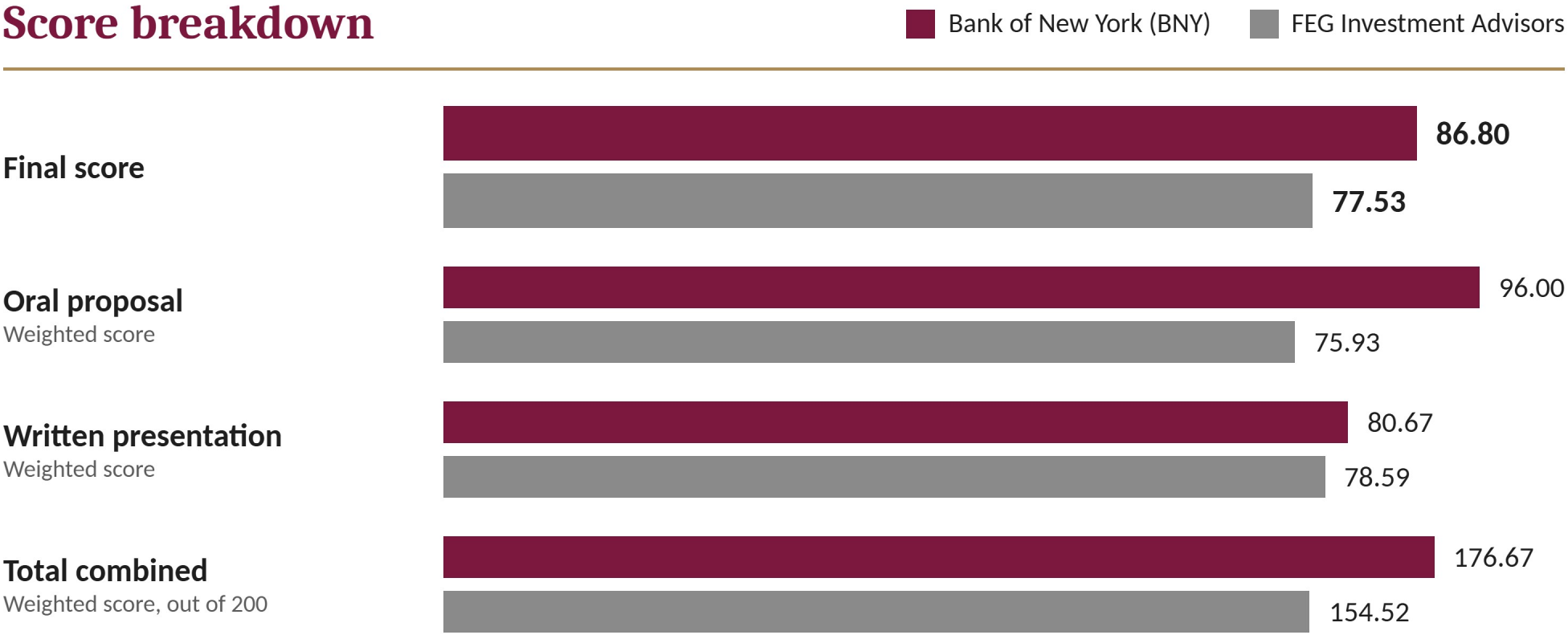
+9.27 over next-ranked

ANNUAL PRICING

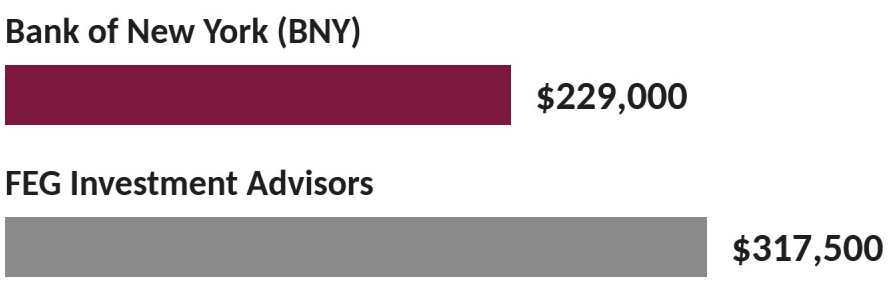
$229K

Lowest of both proposals

Score breakdown



Annual pricing



$88,500 less per year with BNY, about 28% below the next proposal.

Next steps

1. **Award approval**
   Purchasing recommends BNY as the potential awardee.
2. **Notify awardee**
   BNY is notified once the award is approved.
3. **Contract negotiations**
   Conducted with the assistance of the Office of General Counsel.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Update on Fiscal Year 2026 Year-to-Date Financial Performance and Financial Position

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Fiscal Year 2026 July Year-to-Date Financial Performance and Financial Position update provides the Board with an executive-level view of the University's financial performance through July 2026, including revenue, expenses, liquidity, cash position, and overall financial position.

The information is presented to support the Board's ongoing financial oversight and provide transparency regarding the University's financial performance and position.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Accounting & Finance Update - Fiscal Year 2026 (July Year-to-Date)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Bylaws Section 5.7 - Duties of the Administration and Finance Committee
Board Policy Section III - Administration and Finance
MAPP Policy: 03.03.01-The Planning and Budgeting Process

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.5 Ensure long-term legacy — diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL — **DATE** 10/26/2026

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

JMaine Chubb

CHIEF FINANCIAL OFFICER — **DATE** 10/26/2026

James Crawford (Oct 26, 2026 21:03:59 CDT)

PRESIDENT — **DATE** 10/26/2026



ACCOUNTING & FINANCE UPDATE

This presentation provides an overview of TSU's financial performance for Fiscal Year 2026, July Year-to-Date.

FY26 July YTD Financial Performance Overview

$306.7M

Total Revenue

-2% vs. plan

$37.6M

Net Position Change

Improved vs plan

$274.8M

Total Expenses

-30% vs. plan

59

Days Cash on Hand

Days of operating liquidity

$86.3M

Unrestricted Cash

Month-end cash balance

FY26 July YTD Revenue Actual vs. Budget ($ in Millions)

Net Variance: $61.9M / 17% decrease relative to FY26 budget

2026 BUDGET	2026 ACTUAL	2026 VARIANCE
$386.6M	$306.7M	-$61.9M

Revenue is down due to Grants, Gifts and Auxiliary

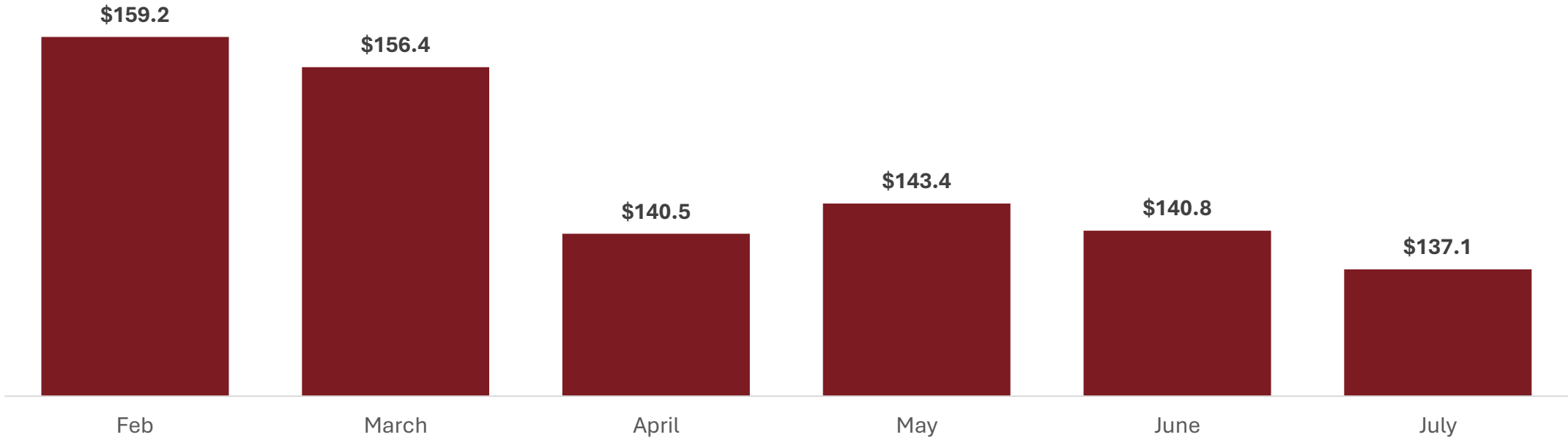
FY26 July YTD Expenses Actual vs. Budget ($ in Millions)

Net Variance: $112.5M / 30% decrease relative to FY26 budget

2026 BUDGET	2026 ACTUAL	2026 VARIANCE
$391.6M	$274.8M	-$116.8M

Expenses are down primarily due to Salaries, Materials & Supplies, Repairs & Maintenance

FY26 July Six-Month Trailing Cash Balance ($ in Millions)



Cash Inflows

- Tuition and fees remain the largest operating cash inflow at $84.5M, supplemented by $80.9M of combined federal and state operating grant receipts.
- Noncapital financing generated $110.2M, led by $68.5M of state appropriations and $36.8M of federal funding

Cash Outflows

- Operating cash outflows continue to be driven by $135.3M in supplier payments, $95.6M in salaries, and $22.3M in employee-related costs, resulting in $67.9M of net cash used by operations.
- Capital and debt-related activity used an additional $26.5M, including $13.8M of capital investment and $9.8M of principal payments.

Net Cash Position

- Despite negative operating cash flow, noncapital financing more than offset operating and capital requirements, resulting in a $17.9M YTD increase in cash and reported ending cash and cash equivalents of $157.2M.
- Unrestricted cash totaled $51.3M at July, compared with $85.8M of restricted cash,

Income Statement

A summary of the organization's revenue and expense at a specific point in time, detailing revenues and expenses.

Revenue

Operating:	
Tuition and Fees-Pledged	$99,505,410
Auxiliary Enterprises-Pledged	$16,062,662
Other Sales of Goods and Services-Pledged	$28,690
Federal Revenue	$25,169,040
State Revenue	$8,774,703
Other Operating Revenue, Contracts, and Grants	$12,739,370
Capital Appropriations (HEAF)	$12,750,829
Total Operating	**$175,030,703**
Non-Operating:	
Legislative Revenue	$64,110,817
Gifts	$4,015,840
Federal Revenue Nonoperating	$36,756,673
Interest Income	$3,740,009
Net Increase (Decrease) Fair Value	$23,071,361
Total Non-Operating	**$131,694,700**
TOTAL REVENUES	**$306,725,404**

Expenses & Gain / (Loss)

Operating:	
Salaries and Wages	$98,502,708
Payroll Related Costs	$22,769,184
Professional Fees and Services	$24,832,181
Travel	$4,694,741
Materials and Supplies	$6,766,956
Communication and Utilities	$6,246,173
Repairs and Maintenance	$3,936,872
Rental and Leases	$1,592,923
Printing and Reproduction	$230,192
Scholarships	$70,170,961
Other Operating Expenses	$15,452,085
Depreciation and Amortization	$16,741,945
Total Operating:	**$271,936,919**
Non-Operating:	
Total Non-Operating	**$2,861,135**
TOTAL EXPENSES	**$274,798,054**

GAIN / (LOSS) BEFORE TRANSFERS	**$37,649,619**

Balance Sheet

A summary of the organization's financial position at a specific point in time, detailing assets, liabilities, and net position.

Assets

Current Assets:	
Cash and Cash Equivalents	$134
Short-Term Investments	$4
State Appropriations	$94
Recievables	$62
Prepaid Expenses & Other	$2
Total Current Assets	**$297**
Non-Current Assets:	
Investments & Prepaid Items	$142
Property & Treasures	$37
Infrastructure	$257
Total Non-Current Assets	**$436**
Deferred Outflows	**$11**
TOTAL ASSETS & DEFERRED OUTFLOWS	**$743**

Liabilities & Net Position

Current Liabilities:	
Accounts Payable	$55
Deferred Revenue	$4
Accrued Liabilities	$6
Total Current Liabilities	**$65**
Long-Term Liabilities:	
Revenue Bonds	$113
Long-Term Accrued Liabilities	$86
Total Long-Term Liabilities	**$199**
Deferred Inflows	**$39**
TOTAL LIABILITIES & DEFERRED INFLOWS	**$303**
Net Position:	
Capital Assets	$168
Restricted	$186
Unrestricted	$86
TOTAL NET POSITION	**$440**
TOTAL LIABILITIES, DEFERRED INFLOWS, & NET POSITION	**$743**

The balance sheet confirms Assets equal Liabilities plus Net Position.



Thank you!

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research & Student Life

ITEM: Request Approval to Donate Two Redbird Flight Simulators Currently Owned by Texas Southern University's Aviation Science and Management Program

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Texas Southern University (TSU) Aviation Science and Management Program recently expanded its aircraft fleet, resulting in updated aircraft systems and training requirements. The two existing Redbird simulators, the MCX and FMX, are no longer compatible with the current fleet and cannot be upgraded thus cannot effectively support the program's present training needs.

The original purchase price of both simulators totaled $193,363.00. Research on recent market sales of Redbird FMX simulators identified two operational used units sold at auction in July 2026 for approximately $15,900 and $18,225, respectively. These sales provide market reference points for evaluating the current value of the University's simulators.

The University is exploring opportunities with local school districts and educational programs for the potential continued educational use of the equipment. The receiving organization will be responsible for all costs associated with disassembly, removal, transportation, and reassembly of the simulators. TSU will coordinate the necessary approvals, transfer documentation, and warehouse and asset inventory updates to ensure the equipment is properly transferred and removed from the University's records in accordance with applicable requirements.

Board action is requested to approve the proposed disposition of the two Redbird simulators, subject to applicable University policies and surplus property requirements.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):

Texas Government Code Chapter 2175, Sec. 2175.241 and Texas Constitution gift-clause exposure (Art. III, §§51–52).

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

-Appraised value of the simulators provided by the company that manufactured the equipment
-Original Purchase Documentation

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:

1.2 Drive student success and outcomes
2.3 Strengthen university partnerships
4.1 Update and optimize technology platforms and data governance

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/20/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

	10/20/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 23, 2026 10:33:56 CDT)	10/23/2026
PRESIDENT	**DATE**

From: Todd Willinger <twillinger@redbirdflight.com>
Sent: Wednesday, July 29, 2026 5:00 PM
To: Fontaine, Terence <Terence.Fontaine@tsu.edu>
Subject: Used MCX/FMX Valuation

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Terence –
Since you have moved to the Cirrus fleet, I'm assuming you are going to put these on the market.
So this is real back of the napkin math. But for 12 year old units that both need a visual system and CPU upgrade (about $16,600 per device), if someone called me and asked to value them, here is what I would probably value them at:

1) MCX – something in the $63,000 to $65,000 range.
2) FMX/cl – something in the $48,000 to $50,000 range.

I didn't make any allowances for the five (5) aircraft configurations that you have as they are hard to value. The 172 analog and glass as well as the PA34 analog might be attractive to a range of people. I don't know of anyone looking for a PA28-161 configuration and the SR20 is pretty specialized with the latter only being an option in the FMX. So if someone was buying it new, most of the "saleable" configurations across the two units would be included in the base cost anyway. This also assumes that the units are in average to above average condition.
If you are looking at disposing of these, the one item that would also have to be considered is the de-installation and re-install costs and who would cover those. The de-install costs in Houston would probably run in the $9-$10K range for both units. Not knowing where they might be installed, can't make a guess as to what the cost to transport and re-install them would be. Plus the cost of crating for the shipping (guessing around $2K per device). But the shipping and install piece would be part of any new install as well.
At the end of the day, its really worth what someone is willing to pay. But the numbers above pass the sniff test for me.
Let me know if you have any questions……..tw

Todd Willinger
Executive Chairman
Redbird Flight Simulations
www.redbirdflight.com
(512) 301-0718

TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET • HOUSTON, TEXAS 77004

713-313-7011

AVIATION SCIENCE MANAGEMENT
COLLEGE OF SCIENCE, ENGINEERING
AND TECHNOLOGY
OFFICE: 713-313-6837; FAX: 713-313-1821

May 04, 2026

Dear Texas Southern University Board of Regents,

Texas Southern University Aviation Program is the owner of two 2014 Redbird flight simulators, each originally valued at approximately $80,000. Following recent discussions with Redbird, the estimated current value of both simulators has been reassessed to range between $40,000 and $50,000, reflecting both usage and updated market considerations.

In alignment with the university's mission to support community engagement, educational access, and workforce development, the Aviation Program has elected to donate these two simulators to nonprofit organizations that offer Science, Technology, Engineering, and Mathematics (STEM)-focused curricula. By reallocating these resources, Texas Southern University aims to extend the impact of aviation training tools beyond the and into the broader community, particularly to organizations that may not otherwise have access to advanced simulation technology.

It is important to note that these simulators are no longer aligned with the Aviation Program's current training fleet and curriculum, which are centered on the Diamond DA42 and Cirrus SR20 platforms. As a result, the simulators cannot be effectively integrated into ongoing training operations or support continued learning within TSU's updated instructional framework.

These simulators will provide nonprofit partners with the ability to introduce students to foundational aviation concepts, including flight principles, navigation, and aviation systems, through hands-on, experiential learning. This initiative is designed to inspire early interest in aviation careers, strengthen STEM pathways, and support the development of a diverse and well-prepared future workforce in the aviation industry.

Texas Southern University Aviation Program anticipates making the simulators available to selected nonprofit organizations as early as July 2026. This timeline aligns with the anticipated arrival and acceptance of new, upgraded simulators scheduled for September 2026, ensuring continuity and enhancement of training capabilities within the Aviation Program.

Through this initiative, Texas Southern University continues to demonstrate its commitment to academic excellence, community partnership, and innovation in aviation education, while creating meaningful opportunities for students and organizations across the region.

Best,

Dr. Terence H. Fontaine
Executive Director of Aviation

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, and Student Life

ITEM: Request Approval to Negotiate and Execute a Master Lease for Off-Campus Housing

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Residential Life and Housing (RLH) is requesting authorization to negotiate and execute a master lease agreement for up to 450 additional beds for upper-class students beginning Fall 2027 (Fiscal Year 2028). Currently, RLH has 708 master-leased beds through Icon/Loft to accommodate upper-class students for Fall 2027. The requested additional 450 beds will help address the increased demand for on-campus housing resulting from the University's growing student population.

Upon completion of the Request for Proposals (RFP) process, the administration will notify the Board of Regents of the selected vendor determined to provide the best overall value to the University. The resulting master lease agreement will be submitted to the Office of General Counsel for review and approval.

The solicitation is currently under review. The proposed contract term is two (2) years, with an option to renew for one additional two-year term.

Procurement Method
The University will procure through the RFP procurement method.
RFP-717-27-712
Issued Date: 10/01/2026 - Closing Date: 11/5/2026
Published on: Electronic State Business Daily

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: Not-to-Exceed | $2,500,000
University FOAP | 1601-41814-2935-60 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

(Under Separate Cover)
Cullen Oaks Master Lease (2025-2026)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
N/A

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.3 Grow total enrollment to expand the number of students who can benefit from a Texas Southern education, including online, graduate, and Texas student populations, with a focus on student housing capacity and access.

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL

10/20/2026
DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maina Clubb

CHIEF FINANCIAL OFFICER

10/20/2026

DATE

James Crawford (Oct 23, 2026 10:44:55 CDT)

PRESIDENT

10/23/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, and Student Life

ITEM: Request Approval of the General Education Core Curriculum Review for Texas Southern University

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration request approval from the Board of Regents for the Core Curriculum of Texas Southern University.

Under Senate Bill 37, signed into law on June 20, 2025, and Per Texas Education Code §51.315, the Board is required to conduct a comprehensive review of the general education curriculum established by the institution at least once every five years, ensuring that the courses in the curriculum:

(1) are foundational and fundamental to a sound postsecondary education;

(2) are necessary to prepare students for civic and professional life;

(3) equip students for participation in the workforce and in the betterment of society; and

(4) ensure in-depth knowledge in compliance with applicable accreditation standards set forth by "The Commission"

To comply with State Law, and by resolution dated September 22, 2025, the Texas Southern University Board of Regents established a committee to assist the Board in carrying out its statutory duties, including making recommendations to the Board regarding the University's General Education Core Curriculum. At the July 18, 2026, Board of Regents Retreat, Provost Goodman presented a plan of action and requested additional members to be added to the GEC Curriculum Review Committee. This recommendation was approved by the Board, and the committee members were approved to move forward. In accordance with the September 22, 2025, Board Resolution, the institution was unable to obtain the support of the non-university members appointed to the General Education Core Review Committee due to the unavailability of one and inability to contact the other. The Provost proceeded deliberately to execute the review consistent with state law.

Provost Goodman presented the GEC Curriculum Review committee with a formalized charge on August 19, 2026, to review and align general education curricula with workforce readiness, civic engagement, academic rigor, an accreditation expectations.

The Administration presents the General Education Curriculum Review Committee Report on the Annual Review of the General Education Core Curriculum for the Board's consideration, review and adoption as required by the Texas Education Code.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

-Texas Southern University Proposed General Core Course List
-General Core Course Review Committee Executive Summary

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: The Administration recommends approval of this item

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:

1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

1.4 Expand career readiness and career advancement opportunities
2.2 Build stackable credential options and educational pathways

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL	**DATE** 10/26/2026

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

CHIEF FINANCIAL OFFICER	**DATE** 10/26/2026
PRESIDENT James Crawford (Oct 27, 2026 10:27:10 CDT)	**DATE** 10/27/2026

Code	Course Title	Semester Credit Hours	Course Description	Is this course foundational and fundamental to a sound postsecondary education	Is this course necessary to prepare students for civic and professional life	Does this course equip students for participation in the workforce and in the betterment of society	Does this course ensure a breadth of knowledge in compliance with applicable accreditation standards	Board shall consider the potential costs the curriculum may impose on students including for additional tuition, fees, and time a student must spend to complete an undergraduate degree program at the institution.	The governing board shall ensure courses in the curriculum align with statutory requirements in Texas Education Code, §51.315 (b)(1) - (4), and Texas Administrative Code, §4.28, Core Curriculum.	Overall Reccomdendation
Communication 010 (6 hours)										
ENGL 1301	Freshman English I ENG 131	3	First of a two-part composition course in which students analyze professionally-written essays that are samples of rhetorical modes and write competent multi-paragraph essays utilizing formal principles of grammar, usage, mechanics, rhetoric, and style.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
ENGL 1302	Freshman English II ENG 132	3	Second half of a two-part composition course designed to improve and extend students' skills in organizing and developing persuasive and analytical essays, to enhance knowledge of literary genres, and provide instruction in research skills needed in the preparation of documented essays.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
Mathematics 020 (3 hours)										
Select one of the following:		3								
MATH 1314	College Algebra MATH 133		Concise overview of elementary algebra, including progressions, exponents, radicals, quadratic equations, binomial theorem, inequalities, absolute values, and mathematical induction.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
MATH 1316	Plane Trigonometry		Definitions and relations of the six trigonometric functions, proofs of formulas, solutions of triangles, trigonometric identities and equations, inverse trigonometric functions, vectors, and applications related to these topics.	N/N/Y	N/Y/Y	Y/Y/Y	Y/Y/Y			NO
MATH 1324	Math and Business and Econ I MATH 135		Presentation of mathematical theories and approaches as applied to business and economics.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
MATH 1325	Elements of Calculus MATH 138		Limits and continuity, derivatives, graphing and optimization, exponential and logarithmic functions, antiderivatives, integration, applications to management, economics, and business.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP

MATH 1332	Contemporary Mathematics I MATH 132		Contemporary Mathematics is a course designed for liberal and fine arts, non-mathematics, and non-business majors. It will provide knowledge of the nature of mathematics as well as training in mathematical thinking and problem solving. Topics may include logic and mathematics reasoning, sets, problem solving, applications, networks, graphs, probability, statistics, geometry, mathematics of finance, and number theory.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
MATH 1342	Elementary Statistics MATH 231		Basic statistics topics presented for students planning to work in health-related fields.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
MATH 1350	Fundamentals of Mathematics I MATH 235		Sets, functions, logic, numeration theory, advanced definition perspectives, arithmetic operations (properties and algorithms), rational numbers, system of real numbers, and mathematical applications. Problem solving emphasized.	Y/N/N	Y/N/N	Y/N/N	Y/N/N			NO*
MATH 1351	Foundations of Mathematics II MATH 236		Basic concepts and methods of probability, statistics, and geometry, including discrete probability, random events, and conditional probability. Analysis of data, informational display, measurement, and geometry (as approached through similarity and congruence, coordinates, and transformations). Problem solving emphasized.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			NO*
MATH 2312	Precalculus Math MATH 136		Designed to prepare students for the study of MATH 241. Elementary functions that are differentiated and integrated in calculus stressed, including polynomial, rational, algebraic, exponential, logarithmic, and trigonometric functions.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			NO*
MATH 2413	Calculus & Analytic Geomtry I MATH 241		equations, limits, continuity, differentiation, maximum-minimum problems, mean value theorem, related rates, and indefinite integrals.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			NO*
Life and Physical Sciences 030 (6 hours)										
Select six credits of the following (depending on MAJOR):		6								
BIOL 1306	Biological Science I		Integrated approach to the study of basic biological principles which are presented through the hierarchy of living systems. Three hours of lecture per week.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
BIOL 1307	Biological Science II		Continuation of BIOL 1306.	Y/N/N	Y/N/N	Y/N/N	Y/N/N			NO**
BIOL 1308	Survey of Life Science BIOL 143		In-depth coverage of selected biological principles for non-majors covering the molecular through the population levels of life forms and functions. Methods of inquiry and analysis emphasized.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP

BIOL 2301	Human Anat & Phys I [BIOL 135]		Course is intended specially for pre-nursing, pre-medical, pre-optometry, pre-veterinary students, other pre-health professionals, and Biology majors emphasizing the structure-function relationships of human organ systems.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
BIOL 2302	Human Anat & Phys II [BIOL 136]		Continuation of BIOL 135	Y/N/N	Y/N/N	Y/N/N	Y/N/N			NO**
CHEM 1305	Introductory Chemistry I		This is an introduction to Chemistry to lay the foundation for the fundamental principles in chemistry. Students will learn measurements, interactions between atoms, molecules and elements, periodic table, chemical formulas, molecular shape, phase changes, gases and solutions.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
CHEM 1306	Introductory Chemistry II		This is an introduction to Chemistry to lay the foundation for the fundamental principles in chemistry. Students will learn Chemical processed, chemical equations, chemical equilibrium, acids and bases, essential concepts in organic chemistry, a brief overview of biochemistry, and an introduction to nuclear chemistry and electrochemistry.	Y/N/N	Y/N/N	Y/N/N	Y/N/N			YES
CHEM 1311	Chemistry I [CHEM 131]		Introduction to modern theories of atomic structure, periodic trends, chemical bonding, molecular geometry, chemical reactions, including oxidation-reduction and stoichiometric calculations.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
CHEM 1312	Chemistry II [CHEM 132]		Study of the states of matter, solution chemistry, concepts associated with rates of reaction, homogeneous and heterogeneous equilibria, acid-base chemistry, and fundamental thermodynamics.	Y/N/N	Y/N/N	Y/N/N	Y/N/N			NO**
ENVR 1301	Environmental Science"		This course is to help students gain scientific knowledge about earths natural systems and understand how humans interact with the natural world. Students will learn how to protect, preserve, and sustain natural resources such as water, air, soil, wildlife, and forest.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
GEOL 1303	Introduction To The Earth [GEOL 141]		Introduction to the study of the earth: the evolution of its landscapes, its weather, its climate, and its place in the universe.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
PHYS 1301	College Physics I [PHYS 237]		Non-calculus based introductory physics course designed for pharmacy students (lab suggested, although not necessarily concurrently), life sciences and chemistry students, and (non-calculus oriented) engineering students: Newton's laws of mechanics, fluids, waves and thermodynamics.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
PHYS 1302	College Physics II [PHYS 238]		Second part of trigonometry-based introduction to physics for life science students, including waves, electricity, magnetism, optics, and modern physics.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP

PHYS 1315	Prin of Phys Sci PHYS 101		Survey of the physical sciences for non-science majors, including introductory physics, astronomy, chemistry, geology, atmospheric and environmental sciences. Three hours of lectures and demonstrations per week.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
PHYS 2325	University Physics I PHYS 251		Calculus based, introduction to Newtonian physics impacting mechanics, fluids, waves and thermodynamics. Strong competency in calculus required as measured by department's online guide.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
PHYS 2326	University Physics II		This is a Calculus base introductory Physics course covering concepts like: charge, electricity, electric & magnetic fields, simple circuits, Maxwell's equations and Radiation among other topics.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
Language, Philosophy & Culture 040 (3 credits)										
Select one of the following:		3								
ENGL 2326	American Literature ENG 235		Survey of selected prose, poetry, and drama of the United States from the colonial period to the present.	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N			KEEP
ENGL 2328	African-American Literature ENG 244		Survey of African American literature with emphasis on major authors and movements.	N/N/Y	Y/N/Y	Y/Y/Y	Y/Y/Y			KEEP
ENGL 2332	World Literature I ENG 230		Survey of some masterpieces of poetry, prose, and drama from antiquity to the Renaissance.	Y/N/N	Y/Y/N	Y/N/N	Y/Y/N			KEEP
ENGL 2333	World Literature II ENG 231		Survey of some masterpieces of poetry, prose, and drama from the Renaissance to the present.	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N			KEEP
PHIL 1301	Introduction To Philosophy		A study of major issues in philosophy and/or the work of major philosophical figures in philosophy. Topics in philosophy may include theories of reality, theories of knowledge, theories of value, and their practical applications.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
Creative Arts 050 (3 credits)										
Select one of the following:		3								
ARTS 1301	Topics in Contemp Art & Cultur (Topics In Contemporary Art & Culture) ART 135		Introduction to all visual art with special topics in contemporary art and their relationship to cultural issues. Basic elements of sculpture, painting, architecture, performance art, environmental art, computer art, and ceramics discussed and examined.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP

ARTS 1315	Intro African Art ART 137/HUMA 1315		Fundamentals of African art as related to the philosophies which developed the cultures of the Nile River, the Sahara, the Coastal Forest, and the Savannah. Royal court art, functional art, architecture, decorative adornment, and art as a symbol of rites of passage examined.	Y/Y/Y	Y/N/N	Y/N/N	Y/N/N			NO***
MUSI 1306	Music Appreciation MUSIC 136		study of the cultural periods, major composers and their works. A brief overview of musical styles from other world cultures will also be included. Illustrations of music examples will be presented through recordings, in-class performances and outside concert events.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
MUSI 1315	Fine Arts In Daily Living MUSIC 239		Study of art, music, drama, and dance with emphasis on the interrelationship of these common elements and concepts and the contributions of noted artists.	Y/Y/Y	Y/N/N	Y/N/N	Y/Y/Y			KEEP
THEA 1310	Introduction to Theatre THEA 130/DRAM 1310		Overview of the theatre -- its aesthetics, theory, history, and relationships to other elements of society. May be used to satisfy aesthetics requirement for the various undergraduate degrees offered through the University.	Y/Y/Y	N/N/N	Y/Y/Y	Y/Y/Y			KEEP
American History 060 (6 credits)										
Select two of the following:		6								
HIST 1301	Soc & Pol Hist US to 1877 HIST 231		Survey of the history of the United States with particular emphasis on the institutions and events which transformed America from an English colony to a world power.	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/Y			KEEP
HIST 1302	Soc & Pol Hist US Since 1877 HIST 232		Social and Political History of the United States since 1877 (3) Continuation of HIST 231	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N			KEEP

HIST 2327	Mexican American History I		A survey of the economic, social, political, intellectual, and cultural history of Mexican Americans/Chicanx. Periods include early indigenous societies, conflict and conquest, early European colonization and empires, New Spain, early revolutionary period, Mexican independence and nation building, United States expansion to the United States-Mexico War Era. Themes to be addressed are mestizaje and racial formation in the early empire, rise and fall of native and African slavery, relationship to early global economies, development of New Spain's/Mexico's northern frontier, gender and power, missions, resistance and rebellion, emergence of Mexican identities, California mission secularization, Texas independence, United States' wars with Mexico, and the making of borders and borderlands	N/Y/Y	N/N/N	Y/Y/Y	N/N/Y			KEEP
HIST 2328	Mexican American History II		A survey of the economic, social, political, intellectual, and cultural history of Mexican Americans/Chicanx. Periods include the United States-Mexico War Era, incorporation of Northern Mexico into the United States, Porfirian Mexico, and the nineteenth century American West, 1910 Mexican Revolution and Progressive Era, the Great Depression and New Deal, World War II and the Cold War, Civil Rights Era, Conservative Ascendancy, the age of NAFTA and turn of the 21st Century developments. Themes to be addressed are the making of borders and borderlands, impact of Treaty of Guadalupe Hidalgo, gender and power, migration and national identities, citizenship and expulsion, nineteenth century activism and displacement, industrialization and the making of a transnational Mexican working class, urbanization and community formation, emergence of a Mexican American Generation, war and citizenship, organized advocacy and activism, Chicano Movement, changing identifications and identities, trade and terrorism.	N/Y/Y	N/Y/Y	N/Y/Y	N/Y/N			KEEP
HIST 2381	African American History I		Historical, economic, and cultural development of African Americans from slavery through the Civil Rights and post-Civil Rights era.	N/Y/Y	N/Y/Y	N/Y/Y	N/Y/N			KEEP

HIST 2382	African American History II		This course is a survey of the social, political, economic, cultural, and intellectual history of people of African descent in the United States from the Civil War/Reconstruction period to the present. African American History II examines segregation, disenfranchisement, civil rights, migrations, industrialization, world wars, the Harlem Renaissance and the conditions of African Americans in the Great Depression, Cold War and post-Cold War eras. This course will enable students to understand African American history as an integral part of U.S. history.	N/Y/Y	N/Y/Y	N/Y/Y	N/Y/Y			KEEP
Government/Political Science 070 (6 credits)										
POLS 2305	American Government POLSC 235/GOVT 2305	3	Origin and development of the U.S. Constitution, structure and powers of the national government including the legislative, executive, and judicial branches, federalism, political participation, the national election process, public policy, civil liberties, and civil rights.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
POLS 2306	Texas Government POLSC 236/GOVT 2306	3	Origin and development of the Texas Constitution, structure and powers of state and local government, federalism and intergovernmental relations, political participation, the election process, public policy, and the political culture of Texas.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
Social and Behavioral Sciences 080 (3 credits)										
Select one of the following:		3								
ECON 2301	Principles Of Economics I ECON 231		Introduction to macro economic analysis pertaining to the overall performance of the economy. Emphasis on measurement of aggregate output, determination of the level of income and employment, and evaluation of various monetary and fiscal policies of government.	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N			KEEP
ECON 2302	Principles Of Economics II ECON 232		Analysis of the behavior of individual economic agents, including consumer behavior and demand, producer behavior and supply, price and output decisions by firms under various market structures, factor markets, market failures, and international trade.	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N			KEEP
GEOG 1303	World Regional Geography GEOG 132		Survey of the regions and nations of the planet and the geographical foundations of their physical and cultural characteristics. Three hours of lecture per week.	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N			KEEP
PSYC 2301	General Psychology PSY 131		A survey of the essential areas, major theories, and approaches to the scientific study of behavior and mental processes. Course is the foundation for the understanding of basic psychological principles underlying human behavior.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP

SOCI 1301	Introduction To Sociology SOC 157		Presentation of basic concepts and processes in the sociological analysis of micro and macro socio-cultural systems.	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y			KEEP
SOCI 1306	Contemporary Social Issues SOC 158		Selected current social issues discussed from the perspective of contemporary theories of social problems.	N/Y/Y	Y/N/Y	N/Y/Y	N/Y/Y			KEEP
SOCI 2306	Soc Of Human Sexuality SOC 221		Examination of the physiological, sociological, and psychological variables that influence human sexuality both within and outside the confines of the institution of marriage.	N/N/N	N/N/N	N/N/N	N/N/N			NO
SOCI 2346	Introduction To Anthropology SOC 238/ANTH 2346		of anthropology, including a general introduction to the major topical areas within each anthropological subdiscipline.	N/N/N	N/N/N	N/N/N	N/N/N			NO
Institutional Options 090 (6 credits)		**6**								
To satisfy the 090 Component Area Option, select one or two of the courses listed below, or one or two additional courses from any of the Foundational Component Areas (FCA) listed above.										
COMM 1315	Public Address COMM 136		Principles of effective speaking and their application to the preparation, delivery, and evaluation of the basic forms of public messages; stresses public issues, their relevancy and effect.	Y/Y/Y	Y/Y/Y	Y/Y/Y	N/N/N			KEEP
COMM 1321	Business & Professional Comm COMM 135		Introduction to the basic oral communication skills needed for careers in business and the professions. Students make presentations, conduct interviews, and participate in problem-solving group discussions.	Y/Y/Y	Y/Y/Y	Y/Y/Y	N/N/N			KEEP
COSC 1301	Intro To Compr Science I CS 116		Study of fundamental concepts of computing: how computers work, what they can do, and how they can be used effectively. Topics covered: spreadsheets, word processing, databases, presentation software, multimedia/graphics software, program design and implementation, and fundamental computing theories.	Y/Y/Y	N/N/N	Y/Y/Y	Y/Y/Y			KEEP
CS 120	Introduction to Programming Using C++ (Please see advisor prior to enrolling in this course)		An Introduction to programming using C++. Covers fundamental concepts of structured programming and provides a comprehensive introduction to computer programming. Topics include problem solving, software development methodology, data types, control structures, functions, arrays.	N/N/N	N/N/N	N/N/N	N/N/N			NO

EDCI 2310	Ins Tec		Provides practice using computers for instruction, evaluation, and management. Analyzes the tentts of pprofessionalconduct, ethics, roles and responsibilities for teaching with computer technology.	Y/Y/Y	N/N/N	N/N/N	N/N/N			NO
ENGL 2307	Introduction to Creative Writing		Creative writing workshop in both fiction and poetry.	Y/Y/Y	N/N/N	N/N/N	N/N/N			NO
ENG 351	Tech Editing for Professionals		Course focuses on reading, writing, and editing, particularly on the kind on the kind of writing that file reports, manuals, and other technical products. Evaluate technical documents and readings about technical writing specific to the business and STEM professions.	Y/N/N	N/N/N	N/N/N	N/N/N			NO
FR 231	Intermediate French I		Review and application of skills in listening comprehension, speaking, reading, and writing. Emphasizes conversation, vocabulary acquisition, reading, composition, and culture.	N/N/N	N/N/N	N/N/N	N/N/N			NO
FR 232	Intermediate French II		Review and application of skills in listening comprehension, speaking, reading, and writing. Emphasizes conversation, vocabulary acquisition, reading, composition, and culture.	N/N/N	N/N/N	N/N/N	N/N/N			NO
MATH 2414	Calculus & Analytic Geometry II MATH 242		Definite and indefinite integrals, techniques of integration, transcendental functions, and applications of the definite integral.	N/N/N	N/N/N	N/N/N	N/N/N			NO
MISY 2304	Fundamentals of Information Systems		Development of software skills and an appreciation of hte role of information technology in modern organizations	Y/Y/Y	N/N/N	N/N/N	N/N/N			NO
SPAN 231	Intermediate Spanish I		The consolidation of skills acquired at the introductory level. Further development of proficiency in listening, speaking, reading and writing. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.	N/N/N	N/N/N	N/N/N	N/N/N			NO
SPAN 232	Intermediate Spanish II		The consolidation of skills acquired at the introductory level. Further development of proficiency in listening, speaking, reading and writing. Emphasis on comprehension, appreciation, and interpretation of the cultures of the Spanish-speaking world.	N/N/N	N/N/N	N/N/N	N/N/N			NO
Total Hours		**42**								

Texas Southern University

General Education Curriculum Review Advisory Committee Report

The General Education Curriculum Review Advisory Committee met four times to review each of the 67 courses in the Texas Southern University General Education Core Curriculum and to finalize recommendations. The process included a review of course and catalog descriptions and applying each to the General Education Core Board Committee Recommendations Rubric (attached). Using what was considered to be a reasonable person standard, the advisory committee looked at each foundational component area including Communication, Mathematics, Life and Physical Sciences, Philosophy and Culture, Creative Arts, American History, Government/Political Science, Social and Behavioral Science, and Institutional Options.

The advisory committee reviewed each course for alignment with the Texas Education Code Title 3 - Higher Education Subtitle A - Higher Education in General Chapter 51 - Provisions Generally Applicable to Higher Education Subchapter F. Required and Elective Courses Section 51.315. General Education Curriculum Review, specifically answering the questions:

- Is this course foundational and fundamental to a sound postsecondary education,
- Is this course necessary to prepare students for civic and professional life,
- Does this course equip students for participation in the workforce and in the betterment of society, and
- Does this course ensure a breadth of knowledge in compliance with applicable accreditation standards

As a result of this process, the advisory committee identified course alignment with the assigned questions and developed the following recommendations:

- Remove specific courses from the Institutional 090 Component Area and allow for any non-developmental 1xx or 2xx level course to be accepted and articulated on the student's Texas Southern academic record.
    - Increases course transferability
    - Allows for student study interests in or outside of the major
- Removal of courses that did not have clearly defined course descriptions

    - These courses could not be assessed based on the information available
    - Degree programs affected by the removal of courses may revise to ensure alignment with SB 37 requirements and resubmit for consideration of inclusion in the General Education Core.
- Removal of courses requiring more than 3 hours of pre-requisites.
    - These courses were determined not to be foundational in nature as they required extensive study prior to enrollment.
    - Degree programs affected by the removal of courses due to excessive prerequisites may revise to ensure alignment with SB 37 requirements and resubmit for consideration of inclusion in the General Education Core.
- Recognize the uniqueness of the PharmD program for those students accepted by the program without having earned the bachelor's degree. These students must still complete the general education core before being awarded the PharmD degree.

Relative to other universities, Texas Southern University has a relatively small subset of general education core classes.

The advisory committee offers the attached General Education Core Board Committee Recommendations document for consideration.

SB 37 Legislation link:

Bill Text: TX SB37 | 2025-2026 | 89th Legislature | Introduced | LegiScan

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research and Student Life

ITEM: Higher Education Research Security and Compliance (HERSC) – HB 127 Quarterly Update

DATE PREVIOUSLY SUBMITTED: August 19, 2026, HB 127 Board Certification

SUMMARY: Texas House Bill 127 (HB 127), enacted by the 89th Texas Legislature and signed into law on June 20, 2025, took effect on September 1, 2025. The legislation strengthens research security at public institutions of higher education by establishing measures to protect against foreign adversary threats, safeguard intellectual property, and promote the integrity of university research.

On August 19, 2026, Dr. Michelle John, Vice President for Research and Innovation, and Attorney Shawn Thierry (now Judge Thierry) briefed the Texas Southern University Board of Regents on House Bill 127 (HB 127) and certification requirements. The Chair of the Board of Regents, The Honorable James M. Benham, and the President of Texas Southern University, President James W. Crawford, III signed the university's HB 127 Certification. Atty. Shawn Thierry (now Judge Theirry) submitted the signed Higher Education Research and Protection Law Certification of Compliance to the Texas Higher Education Coordinating Board.

A key provision of HB 127 established the Higher Education Research Security Council (HERSC) under Chapter 51B of the Texas Education Code. The Council is charged with advancing research security through the development of best practices and model policies, training and technical assistance, and a framework for assessing institutional research security practices across Texas higher education institutions.

On October 6, 2026, HERSC convened in Austin, Texas, to review accomplishments from its inaugural year, identify outstanding requirements, establish its 2026–2027 academic year work program, and adopt a coordinated roadmap for implementing the remaining provisions of HB 127. The Council also discussed strategic priorities for 2027, as outlined below.

HERSC FY 2027 Priorities: The FY 2027 implementation plan will focus on strengthening institutional readiness and establishing consistent statewide compliance practices. Key priorities include:

- Finalizing HB 127 standards and model policies addressing academic partnerships, and covered researcher screening.
- Developing practical compliance workflows, evidence checklists, and governing board certification tools.
- Providing training and tiered technical assistance, including shared-service options for smaller institutions.
- Updating the education-software review with THECB and providing guidance regarding institutional contracting controls.
- Assessing statewide readiness and monitoring quarterly milestones, implementation gaps, and corrective actions.
- Submitting the required Council report by December 1, 2026, including findings and recommendations for state leadership.

- Establishing the Year 3 roadmap for full implementation, capability testing, and development of institutional accreditation development.

SUPPORTING DOCUMENTATION: Execution of the HB 127 Certification, dated August 19, 2026

FISCAL IMPACT: No Fiscal Impact

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

GENERAL COUNSEL	**DATE** 10/21/2026

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J Maina Chubb **INTERIM CHIEF FINANCIAL OFFICER**	**DATE** 10/21/2026
James Crawford (Oct 22, 2026 13:12:17 CDT) **PRESIDENT**	**DATE** 10/22/2026

TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE AVENUE • HOUSTON, TEXAS 77004

Higher Education Research and Protection Law Certification of Compliance

CHIEF EXECUTIVE OFFICER ACKNOWLEDGEMENT

I certify, under penalty of perjury and the loss of funding to my institution (listed below), that my institution has complied with the requirements in Tex. Educ. Code Chapter 51B currently in effect:

Member Institution/Agency: Texas Southern University

Chief Executive Officer: James W. Crawford, III - President

☑ I certify, in accordance with Tex. Educ. Code § 51B.103, this institution does not provide any benefit to a student organization that accepts a gift from a foreign adversary or an agent of a foreign adversary or enters into a contract or agreement with a foreign adversary or agent of a foreign adversary under which the student organization receives financial support.

☑ I certify, in accordance with Tex. Educ. Code § 51B.153(a), this institution has established a research security office.

☑ I certify, in accordance with Tex. Educ. Code § 51B.201, this institution has established an international travel approval and monitoring program which uses a risk-based framework for employment related foreign travel, including health, safety, and security factors. Such program requires preapproval for certain employment related foreign travel to foreign adversary countries.

☑ I certify, in accordance with Tex. Educ. Code § 51B.251, this institution has not, after publication of the list of prohibited software by the Texas Higher Education Coordinating Board on March 5, 2026, entered into or renewed a contract to provide testing, tutoring, or other education software included on that list.

☑ I certify, in accordance with Tex. Educ. Code § 51B.301, this institution is in compliance with the provisions Tex. Educ. Code Chapter 51B currently in effect.

☑ I certify, in accordance with Tex. Educ. Code § 51.301(a), that no state appropriations to this institution for FY27 have been spent prior to submission of this certification report for FY26 to the Governor, Legislature, the Texas Higher Education Coordinating Board, and Higher Education Research Security Council.

☑ I understand the State Auditor's Office will periodically conduct a compliance audit for this institution and if violations of Tex. Educ. Code Chapter 51B are found, this institution must cure the violation within 180 days or become ineligible to receive formula funding increases, institutional enhancements, or exceptional items during the state fiscal biennium immediately following the state fiscal biennium in which the determination is made.

I certify that all information in this submission is true, accurate, and complete.

Failure to return a certification form to the Texas Higher Education Coordinating Board by September 1, 2026, will be considered an act of non-compliance with the law and can subject the above referenced institution to all penalties allowed by law.

Signature of Institution's President/CEO

J. W. Crawford III
Vice Admiral, JAGC, U.S. Navy (Retired)

8.19.26
Date Signed

Signature of Institution's Board Chair

The Honorable
James M. Benham

8/19/26
Date Signed

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, and Student Life

ITEM: Update on ASCEND 2030 Strategic Plan Milestones (Fall Report)

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
This informational presentation will highlight the status of the ASCEND 2030 University Strategic Plan Milestones. This summary will include the current status of milestones attainment regarding the reportable outcome measures to-date.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Ascend 2030 Strategic Plan Milestones updates Fall 2026.pptx

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
1.3 Grow total enrollment
2.2 Build stackable credential options and educational pathways
2.3 Strengthen university partnerships
3.2 Strengthen data analytics
4.3 Introduce new technologies into classroom and curriculum
4.4 Infuse AI and immersive technologies into curriculum

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/21/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb	10/21/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 22, 2026 13:03:13 CDT)	10/22/2026
PRESIDENT	**DATE**

ASCEND

Strategic Plan 2030



TEXAS SOUTHERN UNIVERSITY
Est. 1927

Priority Areas of Focus



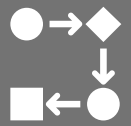
Student Achievement & Outcomes

Texas Southern will **prioritize student success** and ensure all students are supported in **achieving their learning goals**, developing market-relevant and **in-demand skills**, building strong character and **progressing toward graduation** or completion with strong post-graduate earning potential.



Academic Research & Innovation

Texas Southern will advance **cutting-edge teaching**, **learning**, and **research practices** responsive to evolving **societal and economic demands**; expanding access to **quality education for every student**, supporting **workforce development** in the region, and accelerating knowledge creation.



Operational Excellence

Texas Southern will foster an environment of highly effective, **efficient operations** that reflect a culture of **institutional excellence and resilience** that inspires students, faculty, staff, and administrators to **perform at their highest potential**.



Technology & Artificial Intelligence (AI)

Texas Southern will **adopt and integrate digital tools** and systems, emerging technologies including **fast-paced and ever-evolving machine intelligence** to enhance institutional agility and **transform the academic and research enterprise**.

Strategic Plan Components

TEXAS SOUTHERN UNIVERSITY



1. Student Achievement & Outcomes

MILESTONES

1-year Persistence Rate

2024	2025	2026	Target	2030
66.2	70.2	69.9		85%

4-year Graduation Rate

2024	2025	2026	Target	2030
19.0	12.1	15.9		35%

Percent of Students who are Graduate or Professional

2024	2025	2026	Target	2030
21.4	20.5	20.7		40%

2. Academic & Research Innovation

MILESTONES

Establish four new 4+1 programs

2024	2025	2026	Target	2030
2	2	4 existing		+4

Provide interactive learning experiences in 100% of undergraduate academic programs

2024	2025	2026*	Target	2030
New Measure				100%

*Data available Summer 2027

3. Operational Excellence

MILESTONES

50% of undergraduate faculty will be credentialed in Effective Teaching Practices

2024	2025	2026*		2030
	8%	-	Target	50%

*Updated data available Summer 2027

Texas Southern will be established as one of the Top 20 safest campuses in the nation

2024	2025	2026*		2030
New Measure			Target	Top 20

*Data available Summer 2027

4. Technology & Artificial Intelligence (AI)

MILESTONES

100% of the academic programs will provide job simulation opportunities

2024	2025	2026*		2030
New Measure			Target	100%

*Data available Summer 2027

85% of help desk customers will be satisfied with information technology services

2024	2025	2026*		2030
New Measure			Target	85%

*Data available Summer 2027

Enrollment Highlights

TSU
TEXAS SOUTHERN UNIVERSITY

TX Peer Comparison-2025 Data

Peers based on: Doctoral Classification and Region

Institution	2023	2024	2025	% Change 2023-2025
East TX A&M University	11,500	12,741	12,998	13.03
Prairie View A & M University	9,415	9,821	10,057	6.82
Sam Houston University	20,761	20,336	20,457	-1.46
Tarleton State University	14,513	17,256	19,666	35.51
TX A&M Corpus Christi	10,855	11,266	11,363	4.68
TX A&M Kingsville	6,553	6,862	6,833	4.27
Texas Southern University	8,469	8,704	9060	6.98
TX Woman's University	15,180	14,895	15,009	-1.13
UT Tyler	9,442	10,089	11,044	16.97
UT Rio Grande Valley	31,577	33,578	34,591	9.54

2026
Texas Southern Highlight

+4% over prior year, enrollment increased to 9,423.

Data Source: THECB Accountability System and institutional database.



Thank You



TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research, and Student Life

ITEM: Update on Academic Affairs Highlights

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Dr. Carl B. Goodman, Provost and Senior Vice President for Academic Affairs will present an update on the highlights of the Division of Academic Affairs for the Fall 2026 semester.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

Academic Affairs Presentation.pptx

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.3 Grow total enrollment
1.4 Expand career readiness and career advancement opportunities
2.1 Deploy pedagogical innovation
2.2 Build stackable credential options and educational pathways
2.3 Strengthen university partnerships
2.4 Grow research and doctoral education; advance toward R1
3.1 Improve student experience — streamline processes/technology
3.3 Invest in faculty and staff professional development
4.2 Deploy intelligent automation/AI across student services
4.3 Introduce new technologies into classroom and curriculum
4.4 Infuse AI and immersive technologies into curriculum
4.5 Leverage technology to expand online and hybrid learning

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/21/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb	10/21/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 22, 2026 13:03:57 CDT)	10/22/2026
PRESIDENT	**DATE**

TEXAS SOUTHERN UNIVERSITY

TEXAS SOUTHERN UNIVERSITY

Division of Academic Affairs Updates

November 2026

Carl B. Goodman, Ph.D.
Provost and Senior Vice President for Academic Affairs

1. Research
   R2 → TUF → R1
2. Accelerating Student Success
3. Expanding Online Learning, Credentialing & Digital Innovation
4. AI Integration
5. Excellence In Achievement 2026

FACULTY INSTITUTE RECAP









DIVISION OF RESEARCH AND INNOVATION | FY2026

Building Sustainable Research Growth

$156.1M
Requested ↑ 73%

$55.1M
Awarded ↑ 72%

113
proposals submitted

51
awards received

Position against R1

$22.16M of $50M expenditures (44%)

32 of 70 research doctorates (46%)

Position against TUF

$21.02M of $20M expenditures

32 of 45 research doctorates (71%)

Partnerships

Thermo Fisher organoid training and two internships; NASA, USRA, HBCU CHIPS, SRC, AFROTECH 2026

People

Compliance Assistant Director and SAVP in FY2027; $1.4M FY2028 capacity request

Infrastructure

OTTC established; RCMI Center; CLIA-certified lab

Strategy

FY2030 goal: $44M HERD expenditures. Doctoral cohort decision needed by Spring 2027.

FY2026 = September 2025 through August 2026. R1 expenditures: most recent HERD. TUF: three-year averages, Texas Education Code Ch. 62.

Complete College America (CCA)















Monterey Jazz Fest

Texas Southern University

Google AI Learning Community

A two-stage Google Coursera credentialing pathway building AI literacy and fluency across faculty, staff, and student participants.

INTENT

Build institution-wide AI literacy and fluency by moving a cross-functional cohort of faculty and staff from foundational skills to professional-level application, leveraging TSU's designation as a Google Higher Ed Accelerator campus.

STAGE 1 · NOW

Google AI Essentials

5 courses | under 10 hours

Introduction to AI · The Art of Prompting · Use AI Responsibly · Maximize Productivity with AI · Stay Ahead of the AI Curve

STAGE 2 · NEXT

Google AI Professional Certificate

7 courses | about 11 hours

AI Fundamentals · Brainstorming & Planning · Research & Insights · Writing & Communicating · Content Creation · Data Analysis · App Building

IMPACT

Credentials
Two Google certificates earned in sequence

Practice
Responsible, productive AI use in daily work

Capacity
A cross-functional network shaping TSU's AI ecosystem

AT A GLANCE

Google Higher Ed Accelerator
TSU is a designated campus partner.

Cross-functional cohort
Faculty and staff learning together

100% online & self-paced
Asynchronous; fits around daily work

No cost to participants
Essentials and the Professional certification are both free for TSU faculty & staff.

COHORT I ENROLLMENT

Closes on October 9, 2026

TSU ONLINE|
DIGITAL LEARNING
INNOVATION

20|20 Course Redesign Initiative

Where Teaching and Learning Come into Focus.

~20

Phase I: High-demand courses redesigned in the first cohort, 20|20-I.

In partnership with a vetted, established provider selected through a competitive review process

INTENT

Strengthen and enhance TSU's highest-demand online courses:

General Education & Feeder Courses
Serve multiple majors across the university

High-Enrollment Electives
Open to a broad range of students

A three-pronged goal:

1. Build premium courses designed in alignment with the research-based Quality Matters (QM) Higher Education Rubric.
2. Support student engagement for optimal learning, academic success, and career readiness.
3. Restore a teaching and learning equation that is enjoyable and fulfilling for both students and faculty.

IMPACT

Redesign
~20 high-demand courses in Phase I: 20|20-I

→

Template
The selected course in each subject area becomes the templated shell

→

Model
Each shell sets the model for future high-quality course development in its discipline

A repeatable cycle: *each cycle brings a new cohort of courses into focus (20|20-I, 20|20-II,…).*

PROGRAM REVIEWS

For the most recent five-year period, 2022 – 2026, the following Graduate Programs have completed external program reviews that have been submitted to THECB (this updated list includes three programs that submitted during the time but had reviews due prior to 2022):

- PhD Administration of Justice (SOPA)
- MS Administration of Justice (SOPA)
- PHD Urban Planning and Environmental Policy (SOPA)
- MA English (COLABS)
- MA Communication (SOC)
- MS Health and Kinesiology (COE)
- MA History (COLABS)
- MA Sociology (COLABS)
- MBA (Master of Business Administration) (JHJ SOB)
- MS Computer Science (COSET)
- MED Counselor Education (COE)
- EDD Counselor Education (COE)
- MS Management Information Systems (JHJ SOB)
- MS Sport Studies and Sport Leadership (COE)
- MS Transportation Planning and Management (COSET)
- MPA (Master of Public Administration) (SOPA)

PROPOSED 3-YEAR PROGRAMS

JHJ	COSET	COLABS	COPHS
Reduced-hour B.S. Degree in Real Estate Development	Reduced-hour B.S. in Unmanned Aerial Systems Reduced-hour Associate of Sciences Computer Science (with AI emphasis)	Reduced-hour B.A. in Professional and Creative Writing Reduced-hour B.A. in Geographic Information Science and Cartography	Reduced-hour B.S. in Health Administration Reduced-hour B.S. in Health Information Management

THEATRE DEPARTMENT







DR. CLEVE V. TINSLEY
RELIGIOUS STUDIES CHAIR

Cleve V. Tinsley IV, Ph.D., is an Associate Professor of Religious Studies and Director of the Graduate Program in Religious Studies at Texas Southern University. A scholar of Black religion, culture, and public life, his work examines African American religious identity, lived religion, race, power, and moral agency through historical, ethnographic, and cultural-sociological approaches. He is the author of the forthcoming *Black Soul Struggles: Sacred Contestation and African American Identity* with Bloomsbury Academic. His work bridges scholarship, public humanities, institutional leadership, and community engagement, with particular attention to the ways religious worlds shape civic life and struggles for freedom. Dr. Tinsley is also an ordained minister and Principal of Imaginoir Equity Group, a research and consulting practice supporting equity-centered institutions and communities.

Religious Studies Vision

Religious Studies at Texas Southern University will become a distinctive interdisciplinary program for understanding religion as a formative force in culture, power, and public life. Rooted in the intellectual traditions and public mission of an HBCU and situated within Houston's extraordinary religious and cultural diversity, the program will give particular attention to Black religious worlds while preparing students to study religion historically, socially, comparatively, and critically. Through rigorous graduate education, public scholarship, and community-engaged partnerships, we aim to establish TSU as a consequential center for the study of religion in society.

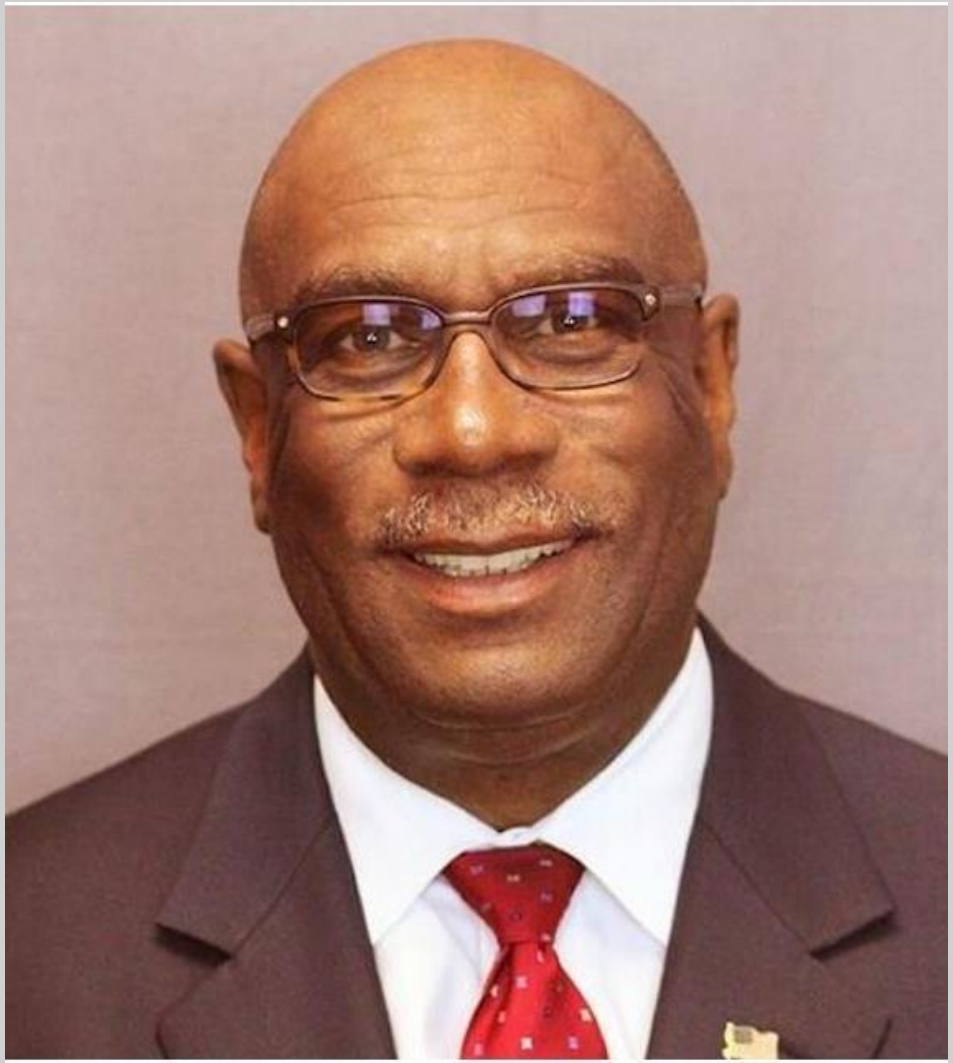


FACULTY SPOTLIGHT

Dr. Michael O. Adams, Ph.D., is Professor of Political Science and Public Administration in the Barbara Jordan–Mickey Leland School of Public Affairs at Texas Southern University and founding director of the Barbara Jordan Public Policy Research and Survey Center. During more than four decades of service to TSU, he has also served as department chair, interim dean, and founding director of the Executive Master of Public Administration Program and the Institute for Voter and Civic Engagement. His scholarship and public policy work focus on minority politics, voting rights, elections, redistricting, civic engagement, and urban politics.

Under his leadership, the Barbara Jordan Center has become a nationally recognized source of public opinion research, producing surveys cited by major news organizations and election analysts across the country. Dr. Adams has secured and led projects totaling more than $3.4 million in federal and foundation funding while creating research and publication opportunities for graduate, law, and doctoral students. He is also a frequent commentator on Texas and Houston politics and serves as an on-air election analyst for KHOU 11. In 2026, the Andrew Goodman Foundation named Dr. Adams its Champion of the Year in recognition of his contributions to civic engagement and student participation. A native of Jackson, Mississippi, he is a graduate of Tougaloo College and earned his doctorate from Atlanta University.

FACULTY SPOTLIGHT



John Scroggins is the Executive in Residence and Founder of the Future Bankers Leadership Program (FBLP) at the Jesse H Jones School of Business at Texas Southern University (TSU). The FBLP is a commercial banking initiative that began in the Fall Semester of 2021 to establish a sustainable banking program that will foster the growth and development of a diverse population of banking leaders. John has over 40 years of banking experience having served as President and CEO of Unity National Bank of Houston and senior and executive management positions with Allegiance Bank/Stellar Bank, Wells Fargo Bank, Prime Bank and First City National Bank of Houston.

Mr. Scroggins earned his B.S. from Texas Southern University and received his MBA from Texas Southern University and University of Houston with a concentration in Banking and Finance. Mr. Scroggins is also a graduate of the Southwestern Graduate School of Banking at SMU. Mr. Scroggins is a recent graduate of the UCLA Luskin School of Public Affairs Being a Leader and The Effective Exercise of Leadership program. Mr. Scroggins currently serves as chairman of the Future Bankers Advisory Committee and is also a member of the Jesse H. Jones School of Business Advisory Council at TSU. Mr. Scroggins formerly served on the Federal Reserve Bank of Dallas Community Depository Institutions Advisory Council (CDIAC). Mr. Scroggins also serves as Treasurer of the Board of Directors of the Clean Energy Fund of Texas



DR. ROGER HART

Associate Professor

College of Liberal Arts & Behavioral Sciences

FACULTY SPOTLIGHT

Dr. Roger Hart is a professor at Texas Southern University and a Thomas F. Freeman Honors College Faculty Fellow whose work advances interdisciplinary research in history, technology, and science. He recently received a three-year, $396,807 grant from the National Science Foundation for the project “Excellence in Research: The Second Quantum Revolution.” As Principal Investigator, Dr. Hart will lead research examining the contemporary history and global development of quantum information science through data analytics, oral history, and comparative global analysis. The project will also preserve approximately 30 oral-history interviews with leading scientists and further develop an open-source data analytics platform for studying quantum information science. At Texas Southern University, Dr. Hart will expand student research opportunities through new courses in digital history, digital oral history, and interdisciplinary quantum information science. His work will strengthen TSU’s capacity in digital scholarship and emerging areas of scientific and technological research while creating new opportunities for students across multiple disciplines.



DR. WHITNEY HOWARD

Adjunct Professor

School of Communication

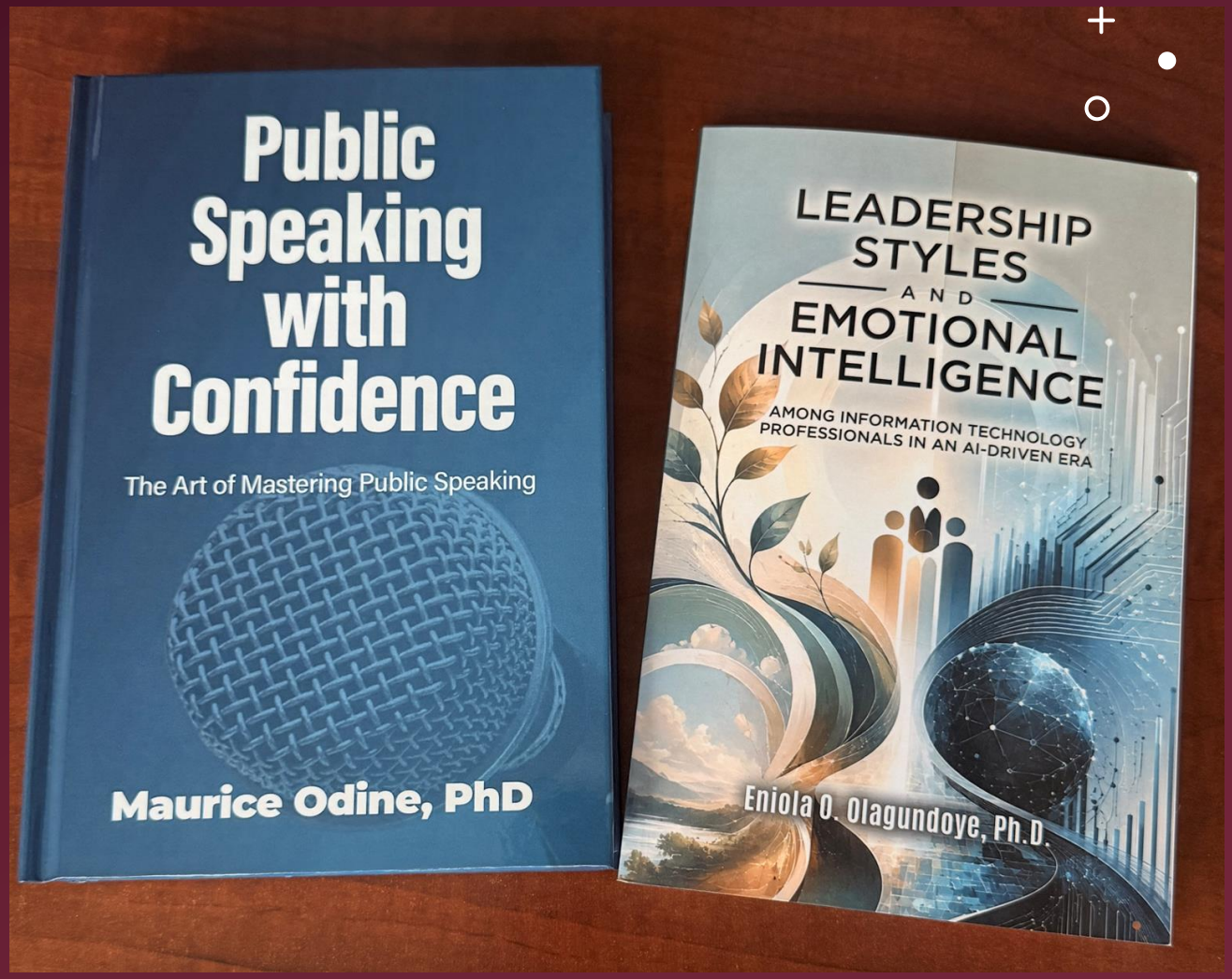
FACULTY SPOTLIGHT

Dr. Whitney Howard is a scholar, published author, and Adjunct Professor in the Department of Communication Studies at Texas Southern University. Her academic journey began at TSU, where she earned her master's degree in Communication and developed the foundation for her scholarly research. She later pursued her Ph.D. at The University of Southern Mississippi, presenting research at the Southern States Communication Association and continuing to strengthen her work as a scholar. Dr. Howard's research examines the intersections of race, gender, class, identity, and power dynamics. Her recent article, "Breaking the Silence: Navigating the Complexities of Coming Out in the Lives of Black Men," has been accepted for publication in a peer-reviewed Taylor & Francis journal recognized within the Quartile 1 ranking. Through her scholarship, teaching, and community engagement, Dr. Howard works to amplify underrepresented perspectives and advance critical conversations surrounding representation, identity, culture, and social structures.

FACULTY AUTHORS

Maurice Odine PhD
Professor of Radio, Television, and Film
School of Communication

Eniola O. Olagundoye
Professor of Business Administration
Jesse H. Jones School of Business



TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Development and Legislative Affairs

ITEM: Request Approval to Establish Naming Rights for a Commemorative Large-Scale Aircraft Display Adjacent to the Leonard H.O. Spearman Technology Building

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration recommends that the Texas Southern University Board of Regents approve, subject to completion of required due diligence, the acceptance of a proposed in-kind gift from Captain Mario M. Ecung for the design, fabrication, and installation of a 1:10 scale commemorative Boeing 787-9 aircraft display on the campus of Texas Southern University and authorize the Administration to negotiate the terms consistent with University policies and procedures.

The donor has proposed that the aircraft display be located adjacent to the Leonard H.O. Spearman Technology Building near Tiger Walk. However, the proposed location remains subject to review and final determination by the University, based on its institutional priorities, operational considerations, campus planning objectives, and overall best interests. The Administration will consult with the appropriate University committees and stakeholders to evaluate the proposed site and determine the most suitable location on campus. The final location shall be determined at the University's discretion and in its best interests, consistent with applicable policies and approval processes. Approval of this agenda item shall not constitute approval of a specific location, and the final gift agreement will expressly reserve the University's authority to determine the placement of the aircraft display.

The proposed gift will be evaluated in accordance with MAPP 07.02.01 (Naming Policy), including review and recommendation by the University Naming Committee, completion of the Naming Opportunity Approval Form, verification that the gift's value is commensurate with the proposed naming recognition, and compliance with applicable gift receipt requirements, including receipt of at least 50% or the full gift amount, as required. Any naming agreement will contemplate a 25-year term, subject to applicable policy requirements and final approval.

In accordance with MAPP 07.01.01 (Gift of Personal Property), the University will obtain a professional appraisal or valuation and assess ownership, installation, maintenance, site preparation, and associated financial obligations before finalizing acceptance. Supporting documentation will include the Naming Committee's recommendation, completed approval form, valuation documentation, and a proposed agreement. The final agreement will be subject to review and approval by the Office of General Counsel.

Board approval is requested to authorize conditional acceptance of the proposed gift and negotiation of its terms, with the understanding that the donor's proposed campus location remains subject to institutional review and approval. Final site designation, naming recognition, and agreement approval will proceed through the University's established processes.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

(Under Separate Cover)
-Sample Naming Agreement - 09-28.2026
-Atlantic Models Inc Quote
-Memorandum

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 07.01.01-Gift and Property
MAPP Policy: 07.02.02-Naming
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
2.3 Strengthen university partnerships
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/21/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb	10/21/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 23, 2026 18:23:39 CDT)	10/23/2026
PRESIDENT	**DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Development and Legislation

ITEM: Update on Legislative Appropriations Request Submission, Texas House Committee on Higher Education Interim Hearing, and Insight on the 90th Legislature

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Texas Southern University is a public institution of higher education. As a state institution, the Texas Legislature provides appropriations for the operation of the University. Additionally, our Board of Regents is a gubernatorial appointed body charged with governance. To make informed decisions, Government Affairs must keep the Board informed of the governmental landscape.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

November 2026 Board Briefing Update.pptx
LAR Submission for Fiscal Years 2028 and 2029

RELATED BOARD BYLAW, POLICY AND/OR MAPP: N/A

ACTION REQUESTED: Information

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.3 Grow total enrollment
1.4 Expand career readiness and career advancement opportunities
2.4 Grow research and doctoral education; advance toward R1
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

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GENERAL COUNSEL	**DATE**

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J Maine Chubb	10/21/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 22, 2026 13:06:35 CDT)	10/22/2026
PRESIDENT	**DATE**



QUARTERLY BOARD BRIEFING

November 2026

TEXAS SOUTHERN UNIVERSITY

FY 2028–2029 LEGISLATIVE APPROPRIATIONS REQUEST

A disciplined funding request strengthens existing state investments, expands workforce capacity, and advances one major capital project.

$43.36M

2028–29 GR LIMIT

Non-exempt General Revenue limit after the 3% reduction; not the University's total appropriation.

$1.34M

3% REDUCTION

Reduction applied to the $44.70 million non-exempt General Revenue base.

SIX EXCEPTIONAL ITEMS

Approximately $7.48 million over the biennium for academic, accreditation, student-success, and workforce priorities.

ONE CAPITAL PROJECT

Thurgood Marshall Law Center: approximately $193.65 million in separately requested capital construction financing.

Targeted operating investments plus a separately identified capital priority.

EXCEPTIONAL ITEMS | ENGINEERING AND ACCREDITATION

Priority investments in engineering expansion and accreditation-related academic capacity.

1 URBAN INFRASTRUCTURE AND APPLIED ENGINEERING

$955,143 / FY | $1,910,286 biennial

Expands engineering education, laboratories, applied research, and industry pathways in transportation, energy, water, and resilient infrastructure.

2 ACCREDITATION — PHARMACY

$69,072 / FY | $138,144 biennial

Enrollment-driven increase: expands faculty and clinical instruction, experiential training, and accreditation support for more Pharmacy students.

3 ACCREDITATION CONTINUATION — BUSINESS

$724,294 / FY | $1,448,588 biennial

Strengthens AACSB accreditation, faculty capacity, business analytics and financial-markets curricula, and employer partnerships.

Incremental requests; each annual amount is repeated in FY 2029.

EXCEPTIONAL ITEMS | EDUCATION AND WORKFORCE

Targeted investments in educator preparation, timely completion, and creative-industry employment.

4 ACCREDITATION — EDUCATION

$717,519 / FY | $1,435,038 biennial

Supports educator preparation and certification, clinical and residency partnerships, and school-improvement practices.

5 TIGER SUMMER OF ACCELERATION

$525,716 / FY | $1,051,432 biennial

Expands summer coursework, tutoring, advising, gateway-course completion, and degree progression toward timely graduation.

6 TEXAS CREATIVE INDUSTRIES WORKFORCE INITIATIVE

$750,000 / FY | $1,500,000 biennial

Establishes training in film, television, performing arts, and digital production, including technical skills, apprenticeships, and employer partnerships.

Combined six-item request: $3,741,744 annually; $7,483,488 for the biennium.

THURGOOD MARSHALL LAW CENTER — CAPITAL PRIORITY

The University requests approximately $193.65 million in capital construction financing, separate from the six exceptional items.

CAPITAL REQUEST

$193.65 MILLION

Modern Thurgood Marshall Law Center construction.

ACADEMIC PURPOSE

Expand law instruction, clinical legal education, courtroom simulation, advocacy training, and experiential learning.

STRATEGIC VALUE

Strengthen preparation of practice-ready attorneys and sustain the Law School's statewide public-service mission.

90TH TEXAS LEGISLATURE | UNIVERSITY PRIORITIES

The 2027 session provides an opportunity to align statewide higher education policy with the University's Centennial priorities.

OPERATING INVESTMENTS

$7.48 million in six exceptional items supporting engineering, accreditation, student progression, and workforce development.

CAPITAL PRIORITY

$193.65 million Thurgood Marshall Law Center construction-financing request; separate from recurring academic funding.

PERFORMANCE-BASED FUNDING

Support measurable student outcomes and meaningful student-need weights while protecting core operating support and institutional stability.

STRATEGIC ENGAGEMENT

Coordinate University leadership, students, alumni, and legislative partners around a consistent, documented message.

Legislative success requires a unified academic, fiscal, and student-success narrative.

TIGER DAY AT THE TEXAS CAPITOL

Proposed student-centered legislative engagement during the 90th Texas Legislature.

TENTATIVE DATES

February 23, 24, or 25

2027

One date to be confirmed

STUDENT LEGISLATIVE ADVOCACY

Students visit and engage legislators' offices, emphasizing institutional accomplishments, student outcomes, and the Centennial.

CORE LEGISLATIVE MESSAGE

Communicate the six exceptional items, the Law Center capital request, and the University's role in Texas workforce and civic leadership.

Planning priorities: student preparation • office coordination • leave-behind materials • nonpartisan institutional messaging

TEXAS SOUTHERN UNIVERSITY

INVESTING IN THE NEXT 100 YEARS

90th Texas Legislature

Building Opportunity. Advancing Texas.

THURGOOD MARSHALL LAW CENTER

Building the Next Century of Legal Education, Public Service, and Leadership.



Conceptual Image — Not Final Design

A FOUR-STORY, 256,825-GSF CENTER
Connecting learning, practice, scholarship, and public service.

Learning & Scholarship
Classrooms • law library • Earl Carl Institute

Practice & Student Success
Courtroom simulation • law clinics • organizations • wellness

Faculty, Research & Operations
Faculty offices • academic support • administration • technology

Public & Community
Auditorium • lobby • cafeteria • outdoor gathering

$193.7 MILLION CAPITAL REQUEST | Design work advancing | Schematic design begins October 16, 2026

SIX STRATEGIC INVESTMENTS

Strengthening Programs. Expanding Opportunity. **Serving** a Stronger Texas.

1. **Urban Infrastructure and Applied Engineering** — Expands applied engineering education and workforce capacity addressing Texas infrastructure needs. — Two-Year Request **$1,910,286**
2. **Pharmacy Accreditation** — Supports accreditation requirements and maintains the quality of pharmacy education. — Two-Year Request **$138,144**
3. **Business Accreditation** — Sustains accreditation standards and strengthens business education. — Two-Year Request **$1,448,588**
4. **Education Accreditation** — Supports educator preparation, certification quality, and accreditation requirements. — Two-Year Request **$1,435,038**
5. **Summer of Acceleration** — Helps students maintain academic momentum and advance toward graduation. — Two-Year Request **$1,051,432**
6. **Texas Creative Industries Workforce Initiative** — Develops workforce pathways in film, television, and performing arts. — Two-Year Request **$1,500,000**

FY 2028–2029 EXCEPTIONAL ITEMS: $7.48 MILLION COMBINED BIENNIAL REQUEST

TEXAS SOUTHERN UNIVERSITY | A CENTURY OF ACHIEVEMENT. A BOLDER TOMORROW.

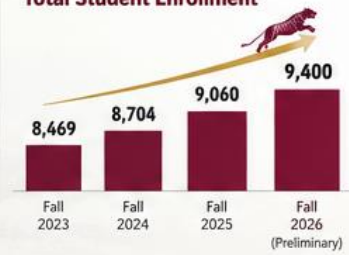
TEXAS SOUTHERN UNIVERSITY

SOARING INTO THE NEXT 100 YEARS

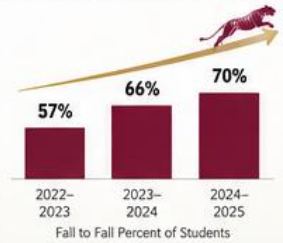
More Students. Greater Achievement. Stronger Communities. A Brighter Texas.

STUDENT SUCCESS ON AN UPWARD TRAJECTORY

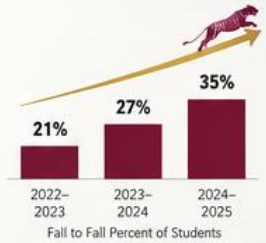
Total Student Enrollment



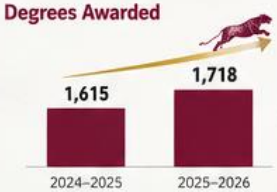
First-Year Persistence Rate



First-Year Progression Rate

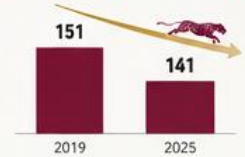


Degrees Awarded



6% INCREASE

Average Semester Credit Hours to Degree



7% DECREASE

EXPANDING IMPACT ACROSS TEXAS

$9.998 MILLION FORGE GRANT

RESEARCH GROWTH AND WORKFORCE CAPACITY

Expands defense-aligned research and workforce capacity in artificial intelligence, advanced materials, resilient systems, biomanufacturing, and logistics.

15,676 JOBS

SUPPORTING TEXAS COMMUNITIES

Texas Southern University's impact extends well beyond campus, supporting economic growth, workforce development, and opportunity throughout the region.

$1.6 BILLION

ANNUAL ECONOMIC IMPACT

Driving opportunity, innovation, and a stronger Texas economy.

A STRONGER TODAY. A BRIGHTER TOMORROW.

As we approach our 2027 centennial, Texas Southern University is building for its next century through accountability, student achievement, research growth, and strategic investment in facilities and statewide impact.

TEXAS SOUTHERN UNIVERSITY | 1927 – 2027 | A CENTURY OF ACHIEVEMENT

Legislative Appropriations Request

For Fiscal Years 2028 and 2029

Submitted to the

Office of the Governor, Budget Division

and the Legislative Budget Board

by

TEXAS SOUTHERN UNIVERSITY

Date of Submission
October 16, 2026

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Agency Code:	Agency Name:	Prepared By:	Date:
717	Texas Southern University	James White	**October 2026**

For the schedules identified below, Texas Southern University either has no information to report or the schedules are not applicable. Accordingly, these schedules have been excluded from the University's Legislative Appropriations Request for the FY 2028–2029 biennium.

Number	Name
Part 3.B	Rider Revisions And Additions Request
Part 3.C.	Rider Appropriations And Unexpended Balances Request
Part 5	Capital Budget
Part 6.D	Federal Funds Tracking Schedule
Part 6.E	Estimated Revenue Collections Supporting Schedule
Part 6.F	Advisory Committee Supporting Schedule
Part 6.J	Behavioral Health Funding Schedule
Part 6.K	Budgetary Impacts Related to Recently Enacted State Legislation Schedule
Part 6.L	Interagency Contracts Schedule
Higher Education Supporting Schedule	Group Insurance – UT/A&M
Higher Education Supporting Schedule	Group Insurance - Supplemental

717 Texas Southern University

Entering Our Second Century of Service to Texas

A Message from James W. Crawford III,
President, Texas Southern University

Introduction

Texas has never been content to prepare for yesterday's economy. Public higher education persists as one of Texas' most enduring investments because its value compounds across generations. As Texas Southern University approaches its Centennial, this Legislative Appropriations Request (LAR) presents a vision for creating greater public value for Texas during the University's second century.

A Century of Public Purpose

Founded in 1927, Texas Southern University has prepared generations of educators, attorneys, pharmacists, engineers, scientists, entrepreneurs, military officers, artists, and public servants. The University is already building on this legacy through student success, research, workforce development, and stewardship in its second century, generating $1.6 billion in annual economic impact. It supports 15,676 jobs across the institutional service area, Greater Houston, reinforcing the University's role as a major driver of economic growth, workforce development, research activity, and opportunity throughout the region.

Stewardship

Aligning its future around a disciplined strategy of Renew, Enhance, and Expand, the University is strengthening a governance foundation that champions academic excellence, enhances our students' experience, and embraces responsible stewardship of the public trust. The University is deeply appreciative of the State Auditor's review of our financial processes. Responding to the audit findings, the University accelerated the implementation of several corrective initiatives that were already underway before the State Auditor released the final report. The University has appointed a highly qualified Internal Auditor and Chief Financial Officer. Additionally, the University has installed its first Chief Administration Officer, who is a highly experienced and knowledgeable higher education executive and manages the institution's administrative functions to achieve a unity of effort. We have updated and modernized our entire Manual of Administrative Policies and Procedures (MAPP), the official policy framework that provides essential guidelines for governance and operations. We have required that faculty and staff read the revised MAPP. To ensure implementation, monitoring, and sustained improvement, the Board of Regents and I have constructed an independent oversight triad: Internal Audit, Compliance, and Risk Management. Highly capable and well-qualified senior leadership and a regime of independent oversight have provided a foundation for strengthening fiscal operational processes, asset accountability, and information technology governance.

Because the state audit has placed us on a long-term commitment to institutional excellence and responsible management of public resources, the University fully embraces statewide leadership's call for "the prudent stewardship of public funds" in their policy letter outlining the submission instructions for the Legislative Appropriations Request for the 2028-29 biennium. To meet the three percent base-appropriation reduction, Texas Southern University applied the required $1,340,990 biennial reduction to Institutional Enhancement, the most administratively flexible component of the University's non-exempt funding base. The decision to apply the reduction to Institutional Enhancement does not establish that this funding is expendable. Institutional Enhancement served as a fiscal shock absorber, allowing the University to manage a state-directed reduction without indiscriminately cutting more narrowly purposed academic and student-support strategies. Without this stable and flexible funding base, the University would have faced greater disruption to core operations.

717 Texas Southern University

Texas Southern University respectfully submits six targeted exceptional-item requests to strengthen academic programs, improve student success, and address critical workforce needs. These requests complement the University's commitment to operational efficiencies, fiscal accountability, and responsible stewardship of state resources.

Our Urban Infrastructure and Applied Engineering non-formula support item is especially important to the viability of our local communities as they grapple with challenges associated with developing twenty-first-century infrastructure to address flooding, water supply, transportation, and housing. Texas Southern University will pursue operational efficiencies with the deployment of artificial intelligence to help offset the cost of this exceptional-item request. The University also has strengthened its administrative hiring controls: deans and department heads must obtain approval from campus executive leadership—the President, Chief Administration Officer, and Chief Academic Officer—before filling any new administrative position.

Student Success

Achieving operational efficiencies allows Texas Southern University to prioritize student success. Student success is the University's highest academic priority because every student who completes a degree strengthens Texas' workforce and increases the return on the State's investment in public higher education. During the current biennium, Texas Southern University increased first-year persistence to 70.2 percent in 2025, from 66.2 percent in 2024. In 2025, the University improved academic progression, i.e., the percentage of first-year students who earned 30 semester credit hours in their first academic year, to 35 percent. The progression rate in 2024 was 27 percent. This represents an approximately 30 percent increase in the progression rate. These outcomes reflect intentional investments in academic support, advising, fostering a transformative student experience, and degree completion initiatives that help more students reach graduation.

Every additional graduate represents another educator, engineer, pharmacist, attorney, scientist, entrepreneur, or public servant prepared to contribute to local prosperity and the economic competitiveness of the State of Texas.

Texas Southern University continues to make measurable progress in advancing student success. The University's six-year graduation rate increased from 20 percent in 2023 to 24 percent in 2025. Four-year completion rates were 19.1 percent in 2024, 12.4 percent in 2025, and 15.9 percent in 2026, reflecting improvement from the prior year while underscoring the need for sustained progress toward higher graduation rates.

These outcomes reflect the University's sustained emphasis on academic advising, tutoring, student engagement, and encouraging students to successfully complete 30 semester credit hours each academic year. A significant institutional milestone occurred during the Spring 2026 Commencement ceremonies, when Texas Southern celebrated nearly 1,100 degree recipients—the largest graduating class in the University's history.

The public value of degree completion becomes clearest in the students behind the data. Angelo Canty's path embodies the power of academic opportunity. After an earlier college experience ended with a 0.2 grade-point average and after serving his country in Iraq, Canty enrolled at Texas Southern University in 2021. He earned a perfect 4.0, became the Spring 2025 valedictorian, completed a degree in kinesiology, and did his teaching-internship in the Cleveland Independent School District, where he accepted a full-time teaching position. He plans to pursue a master's degree in educational administration and school leadership. Canty's journey reflects personal determination, rigorous instruction, and committed faculty support and demonstrates how Texas Southern University transforms opportunity into excellence while preparing the Texans who educate Texas.

Moreover, Texas Southern University continues to show strong success in helping transfer students complete bachelor's degrees. During the current biennium, 61.3 percent of transfer students graduated within four years, exceeding the University's legislative performance target of 49.3 percent by 12.0 percentage points. Statewide, 24,910 of 40,546 transfer students (61.4 percent) earned bachelor's degrees within four years. Texas Southern University's performance is consistent with this statewide

benchmark while advancing degree completion for a student population that includes a high proportion of first-generation and economically disadvantaged students.

Jakaylee Minor's achievement demonstrates how Texas Southern University combines accelerated degree attainment with leadership and professional preparation. After earning an associate degree in Business Management and Marketing at age 17, Minor chose Texas Southern University and completed a Bachelor of Business Administration in Marketing at 19. She founded and served as the first president of the University's Real Estate Society, growing the organization to more than 80 members, and earned recognition through the University's FBI Collegiate Academy and the Jesse H. Jones School of Business Student Scholars program. Minor plans to pursue dual Master of Business Administration and Juris Doctor degrees, with interests in international business and real estate law. Her path illustrates how efficient transfer pathways, faculty mentorship, and rigorous professional preparation enable high-achieving students to accelerate their education and prepare for leadership in Texas and beyond.

Texas Southern University's Aviation Science and Technology program exemplifies the University's ability to unite academic rigor, specialized accreditation, advanced technology, and direct workforce preparation. The Aviation Science Management program holds accreditation from the Association of Technology, Management, and Applied Engineering, while the Professional Pilot program holds accreditation from the Aviation Accreditation Board International and operates in an FAA Part 141 training environment. FAA approval also allows eligible graduates to pursue a Restricted Airline Transport Pilot certificate at 1,000 flight hours rather than the standard 1,500. Students train at Texas Southern University's 20,000-square-foot aviation training facility at the Houston Spaceport. The facility includes 3,800 square feet of classroom and office space and supports training with a modern fleet of 12 Cirrus SR20 aircraft and a 2026 Diamond DA42 twin-engine trainer. Career pathway partnerships with Delta Air Lines, United Airlines, Southwest Airlines, and Republic Airways connect classroom and flight instruction to mentorship, professional development, and employment opportunities. These academic distinctions position Texas Southern University as a national leader in collegiate aviation and strengthen Texas' pipeline of pilots, aviation managers, and aerospace professionals.

Research and Innovation

Texas Southern University recognizes that exceptional teaching and meaningful research are inseparable. Excellent classroom instruction inspires inquiry, inquiry drives discovery, and discovery returns to the classroom through enriched instruction, expanded student research opportunities, and innovative solutions that address the needs of Texas. This continuous cycle of learning and discovery strengthens both academic excellence and workforce preparation. Building upon its Carnegie Research 2 (R2) designation, Texas Southern University continued to expand its research enterprise by strengthening faculty scholarship, increasing externally sponsored research, enhancing doctoral education, and fostering interdisciplinary collaboration that supports innovation and workforce development across Texas.

Texas Southern University continued to strengthen its research enterprise during the current biennium by expanding externally sponsored research and increasing research expenditures that support faculty scholarship, student engagement in research, and innovation across multiple disciplines. The University exceeded its legislative performance target for external or sponsored research funding by generating $11.3 million in qualifying external research expenditures—nearly three times its performance target of $4.19 million and representing continued growth over the prior year.

These investments advance scientific discovery, expand opportunities for undergraduate and graduate research, strengthen doctoral education, and enhance the University's ability to compete successfully for federal, corporate, and foundation-sponsored research. More importantly, they prepare students with the analytical, technical, and critical thinking skills demanded by today's employers while generating new knowledge that supports the continued economic competitiveness of the State of Texas.

Research at Texas Southern University advances the University's educational mission while addressing the challenges and opportunities shaping the future of Texas.

Students and faculty work together to transform classroom learning into discovery, innovation, and public service, preparing graduates with the analytical, technical, and critical thinking skills demanded by an increasingly knowledge-driven economy. During the current biennium, the University strengthened its research enterprise through nationally competitive investments, including a historic $21.5 million award from the National Institutes of Health to advance biomedical and health research and a $4.7 million award from the U.S. Department of Energy's National Nuclear Security Administration to lead advanced materials research supporting national security and advanced manufacturing. Together with research initiatives focused on public health, housing, environmental justice, transportation, and community resilience, these investments demonstrate that Texas Southern University is developing the talent, technologies, and partnerships that will strengthen Texas' economy, improve the well-being of its communities, and enhance the State's competitiveness for generations to come.

Texas Southern University's work with the Cancer Prevention and Research Institute of Texas further demonstrates the University's ability to move knowledge from the laboratory into lifesaving public service. CPRIT has invested more than $10 million in two sustained Texas Southern University initiatives. The Gulf Coast Consortia Center for Comprehensive PK/PD and Formulation provides advanced pre-clinical drug-development support and has assisted more than 200 cancer-drug projects led by Texas academic researchers and biotechnology companies. The Breast Cancer Screening and Prevention Center used an initial $1 million CPRIT award to provide no-cost mammograms to more than 1,350 underserved women and health education and patient-navigation services to more than 4,500 women across five counties. A new $2 million award will expand the Center's work to nine medically underserved counties, provide screening and navigation services to 2,400 women, deliver culturally tailored education to 3,900 community members, and train 600 community health workers. Together, these initiatives demonstrate Texas Southern University's strength in cancer research, translational science, prevention, early detection, and community-based health delivery while producing measurable returns on the State's investment.

Entering its second century of service, the University's focus is on sustaining recent progress, making strategic investments that will expand opportunity, strengthening workforce development, and positioning Texas to meet the challenges of the future. Consistent with this commitment, Texas Southern University respectfully submits six exceptional-item requests and one capital construction project for legislative consideration.

Strategic Investments

As Texas Southern University enters its second century, its legislative priorities reflect a disciplined approach to strengthening existing state investments, improving student outcomes, and expanding workforce development in areas critical to the State's economic future.

For the FY 2028–2029 biennium, Texas Southern University respectfully requests consideration of six exceptional items totaling approximately $7.48 million over the biennium, together with one separately identified capital construction project. Five exceptional items build upon existing non-formula support appropriations, while the sixth establishes a new workforce development initiative.

Urban Infrastructure and Applied Engineering. The University's highest-priority exceptional item would expand engineering education, applied research, and workforce development in transportation, energy, water systems, flood mitigation, infrastructure resilience, logistics, and advanced manufacturing. Building upon the Board of Regents' approval of four engineering departments and seven degree programs, this investment would strengthen specialized faculty, laboratory capacity, and industry partnerships while preparing graduates to address Texas' growing infrastructure needs.

Accreditation–Pharmacy. Additional support would strengthen faculty and clinical instructional capacity, experiential education, accreditation compliance, and licensure preparation. The request recognizes increased professional enrollment and seeks to better align recurring state support with the number of students preparing to enter Texas' healthcare workforce.

Accreditation Continuation–Business. This investment would strengthen the Jesse H. Jones School of Business' accreditation, instructional capacity, curriculum modernization, and employer partnerships. Particular attention would be directed toward financial markets, business analytics, entrepreneurship, accounting, and emerging opportunities associated with the expansion of Texas' financial services sector, including the Texas Stock Exchange.

Accreditation–Education. Through the Educator Readiness and School Transformation Initiative, the University would expand educator preparation and certification pathways, strengthen clinical and residency partnerships, and advance instructional practices that improve classroom readiness. These efforts would help address Texas' persistent educator shortages while supporting high-need schools and effective school improvement strategies.

Tiger Summer of Acceleration. Additional support would expand structured summer coursework, academic advising, tutoring, and accelerated degree pathways. By emphasizing gateway-course completion, annual accumulation of 30 semester credit hours, persistence, and timely graduation, the initiative would help students reduce unnecessary educational costs and enter the workforce sooner.

Texas Creative Industries Workforce Initiative. This new initiative would expand workforce-aligned education and professional training in film, television, performing arts, digital production, and related creative industries. By connecting academic instruction with technical training, experiential learning, and employer partnerships, Texas Southern University would complement the State's investment in the moving image industry under Senate Bill 22 of the 89th Legislature and help prepare Texans for emerging employment and entrepreneurial opportunities.

Collectively, these six exceptional items would strengthen academic and professional preparation, preserve and expand the value of previous legislative investments, improve student progression and completion, and develop the skilled workforce required for continued economic growth. The University's requests are targeted investments in established institutional priorities rather than an undifferentiated expansion of its operating base.

Capital Project: Thurgood Marshall Law Center

Separate from these recurring academic and workforce investments, Texas Southern University respectfully requests approximately $193.65 million in capital construction financing for the Thurgood Marshall Law Center.

For more than seventy-five years, the Thurgood Marshall School of Law has prepared attorneys, judges, prosecutors, public defenders, legislators, and civic leaders who have strengthened Texas' legal profession and institutions of government. A modern academic facility would expand instructional capacity, clinical legal education, experiential learning, courtroom simulation, advocacy training, and the preparation of practice-ready attorneys.

During the previous legislative session, the Legislature appropriated $10 million for the design of the new facility. The accompanying appropriation rider directing Texas Southern University to collaborate with the Texas Facilities Commission has provided an opportunity to leverage the Commission's construction expertise in advancing this important capital project. Texas Southern University is grateful for the Legislature's investment and the Texas Facilities Commission's collaboration.

Commitment to Accountability

Texas Southern University recognizes that these requests represent investments made on behalf of Texas taxpayers. The University is committed to demonstrating measurable results through improved degree production, professional licensure, teacher certification, workforce placement, sponsored research, external partnerships, and

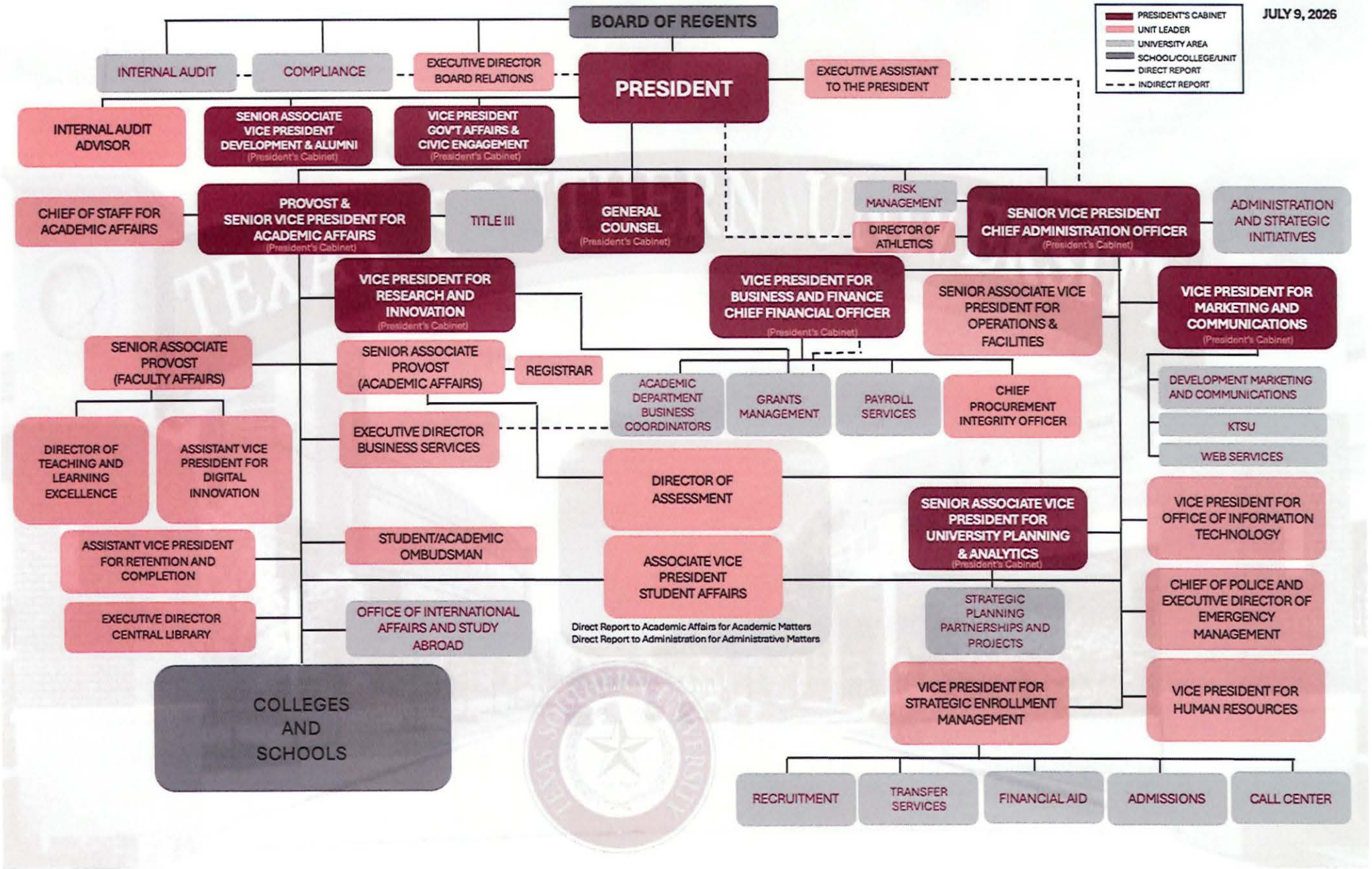
institutional effectiveness.

Together, the exceptional-item requests and the Law Center capital project establish a focused legislative agenda that connects academic excellence, student success, responsible stewardship, and workforce readiness to the economic competitiveness of the State of Texas.

Conclusion
Texas Southern University recognizes that every legislative appropriation is an investment made on behalf of the people of Texas. The University has strengthened governance, fiscal management, operational oversight, and institutional accountability to ensure responsible stewardship of every public dollar while advancing student success, research excellence, workforce development, and service to the State. These ongoing efforts reinforce a culture of transparency, continuous improvement, and fiscal stewardship while building a stronger and more sustainable institution for Texas Southern University's second century.

James W. Crawford III
President
Texas Southern University

Criminal Background Check Authority and Practices
Texas Education Code § 51.215 authorizes Texas Southern University to obtain and review criminal history record information for applicants, employees, volunteers, and other individuals as permitted by law. The University conducts criminal background checks for positions required by state law or designated by institutional policy, including positions involving access to vulnerable populations, financial responsibilities, security-sensitive duties, or other areas presenting elevated institutional risk. Texas Southern University conducts background investigations per applicable federal and state law and University policy to support institutional integrity and promote a safe and secure learning and working environment. These practices reflect the University's commitment to institutional integrity, responsible stewardship, sound risk management, and accountability to the people of Texas.


BOARD OF REGENTS
PRESIDENT'S CABINET
UNIT LEADER
UNIVERSITY AREA
SCHOOL/COLLEGE/UNIT
DIRECT REPORT
INDIRECT REPORT
JULY 9, 2026
INTERNAL AUDIT
COMPLIANCE
EXECUTIVE DIRECTOR BOARD RELATIONS
PRESIDENT
EXECUTIVE ASSISTANT TO THE PRESIDENT
INTERNAL AUDIT ADVISOR
SENIOR ASSOCIATE VICE PRESIDENT DEVELOPMENT & ALUMNI
(President's Cabinet)
VICE PRESIDENT GOV'T AFFAIRS & CIVIC ENGAGEMENT
(President's Cabinet)
CHIEF OF STAFF FOR ACADEMIC AFFAIRS
PROVOST & SENIOR VICE PRESIDENT FOR ACADEMIC AFFAIRS
(President's Cabinet)
TITLE III
GENERAL COUNSEL
(President's Cabinet)
RISK MANAGEMENT
DIRECTOR OF ATHLETICS
SENIOR VICE PRESIDENT CHIEF ADMINISTRATION OFFICER
(President's Cabinet)
ADMINISTRATION AND STRATEGIC INITIATIVES
VICE PRESIDENT FOR RESEARCH AND INNOVATION
(President's Cabinet)
VICE PRESIDENT FOR BUSINESS AND FINANCE CHIEF FINANCIAL OFFICER
(President's Cabinet)
SENIOR ASSOCIATE VICE PRESIDENT FOR OPERATIONS & FACILITIES
VICE PRESIDENT FOR MARKETING AND COMMUNICATIONS
(President's Cabinet)
SENIOR ASSOCIATE PROVOST (FACULTY AFFAIRS)
SENIOR ASSOCIATE PROVOST (ACADEMIC AFFAIRS)
REGISTRAR
ACADEMIC DEPARTMENT BUSINESS COORDINATORS
GRANTS MANAGEMENT
PAYROLL SERVICES
CHIEF PROCUREMENT INTEGRITY OFFICER
DEVELOPMENT MARKETING AND COMMUNICATIONS
KTSU
WEB SERVICES
DIRECTOR OF TEACHING AND LEARNING EXCELLENCE
ASSISTANT VICE PRESIDENT FOR DIGITAL INNOVATION
EXECUTIVE DIRECTOR BUSINESS SERVICES
DIRECTOR OF ASSESSMENT
SENIOR ASSOCIATE VICE PRESIDENT FOR UNIVERSITY PLANNING & ANALYTICS
(President's Cabinet)
VICE PRESIDENT FOR OFFICE OF INFORMATION TECHNOLOGY
ASSISTANT VICE PRESIDENT FOR RETENTION AND COMPLETION
STUDENT/ACADEMIC OMBUDSMAN
ASSOCIATE VICE PRESIDENT STUDENT AFFAIRS
EXECUTIVE DIRECTOR CENTRAL LIBRARY
OFFICE OF INTERNATIONAL AFFAIRS AND STUDY ABROAD
STRATEGIC PLANNING PARTNERSHIPS AND PROJECTS
CHIEF OF POLICE AND EXECUTIVE DIRECTOR OF EMERGENCY MANAGEMENT
Direct Report to Academic Affairs for Academic Matters
Direct Report to Administration for Administrative Matters
COLLEGES AND SCHOOLS
VICE PRESIDENT FOR STRATEGIC ENROLLMENT MANAGEMENT
VICE PRESIDENT FOR HUMAN RESOURCES
RECRUITMENT
TRANSFER SERVICES
FINANCIAL AID
ADMISSIONS
CALL CENTER

CERTIFICATE

Agency Name TEXAS SOUTHERN UNIVERSITY (717)

This is to certify that the information contained in the agency Legislative Appropriations Request filed with the Legislative Budget Board (LBB) and the Office of the Governor, Budget and Policy Division, is accurate to the best of my knowledge and that the electronic submission to the LBB via the Automated Budget and Evaluation System of Texas (ABEST) and the PDF file submitted via the LBB Document Submission application are identical.

Additionally, should it become likely at any time that unexpended balances will accrue for any account, the LBB and the Office of the Governor will be notified in writing in accordance with Senate Bill 1, Article IX, Section 7.01, Eighty-ninth Legislature, Regular Session, 2025.

Chief Executive Office or Presiding Judge

Signature

J. W. CRAWFORD, III, VICE ADMIRAL JAGC, U.S., NAVY RET.

Printed Name

PRESIDENT

Title

10/16/2026

Date

Board or Commission Chair

Signature

JAMES BENHAM

Printed Name

CHAIR

Title

10/16/2026 Date

Chief Financial Officer

Signature

J'MAINE CHUBB, CMA, CPA, CSCA

Printed Name

CHIEF FINANCIAL OFFICER

Title

10/16/2026

Date

717 Texas Southern University

Appropriation Years: 2028-29

	GENERAL REVENUE FUNDS		GR DEDICATED		FEDERAL FUNDS		OTHER FUNDS		ALL FUNDS		EXCEPTIONAL ITEM FUNDS
	2026-27	2028-29	2026-27	2028-29	2026-27	2028-29	2026-27	2028-29	2026-27	2028-29	2028-29
Goal: 1. Provide Instructional and Operations Support											
1.1.1. Operations Support	25,097,650		47,075,812						72,173,462		
1.1.2. Teaching Experience Supplement	398,436		596,462						994,898		
1.1.3. Staff Group Insurance Premiums			6,080,082						6,080,082		
1.1.4. Workers' Compensation Insurance	416,624								416,624		
1.1.5. Texas Public Education Grants			4,774,756	4,774,756					4,774,756	4,774,756	
1.1.6. Organized Activities			109,940	109,940					109,940	109,940	
1.1.7. Cru Funding	2,077,394								2,077,394		
Total, Goal	**27,990,104**		**58,637,052**	**4,884,696**					**86,627,156**	**4,884,696**	
Goal: 2. Provide Infrastructure Support											
2.1.1. E&G Space Support	4,885,590		6,039,412						10,925,002		
2.1.2. Ccap Revenue Bonds	25,412,050	25,420,800							25,412,050	25,420,800	
2.1.3. Small Institution Supplement	682,508								682,508		
Total, Goal	**30,980,148**	**25,420,800**	**6,039,412**						**37,019,560**	**25,420,800**	
Goal: 3. Provide Non-formula Support											
3.1.1. Thurgood Marshall School Of Law	10,310,744	310,744							10,310,744	310,744	
3.1.2. Accreditation - Business	51,412	51,412							51,412	51,412	
3.1.3. Accreditation - Pharmacy	1,381,450	1,381,450							1,381,450	1,381,450	
3.1.4. Accreditation - Education	64,962	64,962							64,962	64,962	
3.1.5. Tiger Fleet Modernization	5,000,000								5,000,000		
3.3.1. Mickey Leland Center	72,292	72,292							72,292	72,292	
3.3.2. Urban Infrastructure & Engineering	89,714	89,714							89,714	89,714	
3.3.3. Tiger Summer Of Acceleration	448,568	448,568							448,568	448,568	
3.4.1. Institutional Enhancement	13,735,428	12,394,438							13,735,428	12,394,438	
3.4.2. Mis/Fiscal Operations	147,928	147,928							147,928	147,928	
3.5.1. Exceptional Item Request											7,483,488
Total, Goal	**31,302,498**	**14,961,508**							**31,302,498**	**14,961,508**	**7,483,488**
Goal: 5. Academic Development Initiative											
5.1.1. Academic Development Initiative	27,980,524	27,980,524							27,980,524	27,980,524	
Total, Goal	**27,980,524**	**27,980,524**							**27,980,524**	**27,980,524**	

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Appropriation Years: 2028-29

	GENERAL REVENUE FUNDS		GR DEDICATED		FEDERAL FUNDS		OTHER FUNDS		ALL FUNDS		EXCEPTIONAL ITEM FUNDS
	2026-27	2028-29	2026-27	2028-29	2026-27	2028-29	2026-27	2028-29	2026-27	2028-29	2028-29
Goal: 6. Research Funds											
6.3.1. Comprehensive Research Fund	1,454,882								1,454,882		
Total, Goal	**1,454,882**								**1,454,882**		
Total, Agency	**119,708,156**	**68,362,832**	**64,676,464**	**4,884,696**					**184,384,620**	**73,247,528**	**7,483,488**
Total FTEs									**847.4**	**0.0**	**0.0**

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Goal / *Objective* / STRATEGY	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
1 Provide Instructional and Operations Support					
1 *Provide Instructional and Operations Support*					
1 OPERATIONS SUPPORT (1)	47,650,426	36,086,731	36,086,731	0	0
2 TEACHING EXPERIENCE SUPPLEMENT (1)	812,721	497,449	497,449	0	0
3 STAFF GROUP INSURANCE PREMIUMS	2,372,831	2,923,208	3,156,874	0	0
4 WORKERS' COMPENSATION INSURANCE	208,312	208,312	208,312	0	0
5 TEXAS PUBLIC EDUCATION GRANTS	2,372,831	2,387,378	2,387,378	2,387,378	2,387,378
6 ORGANIZED ACTIVITIES	47,533	54,970	54,970	54,970	54,970
7 CRU FUNDING	0	1,038,697	1,038,697	0	0
TOTAL, GOAL 1	**$53,464,654**	**$43,196,745**	**$43,430,411**	**$2,442,348**	**$2,442,348**
2 Provide Infrastructure Support					
1 *Provide Operation and Maintenance of E&G Space*					
1 E&G SPACE SUPPORT (1)	7,453,488	5,462,501	5,462,501	0	0

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

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Goal / *Objective* / STRATEGY	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
2 CCAP REVENUE BONDS	14,498,338	12,701,650	12,710,400	12,710,400	12,710,400
3 SMALL INSTITUTION SUPPLEMENT (1)	360,213	341,254	341,254	0	0
TOTAL, GOAL 2	**$22,312,039**	**$18,505,405**	**$18,514,155**	**$12,710,400**	**$12,710,400**
3 Provide Non-formula Support					
1 *INSTRUCTIONAL SUPPORT*					
1 THURGOOD MARSHALL SCHOOL OF LAW	155,372	10,155,372	155,372	155,372	155,372
2 ACCREDITATION - BUSINESS	25,706	25,706	25,706	25,706	25,706
3 ACCREDITATION - PHARMACY	25,928	690,725	690,725	690,725	690,725
4 ACCREDITATION - EDUCATION	32,481	32,481	32,481	32,481	32,481
5 TIGER FLEET MODERNIZATION	0	2,500,000	2,500,000	0	0
3 *Public Service*					
1 MICKEY LELAND CENTER	36,146	36,146	36,146	36,146	36,146
2 URBAN INFRASTRUCTURE & ENGINEERING	44,857	44,857	44,857	44,857	44,857

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

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Goal / *Objective* / STRATEGY	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
3 TIGER SUMMER OF ACCELERATION	224,284	224,284	224,284	224,284	224,284
4 *INSTITUTIONAL SUPPORT*					
1 INSTITUTIONAL ENHANCEMENT	6,867,714	6,867,714	6,867,714	6,197,219	6,197,219
2 MIS/FISCAL OPERATIONS	73,964	73,964	73,964	73,964	73,964
5 *Exceptional Item Request*					
1 EXCEPTIONAL ITEM REQUEST	0	0	0	0	0
TOTAL, GOAL 3	**$7,486,452**	**$20,651,249**	**$10,651,249**	**$7,480,754**	**$7,480,754**
5 Academic Development Initiative					
1 *Academic Development Initiative*					
1 ACADEMIC DEVELOPMENT INITIATIVE	18,409,939	13,990,262	13,990,262	13,990,262	13,990,262
TOTAL, GOAL 5	**$18,409,939**	**$13,990,262**	**$13,990,262**	**$13,990,262**	**$13,990,262**
6 Research Funds					
3 *Comprehensive Research Fund*					

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Goal / *Objective* / STRATEGY	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
1 COMPREHENSIVE RESEARCH FUND	876,203	727,441	727,441	0	0
TOTAL, GOAL 6	$876,203	$727,441	$727,441	$0	$0
TOTAL, AGENCY STRATEGY REQUEST	$102,549,287	$97,071,102	$87,313,518	$36,623,764	$36,623,764
TOTAL, AGENCY RIDER APPROPRIATIONS REQUEST*				$0	$0
GRAND TOTAL, AGENCY REQUEST	$102,549,287	$97,071,102	$87,313,518	$36,623,764	$36,623,764
METHOD OF FINANCING:					
General Revenue Funds:					
1 General Revenue Fund	67,109,917	64,732,870	54,975,286	34,181,416	34,181,416
SUBTOTAL	$67,109,917	$64,732,870	$54,975,286	$34,181,416	$34,181,416
General Revenue Dedicated Funds:					
704 Est Bd Authorized Tuition Inc	4,534,134	4,446,391	4,446,391	0	0
770 Est. Other Educational & General	30,905,236	27,891,841	27,891,841	2,442,348	2,442,348
SUBTOTAL	$35,439,370	$32,338,232	$32,338,232	$2,442,348	$2,442,348
TOTAL, METHOD OF FINANCING	$102,549,287	$97,071,102	$87,313,518	$36,623,764	$36,623,764

*Rider appropriations for the historical years are included in the strategy amounts.

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METHOD OF FINANCING	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
GENERAL REVENUE					
1 General Revenue Fund					
REGULAR APPROPRIATIONS					
Regular Appropriations from MOF Table (2026-27 GAA)	$0	$64,732,870	$54,975,286	$34,181,416	$34,181,416
Comments: GR					
Regular Appropriations from MOF Table (2024-25 GAA)	$54,438,033	$0	$0	$0	$0
Comments: GR					
RIDER APPROPRIATION					
Art III, Special Provisions, Sec. 58, Higher Ed Affordability (2024-25 GAA)	$2,653,184	$0	$0	$0	$0
Comments: Higher Education Affordability					
Art IX, Sec 18.16, contingency funding for HB 1595 and HJR 3 (2024-25 GAA)	$(226,245)	$0	$0	$0	$0
Comments: Contingency Funding HB 1595					
LAPSED APPROPRIATIONS					

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METHOD OF FINANCING	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
GENERAL REVENUE					
Regular Appropriations from MOF Table (2024-25 GAA)	$3,045,053	$0	$0	$0	$0
Comments: GR 25					
UNEXPENDED BALANCES AUTHORITY					
Regular Appropriations from MOF Table (2024-25 GAA)	$4,419,677	$0	$0	$0	$0
Comments: ADI					
Regular Appropriations from MOF Table (2024-25 GAA)	$134,018	$0	$0	$0	$0
Comments: Compreshensive Research					
Regular Appropriations from MOF Table (2024-25 GAA)	$2,646,197	$0	$0	$0	$0
Comments: Higher Ed Affordability					
TOTAL, General Revenue Fund	**$67,109,917**	**$64,732,870**	**$54,975,286**	**$34,181,416**	**$34,181,416**
TOTAL, ALL GENERAL REVENUE	**$67,109,917**	**$64,732,870**	**$54,975,286**	**$34,181,416**	**$34,181,416**

Agency code: 717 Agency name: **Texas Southern University**

METHOD OF FINANCING	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
GENERAL REVENUE FUND - DEDICATED					
704 GR Dedicated - Estimated Board Authorized Tuition Increases Account No. 704					
REGULAR APPROPRIATIONS					
Regular Appropriations	$3,483,469	$0	$0	$0	$0
Comments: GR Dedicated					
BASE ADJUSTMENT					
Base Adjustment	$1,050,665	$4,446,391	$4,446,391	$0	$0
Comments: GR Dedicated Revised Receipts					
TOTAL, GR Dedicated - Estimated Board Authorized Tuition Increases Account No. 704	**$4,534,134**	**$4,446,391**	**$4,446,391**	**$0**	**$0**
770 GR Dedicated - Estimated Other Educational and General Income Account No. 770					
REGULAR APPROPRIATIONS					
Regular Appropriations from MOF Table (2024-25 GAA)	$20,083,657	$24,036,404	$24,036,404	$2,442,348	$2,442,348
Comments: GR Dedicated					
LAPSED APPROPRIATIONS					

Agency code: 717 Agency name: **Texas Southern University**

METHOD OF FINANCING	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
GENERAL REVENUE FUND - DEDICATED					
Regular Appropriations from MOF Table (2024-25 GAA)	$2,566,346	$0	$0	$0	$0
Comments: GR Dedicated					
BASE ADJUSTMENT					
Base Adjustment	$8,255,233	$3,855,437	$3,855,437	$0	$0
Comments: GR Dedicated Revised Receipts					
TOTAL, GR Dedicated - Estimated Other Educational and General Income Account No. 770	**$30,905,236**	**$27,891,841**	**$27,891,841**	**$2,442,348**	**$2,442,348**
TOTAL GENERAL REVENUE FUND - DEDICATED - 704, 708 & 770	**$35,439,370**	**$32,338,232**	**$32,338,232**	**$2,442,348**	**$2,442,348**
TOTAL, ALL GENERAL REVENUE FUND - DEDICATED	**$35,439,370**	**$32,338,232**	**$32,338,232**	**$2,442,348**	**$2,442,348**
TOTAL, GR & GR-DEDICATED FUNDS	**$102,549,287**	**$97,071,102**	**$87,313,518**	**$36,623,764**	**$36,623,764**
GRAND TOTAL	**$102,549,287**	**$97,071,102**	**$87,313,518**	**$36,623,764**	**$36,623,764**

Agency code: 717 Agency name: **Texas Southern University**

METHOD OF FINANCING	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
FULL-TIME-EQUIVALENT POSITIONS					
REGULAR APPROPRIATIONS					
Regular Appropriations from MOF Table (2024-25 GAA) **Comments:** # of FTEs Appropriated Funds FY 25	742.5	0.0	0.0	0.0	0.0
Regular Appropriations from MOF Table (2026-27 GAA) **Comments:** # of FTEs Appropriated Funds FY26-27	0.0	847.4	847.4	0.0	0.0
RIDER APPROPRIATION					
Art IX, Sec 6.10(b), Board or Administrator FTE Adjustment (2024-25 GAA) **Comments:** Art III, Special Provisions, Sec. 58, Higher Ed Affordability (2024-25 GAA)	74.2	0.0	0.0	0.0	0.0
UNAUTHORIZED NUMBER OVER (BELOW) CAP					
Regular Appropriations **Comments:** Actual FTE paid on state funds	(235.1)	(231.2)	0.0	0.0	0.0
TOTAL, ADJUSTED FTES	**581.6**	**616.2**	**847.4**	**0.0**	**0.0**

Agency code: **717** Agency name: **Texas Southern University**

METHOD OF FINANCING	Exp 2025	Est 2026	Bud 2027	Req 2028	Req 2029
NUMBER OF 100% FEDERALLY FUNDED FTEs	**61.0**	**70.0**	**70.0**	**0.0**	**0.0**

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OBJECT OF EXPENSE	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
1001 SALARIES AND WAGES	$20,605,115	$21,168,198	$21,168,198	$8,314,917	$8,314,917
1002 OTHER PERSONNEL COSTS	$4,233,811	$3,526,576	$3,760,242	$92,822	$92,822
1005 FACULTY SALARIES	$41,024,051	$37,962,760	$37,962,760	$12,804,844	$12,804,844
1010 PROFESSIONAL SALARIES	$86,559	$18,758	$18,758	$0	$0
1015 PROFESSIONAL SALARIES	$7,811,495	$0	$0	$0	$0
2001 PROFESSIONAL FEES AND SERVICES	$5,932,646	$11,514,119	$1,514,119	$153,303	$153,303
2003 CONSUMABLE SUPPLIES	$180,328	$157,899	$157,899	$4,000	$4,000
2004 UTILITIES	$256,023	$256,023	$256,023	$0	$0
2005 TRAVEL	$117,854	$128,204	$128,204	$10,350	$10,350
2007 RENT - MACHINE AND OTHER	$107,500	$200,833	$200,833	$0	$0
2008 DEBT SERVICE	$14,498,338	$12,701,650	$12,710,400	$12,710,400	$12,710,400
2009 OTHER OPERATING EXPENSE	$4,340,278	$3,566,246	$3,566,246	$145,750	$145,750
3001 CLIENT SERVICES	$3,355,289	$3,369,836	$3,369,836	$2,387,378	$2,387,378
5000 CAPITAL EXPENDITURES	$0	$2,500,000	$2,500,000	$0	$0
OOE Total (Excluding Riders)	**$102,549,287**	**$97,071,102**	**$87,313,518**	**$36,623,764**	**$36,623,764**
OOE Total (Riders)					
Grand Total	**$102,549,287**	**$97,071,102**	**$87,313,518**	**$36,623,764**	**$36,623,764**

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Goal/ *Objective* / **Outcome**	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
1 Provide Instructional and Operations Support					
1 Provide Instructional and Operations Support					
KEY **1 % 1st-time, Full-time, Degree-seeking Frsh Earn Degree in 6 Yrs**	24.00%	40.00%	32.00%	32.00%	36.00%
2 % 1st-time, Full-time, Degree-seeking White Frsh Earn Degree in 6 Yrs	15.00%	67.00%	50.00%	66.00%	30.00%
3 % 1st-time, Full-time, Degree-seeking Hisp Frsh Earn Degree in 6 Yrs	22.00%	32.00%	24.00%	24.00%	32.00%
4 % 1st-time, Full-time, Degree-seeking Black Frsh Earn Degree in 6 Yrs	24.00%	39.00%	31.00%	31.00%	35.00%
5 % 1st-time, Full-time, Degree-seeking Other Frshmn Earn Deg in 6 Yrs	44.00%	82.00%	50.00%	25.00%	44.00%
KEY **6 % 1st-time, Full-time, Degree-seeking Frsh Earn Degree in 4 Yrs**	12.00%	15.00%	21.00%	25.00%	30.00%
7 % 1st-time, Full-time, Degree-seeking White Frsh Earn Degree in 4 Yrs	25.00%	28.00%	14.00%	32.00%	50.00%
8 % 1st-time, Full-time, Degree-seeking Hisp Frsh Earn Degree in 4 Yrs	15.00%	17.00%	26.00%	30.00%	33.00%
9 % 1st-time, Full-time, Degree-seeking Black Frsh Earn Degree in 4 Yrs	12.00%	14.00%	21.00%	24.00%	29.00%
10 % 1st-time, Full-time, Degree-seeking Other Frsh Earn Degree in 4 Yrs	22.00%	15.00%	38.00%	28.00%	35.00%
KEY **11 Persistence Rate 1st-time, Full-time, Degree-seeking Frsh after 1 Yr**	70.00%	71.00%	75.00%	80.00%	85.00%
12 Persistence 1st-time, Full-time, Degree-seeking White Frsh after 1 Yr	50.00%	100.00%	75.00%	75.00%	75.00%

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Goal/ *Objective* / Outcome	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
13 Persistence 1st-time, Full-time, Degree-seeking Hisp Frsh after 1 Yr	70.00%	70.00%	70.00%	70.00%	70.00%
14 Persistence 1st-time, Full-time, Degree-seeking Black Frsh after 1 Yr	71.00%	70.00%	74.00%	79.00%	84.00%
15 Persistence 1st-time, Full-time, Degree-seeking Other Frsh after 1 Yr	50.00%	73.00%	80.00%	80.00%	80.00%
16 Percent of Semester Credit Hours Completed	99.00%	97.00%	97.00%	97.00%	97.00%
KEY 17 Certification Rate of Teacher Education Graduates	94.00%	95.00%	95.00%	95.00%	95.00%
18 Percentage of Underprepared Students Satisfy TSI Obligation in Math	52.00%	51.00%	51.00%	51.00%	51.00%
19 Percentage of Underprepared Students Satisfy TSI Obligation in Writing	56.00%	70.00%	70.00%	70.00%	70.00%
20 Percentage of Underprepared Students Satisfy TSI Obligation in Reading	61.00%	61.00%	61.00%	61.00%	61.00%
KEY 21 % of Baccalaureate Graduates Who Are 1st Generation College Graduates	44.00%	47.00%	45.00%	45.00%	45.00%
KEY 22 Percent of Transfer Students Who Graduate within 4 Years	61.00%	55.00%	55.00%	55.00%	55.00%
KEY 23 Percent of Transfer Students Who Graduate within 2 Years	36.00%	36.00%	36.00%	36.00%	36.00%
KEY 24 % Lower Division Semester Credit Hours Taught by Tenured/Tenure-Track	24.00%	30.00%	30.00%	30.00%	30.00%
KEY 25 State Licensure Pass Rate of Law Graduates	83.00%	75.00%	75.00%	75.00%	75.00%

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Goal/ *Objective* / **Outcome**	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
KEY **26 State Licensure Pass Rate of Pharmacy Graduates**	58.00%	80.00%	80.00%	85.00%	88.00%
KEY **27 Dollar Value of External or Sponsored Research Funds (in Millions)**	11.30	12.87	14.53	16.18	17.84
28 External Research Funds As Percentage Appropriated for Research	1,520.00%	1,400.00%	1,400.00%	1,400.00%	1,400.00%

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Priority	Item	2028 GR and GR/GR Dedicated	2028 All Funds	2028 FTEs	2029 GR and GR Dedicated	2029 All Funds	2029 FTEs	Biennium GR and GR Dedicated	Biennium All Funds
1	Infrastructure/Applied Engineering	$955,143	$955,143	0.0	$955,143	$955,143	0.0	$1,910,286	$1,910,286
2	Accreditation-Pharmacy	$69,072	$69,072	0.0	$69,072	$69,072	0.0	$138,144	$138,144
3	Accreditation Continuation-Business	$724,294	$724,294	0.0	$724,294	$724,294	0.0	$1,448,588	$1,448,588
4	Accreditation-Education	$717,519	$717,519	0.0	$717,519	$717,519	0.0	$1,435,038	$1,435,038
5	Summer of Acceleration	$525,716	$525,716	0.0	$525,716	$525,716	0.0	$1,051,432	$1,051,432
6	Texas Creative Workforce Initiative	$750,000	$750,000	0.0	$750,000	$750,000	0.0	$1,500,000	$1,500,000
Total, Exceptional Items Request		**$3,741,744**	**$3,741,744**	**0.0**	**$3,741,744**	**$3,741,744**	**0.0**	**$7,483,488**	**$7,483,488**
Method of Financing									
	General Revenue	$3,741,744	$3,741,744		$3,741,744	$3,741,744		$7,483,488	$7,483,488
	General Revenue - Dedicated								
	Federal Funds								
	Other Funds								
		$3,741,744	**$3,741,744**		**$3,741,744**	**$3,741,744**		**$7,483,488**	**$7,483,488**
Full Time Equivalent Positions				**0.0**			**0.0**		
Number of 100% Federally Funded FTEs				**0.0**			**0.0**		

Agency code: **717** Agency name: **Texas Southern University**

Goal/*Objective*/STRATEGY	Base 2028	Base 2029	Exceptional 2028	Exceptional 2029	Total Request 2028	Total Request 2029
1 Provide Instructional and Operations Support						
1 *Provide Instructional and Operations Support*						
1 OPERATIONS SUPPORT	$0	$0	$0	$0	$0	$0
2 TEACHING EXPERIENCE SUPPLEMENT	0	0	0	0	0	0
3 STAFF GROUP INSURANCE PREMIUMS	0	0	0	0	0	0
4 WORKERS' COMPENSATION INSURANCE	0	0	0	0	0	0
5 TEXAS PUBLIC EDUCATION GRANTS	2,387,378	2,387,378	0	0	2,387,378	2,387,378
6 ORGANIZED ACTIVITIES	54,970	54,970	0	0	54,970	54,970
7 CRU FUNDING	0	0	0	0	0	0
TOTAL, GOAL 1	**$2,442,348**	**$2,442,348**	**$0**	**$0**	**$2,442,348**	**$2,442,348**
2 Provide Infrastructure Support						
1 *Provide Operation and Maintenance of E&G Space*						
1 E&G SPACE SUPPORT	0	0	0	0	0	0
2 CCAP REVENUE BONDS	12,710,400	12,710,400	0	0	12,710,400	12,710,400
3 SMALL INSTITUTION SUPPLEMENT	0	0	0	0	0	0
TOTAL, GOAL 2	**$12,710,400**	**$12,710,400**	**$0**	**$0**	**$12,710,400**	**$12,710,400**

Agency code: **717** Agency name: **Texas Southern University**

Goal/*Objective*/STRATEGY	Base 2028	Base 2029	Exceptional 2028	Exceptional 2029	Total Request 2028	Total Request 2029
3 Provide Non-formula Support						
1 *INSTRUCTIONAL SUPPORT*						
1 THURGOOD MARSHALL SCHOOL OF LAW	$155,372	$155,372	$0	$0	$155,372	$155,372
2 ACCREDITATION - BUSINESS	25,706	25,706	0	0	25,706	25,706
3 ACCREDITATION - PHARMACY	690,725	690,725	0	0	690,725	690,725
4 ACCREDITATION - EDUCATION	32,481	32,481	0	0	32,481	32,481
5 TIGER FLEET MODERNIZATION	0	0	0	0	0	0
3 *Public Service*						
1 MICKEY LELAND CENTER	36,146	36,146	0	0	36,146	36,146
2 URBAN INFRASTRUCTURE & ENGINEERING	44,857	44,857	0	0	44,857	44,857
3 TIGER SUMMER OF ACCELERATION	224,284	224,284	0	0	224,284	224,284
4 *INSTITUTIONAL SUPPORT*						
1 INSTITUTIONAL ENHANCEMENT	6,197,219	6,197,219	0	0	6,197,219	6,197,219
2 MIS/FISCAL OPERATIONS	73,964	73,964	0	0	73,964	73,964
5 *Exceptional Item Request*						
1 EXCEPTIONAL ITEM REQUEST	0	0	3,741,744	3,741,744	3,741,744	3,741,744
TOTAL, GOAL 3	**$7,480,754**	**$7,480,754**	**$3,741,744**	**$3,741,744**	**$11,222,498**	**$11,222,498**
5 Academic Development Initiative						
1 *Academic Development Initiative*						
1 ACADEMIC DEVELOPMENT INITIATIVE	13,990,262	13,990,262	0	0	13,990,262	13,990,262
TOTAL, GOAL 5	**$13,990,262**	**$13,990,262**	**$0**	**$0**	**$13,990,262**	**$13,990,262**

Agency code: 717 Agency name: **Texas Southern University**

Goal/*Objective*/STRATEGY	Base 2028	Base 2029	Exceptional 2028	Exceptional 2029	Total Request 2028	Total Request 2029
6 Research Funds						
3 *Comprehensive Research Fund*						
1 COMPREHENSIVE RESEARCH FUND	$0	$0	$0	$0	$0	$0
TOTAL, GOAL 6	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL, AGENCY STRATEGY REQUEST	**$36,623,764**	**$36,623,764**	**$3,741,744**	**$3,741,744**	**$40,365,508**	**$40,365,508**
TOTAL, AGENCY RIDER APPROPRIATIONS REQUEST						
GRAND TOTAL, AGENCY REQUEST	**$36,623,764**	**$36,623,764**	**$3,741,744**	**$3,741,744**	**$40,365,508**	**$40,365,508**

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Goal/*Objective*/STRATEGY	Base 2028	Base 2029	Exceptional 2028	Exceptional 2029	Total Request 2028	Total Request 2029
General Revenue Funds:						
1 General Revenue Fund	$34,181,416	$34,181,416	$3,741,744	$3,741,744	$37,923,160	$37,923,160
	$34,181,416	**$34,181,416**	**$3,741,744**	**$3,741,744**	**$37,923,160**	**$37,923,160**
General Revenue Dedicated Funds:						
704 Est Bd Authorized Tuition Inc	0	0	0	0	0	0
770 Est. Other Educational & General	2,442,348	2,442,348	0	0	2,442,348	2,442,348
	$2,442,348	**$2,442,348**	**$0**	**$0**	**$2,442,348**	**$2,442,348**
TOTAL, METHOD OF FINANCING	**$36,623,764**	**$36,623,764**	**$3,741,744**	**$3,741,744**	**$40,365,508**	**$40,365,508**
FULL TIME EQUIVALENT POSITIONS	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**

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Goal/ *Objective* / **Outcome**

		BL 2028	BL 2029	Excp 2028	Excp 2029	Total Request 2028	Total Request 2029
1	Provide Instructional and Operations Support						
1	*Provide Instructional and Operations Support*						
KEY	**1 % 1st-time, Full-time, Degree-seeking Frsh Earn Degree in 6 Yrs**						
		32.00%	36.00%			32.00%	36.00%
	2 % 1st-time, Full-time, Degree-seeking White Frsh Earn Degree in 6 Yrs						
		66.00%	30.00%			66.00%	30.00%
	3 % 1st-time, Full-time, Degree-seeking Hisp Frsh Earn Degree in 6 Yrs						
		24.00%	32.00%			24.00%	32.00%
	4 % 1st-time, Full-time, Degree-seeking Black Frsh Earn Degree in 6 Yrs						
		31.00%	35.00%			31.00%	35.00%
	5 % 1st-time, Full-time, Degree-seeking Other Frshmn Earn Deg in 6 Yrs						
		25.00%	44.00%			25.00%	44.00%
KEY	**6 % 1st-time, Full-time, Degree-seeking Frsh Earn Degree in 4 Yrs**						
		25.00%	30.00%			25.00%	30.00%
	7 % 1st-time, Full-time, Degree-seeking White Frsh Earn Degree in 4 Yrs						
		32.00%	50.00%			32.00%	50.00%
	8 % 1st-time, Full-time, Degree-seeking Hisp Frsh Earn Degree in 4 Yrs						
		30.00%	33.00%			30.00%	33.00%

Agency code: 717 Agency name: **Texas Southern University**

Goal/ *Objective* / **Outcome**

		BL 2028	BL 2029	Excp 2028	Excp 2029	Total Request 2028	Total Request 2029
	9 % 1st-time, Full-time, Degree-seeking Black Frsh Earn Degree in 4 Yrs						
		24.00%	29.00%			24.00%	29.00%
	10 % 1st-time, Full-time, Degree-seeking Other Frsh Earn Degree in 4 Yrs						
		28.00%	35.00%			28.00%	35.00%
KEY	**11 Persistence Rate 1st-time, Full-time, Degree-seeking Frsh after 1 Yr**						
		80.00%	85.00%			80.00%	85.00%
	12 Persistence 1st-time, Full-time, Degree-seeking White Frsh after 1 Yr						
		75.00%	75.00%			75.00%	75.00%
	13 Persistence 1st-time, Full-time, Degree-seeking Hisp Frsh after 1 Yr						
		70.00%	70.00%			70.00%	70.00%
	14 Persistence 1st-time, Full-time, Degree-seeking Black Frsh after 1 Yr						
		79.00%	84.00%			79.00%	84.00%
	15 Persistence 1st-time, Full-time, Degree-seeking Other Frsh after 1 Yr						
		80.00%	80.00%			80.00%	80.00%
	16 Percent of Semester Credit Hours Completed						
		97.00%	97.00%			97.00%	97.00%
KEY	**17 Certification Rate of Teacher Education Graduates**						
		95.00%	95.00%			95.00%	95.00%

Agency code: 717 Agency name: **Texas Southern University**

Goal/ *Objective* / **Outcome**

		BL 2028	BL 2029	Excp 2028	Excp 2029	Total Request 2028	Total Request 2029
	18 Percentage of Underprepared Students Satisfy TSI Obligation in Math	51.00%	51.00%			51.00%	51.00%
	19 Percentage of Underprepared Students Satisfy TSI Obligation in Writing	70.00%	70.00%			70.00%	70.00%
	20 Percentage of Underprepared Students Satisfy TSI Obligation in Reading	61.00%	61.00%			61.00%	61.00%
KEY	**21 % of Baccalaureate Graduates Who Are 1st Generation College Graduates**	45.00%	45.00%			45.00%	45.00%
KEY	**22 Percent of Transfer Students Who Graduate within 4 Years**	55.00%	55.00%			55.00%	55.00%
KEY	**23 Percent of Transfer Students Who Graduate within 2 Years**	36.00%	36.00%			36.00%	36.00%
KEY	**24 % Lower Division Semester Credit Hours Taught by Tenured/Tenure-Track**	30.00%	30.00%			30.00%	30.00%
KEY	**25 State Licensure Pass Rate of Law Graduates**	75.00%	75.00%			75.00%	75.00%
KEY	**26 State Licensure Pass Rate of Pharmacy Graduates**	85.00%	88.00%			85.00%	88.00%

Agency code: **717** Agency name: **Texas Southern University**

Goal/ *Objective* / **Outcome**

		BL 2028	BL 2029	Excp 2028	Excp 2029	Total Request 2028	Total Request 2029
KEY	**27 Dollar Value of External or Sponsored Research Funds (in Millions)**						
		16.18	17.84			16.18	17.84
	28 External Research Funds As Percentage Appropriated for Research						
		1,400.00%	1,400.00%			1,400.00%	1,400.00%

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 1 Operations Support — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
Output Measures:						
1	Number of Undergraduate Degrees Awarded	1,157.00	1,247.00	1,345.00	1,443.00	1,540.00
2	Number of Minority Graduates	1,072.00	1,160.00	1,251.00	1,342.00	1,432.00
3	Number of Underprepared Students Who Satisfy TSI Obligation in Math	613.00	500.00	500.00	500.00	500.00
4	Number of Underprepared Students Who Satisfy TSI Obligation in Writing	564.00	562.00	562.00	562.00	562.00
5	Number of Underprepared Students Who Satisfy TSI Obligation in Reading	626.00	450.00	450.00	450.00	450.00
6	Number of Two-Year College Transfers Who Graduate	183.00	188.00	193.00	200.00	207.00
Efficiency Measures:						
KEY 1	Administrative Cost As a Percent of Operating Budget	11.59%	11.76 %	11.76 %	11.76 %	11.76 %
KEY 2	Avg Cost of Resident Undergraduate Tuition and Fees for 15 SCH	4,586.65	4,586.65	4,586.65	4,586.65	4,586.65
Explanatory/Input Measures:						
1	Student/Faculty Ratio	17.00	17.00	18.00	18.00	18.00
2	Number of Minority Students Enrolled	8,317.00	8,372.00	8,717.00	9,108.00	9,568.00
3	Number of Community College Transfers Enrolled	953.00	922.00	922.00	922.00	922.00
4	Number of Semester Credit Hours Completed	118,870.00	117,495.00	122,336.00	127,824.00	134,230.00

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 1 Operations Support — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
5	Number of Semester Credit Hours	118,963.00	119,893.00	124,833.00	130,432.00	137,020.00
6	Number of Students Enrolled as of the Twelfth Class Day	9,060.00	9,100.00	9,475.00	9,900.00	10,400.00
KEY 7	Average Student Loan Debt	32,492.00	28,000.00	27,000.00	26,000.00	25,000.00
KEY 8	Percent of Students with Student Loan Debt	80.00 %	79.00 %	79.00 %	79.00 %	79.00 %
KEY 9	Average Financial Aid Award Per Full-Time Student	17,537.00	17,000.00	17,000.00	17,000.00	17,000.00
KEY 10	Percent of Full-Time Students Receiving Financial Aid	96.00 %	96.00 %	96.00 %	96.00 %	96.00 %
Objects of Expense:						
1001	SALARIES AND WAGES	$7,535,892	$7,796,974	$7,796,974	$0	$0
1002	OTHER PERSONNEL COSTS	$626,215	$295,944	$295,944	$0	$0
1005	FACULTY SALARIES	$28,213,966	$24,592,831	$24,592,831	$0	$0
1010	PROFESSIONAL SALARIES	$86,559	$18,758	$18,758	$0	$0
1015	PROFESSIONAL SALARIES	$7,811,495	$0	$0	$0	$0
2001	PROFESSIONAL FEES AND SERVICES	$771,612	$771,612	$771,612	$0	$0
2003	CONSUMABLE SUPPLIES	$38,899	$38,899	$38,899	$0	$0
2004	UTILITIES	$256,023	$256,023	$256,023	$0	$0
2005	TRAVEL	$117,854	$117,854	$117,854	$0	$0
2007	RENT - MACHINE AND OTHER	$77,619	$75,833	$75,833	$0	$0
2009	OTHER OPERATING EXPENSE	$1,131,834	$1,139,545	$1,139,545	$0	$0

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support
OBJECTIVE: 1 Provide Instructional and Operations Support
STRATEGY: 1 Operations Support

Service Categories:
Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
3001	CLIENT SERVICES	$982,458	$982,458	$982,458	$0	$0
TOTAL, OBJECT OF EXPENSE		**$47,650,426**	**$36,086,731**	**$36,086,731**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$21,354,801	$12,452,885	$12,644,765	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$21,354,801**	**$12,452,885**	**$12,644,765**	**$0**	**$0**
Method of Financing:						
704	Est Bd Authorized Tuition Inc	$4,534,134	$4,446,391	$4,446,391	$0	$0
770	Est. Other Educational & General	$21,761,491	$19,187,455	$18,995,575	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS - DEDICATED)		**$26,295,625**	**$23,633,846**	**$23,441,966**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$47,650,426**	**$36,086,731**	**$36,086,731**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**581.6**	**300.4**	**516.5**	**0.0**	**0.0**

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 1 Operations Support — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)

STRATEGY DESCRIPTION AND JUSTIFICATION:

The Instruction and Operations Formula provides funding for faculty salaries,departmental operating expense,Library,instructional administration,research enhancement,student services and institutional support. The funds are distributed on a weighted semester credit hour basis. The rate per weighted semester credit hour is established by the Legislature each biennium.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$72,173,462	$0	$(72,173,462)	$(72,173,462)	No requested funds for formula supported appropriation
			$(72,173,462)	**Total of Explanation of Biennial Change**

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 2 Teaching Experience Supplement — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
Objects of Expense:						
1005	FACULTY SALARIES	$812,721	$497,449	$497,449	$0	$0
TOTAL, OBJECT OF EXPENSE		**$812,721**	**$497,449**	**$497,449**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$250,511	$197,340	$201,096	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$250,511**	**$197,340**	**$201,096**	**$0**	**$0**
Method of Financing:						
770	Est. Other Educational & General	$562,210	$300,109	$296,353	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS - DEDICATED)		**$562,210**	**$300,109**	**$296,353**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$812,721**	**$497,449**	**$497,449**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**15.4**	**30.3**	**0.0**	**0.0**

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 2 Teaching Experience Supplement — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)

STRATEGY DESCRIPTION AND JUSTIFICATION:

The Teaching Experience Supplement formula provides an additional weight of 10 percent to lower and upper division semester credit hours taught by tenured and tenure-track faculty. This strategy highlights the value of tenured and tenured-track faculty's research interests in quality undergraduate classroom instruction.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

N/A

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$994,898	$0	$(994,898)	$(994,898)	No requested funds for formula supported appropriation
			$(994,898)	**Total of Explanation of Biennial Change**

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 3 Staff Group Insurance Premiums — Service: 06 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1002	OTHER PERSONNEL COSTS	$2,372,831	$2,923,208	$3,156,874	$0	$0
TOTAL, OBJECT OF EXPENSE		**$2,372,831**	**$2,923,208**	**$3,156,874**	**$0**	**$0**
Method of Financing:						
770	Est. Other Educational & General	$2,372,831	$2,923,208	$3,156,874	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS - DEDICATED)		**$2,372,831**	**$2,923,208**	**$3,156,874**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$2,372,831**	**$2,923,208**	**$3,156,874**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This strategy is to provide proportional share of staff group insurance premiums paid from Other Educational and General funds.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

N/A

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 3 Staff Group Insurance Premiums — Service: 06 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$6,080,082	$0	$(6,080,082)	$(6,080,082)	Reduction to baseline appropriation
			$(6,080,082)	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 4 Workers' Compensation Insurance — Service: 06 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1002	OTHER PERSONNEL COSTS	$208,312	$208,312	$208,312	$0	$0
TOTAL, OBJECT OF EXPENSE		**$208,312**	**$208,312**	**$208,312**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$208,312	$208,312	$208,312	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$208,312**	**$208,312**	**$208,312**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$208,312**	**$208,312**	**$208,312**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

The strategy funds the Worker's Compensation payments related to Educational and General Revenue funds.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 4 Workers' Compensation Insurance — Service: 06 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$416,624	$0	$(416,624)	$(416,624)	Subtracted to achieve base GR level funding
			$(416,624)	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 5 Texas Public Education Grants — Service: 20 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
3001	CLIENT SERVICES	$2,372,831	$2,387,378	$2,387,378	$2,387,378	$2,387,378
TOTAL, OBJECT OF EXPENSE		**$2,372,831**	**$2,387,378**	**$2,387,378**	**$2,387,378**	**$2,387,378**
Method of Financing:						
770	Est. Other Educational & General	$2,372,831	$2,387,378	$2,387,378	$2,387,378	$2,387,378
SUBTOTAL, MOF (GENERAL REVENUE FUNDS - DEDICATED)		**$2,372,831**	**$2,387,378**	**$2,387,378**	**$2,387,378**	**$2,387,378**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$2,387,378**	**$2,387,378**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$2,372,831**	**$2,387,378**	**$2,387,378**	**$2,387,378**	**$2,387,378**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This strategy represents tuition set aside for the Texas Public Education Grants program as required by Section 56.033 of the Texas Education Code.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 5 Texas Public Education Grants — Service: 20 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$4,774,756	$4,774,756	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 6 Organized Activities — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$39,439	$32,420	$32,420	$32,420	$32,420
2001	PROFESSIONAL FEES AND SERVICES	$3,247	$20,000	$20,000	$20,000	$20,000
2003	CONSUMABLE SUPPLIES	$4,847	$2,000	$2,000	$2,000	$2,000
2009	OTHER OPERATING EXPENSE	$0	$550	$550	$550	$550
TOTAL, OBJECT OF EXPENSE		**$47,533**	**$54,970**	**$54,970**	**$54,970**	**$54,970**
Method of Financing:						
770	Est. Other Educational & General	$47,533	$54,970	$54,970	$54,970	$54,970
SUBTOTAL, MOF (GENERAL REVENUE FUNDS - DEDICATED)		**$47,533**	**$54,970**	**$54,970**	**$54,970**	**$54,970**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$54,970**	**$54,970**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$47,533**	**$54,970**	**$54,970**	**$54,970**	**$54,970**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This stategy provides support for educational programs and internships for students interested in Communications and Pre-School Education. It provides increased recognition for the University and its programs.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 6 Organized Activities — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$109,940	$109,940	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 7 Performance-based Funding For Comprehensive Universities — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$0	$1,035,450	$1,035,450	$0	$0
2009	OTHER OPERATING EXPENSE	$0	$3,247	$3,247	$0	$0
TOTAL, OBJECT OF EXPENSE		**$0**	**$1,038,697**	**$1,038,697**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$0	$1,038,697	$1,038,697	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$0**	**$1,038,697**	**$1,038,697**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$0**	**$1,038,697**	**$1,038,697**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This funding supports the institution in serving at-risk students, helping meet the state's workforce needs, and enhancing the institution's regional economy.

717 Texas Southern University

GOAL: 1 Provide Instructional and Operations Support

OBJECTIVE: 1 Provide Instructional and Operations Support — Service Categories:

STRATEGY: 7 Performance-based Funding For Comprehensive Universities — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

N/A

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$2,077,394	$0	$(2,077,394)	$(2,077,394)	No requested funds for formula supported appropriation
			$(2,077,394)	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 1 Educational and General Space Support — Service: 10 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
Efficiency Measures:						
1	Space Utilization Rate of Classrooms	20.00	0.00	0.00	0.00	0.00
2	Space Utilization Rate of Labs	13.00	0.00	0.00	0.00	0.00
Objects of Expense:						
1001	SALARIES AND WAGES	$3,864,377	$2,832,119	$2,832,119	$0	$0
1002	OTHER PERSONNEL COSTS	$80,206	$0	$0	$0	$0
1005	FACULTY SALARIES	$173,667	$67,636	$67,636	$0	$0
2001	PROFESSIONAL FEES AND SERVICES	$267,925	$230,420	$230,420	$0	$0
2003	CONSUMABLE SUPPLIES	$127,904	$110,000	$110,000	$0	$0
2007	RENT - MACHINE AND OTHER	$29,881	$125,000	$125,000	$0	$0
2009	OTHER OPERATING EXPENSE	$2,909,528	$2,097,326	$2,097,326	$0	$0
TOTAL, OBJECT OF EXPENSE		**$7,453,488**	**$5,462,501**	**$5,462,501**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$3,665,148	$2,423,780	$2,461,810	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$3,665,148**	**$2,423,780**	**$2,461,810**	**$0**	**$0**
Method of Financing:						

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 1 Educational and General Space Support — Service: 10 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
770	Est. Other Educational & General	$3,788,340	$3,038,721	$3,000,691	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS - DEDICATED)		**$3,788,340**	**$3,038,721**	**$3,000,691**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$7,453,488**	**$5,462,501**	**$5,462,501**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**105.0**	**107.0**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

The Infrastructure Support formula distributes funding associated with plant-related formulas and utilities. This formula is driven by the predicted square feet for universities' educational and general activities produced by the Coordinating Board Space Projection Model. The portion of the formula-related utilities is adjusted to reflect differences in unit costs for purchased utilities, including electricity, natural gas, water and wastewater, and thermal energy.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 1 Educational and General Space Support — Service: 10 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$10,925,002	$0	$(10,925,002)	$(10,925,002)	No requested funds for formula supported appropriation
			$(10,925,002)	**Total of Explanation of Biennial Change**

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 2 Capital Construction Assistance Projects Revenue Bonds — Service: 10 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
2008	DEBT SERVICE	$14,498,338	$12,701,650	$12,710,400	$12,710,400	$12,710,400
TOTAL, OBJECT OF EXPENSE		**$14,498,338**	**$12,701,650**	**$12,710,400**	**$12,710,400**	**$12,710,400**
Method of Financing:						
1	General Revenue Fund	$14,498,338	$12,701,650	$12,710,400	$12,710,400	$12,710,400
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$14,498,338**	**$12,701,650**	**$12,710,400**	**$12,710,400**	**$12,710,400**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$12,710,400**	**$12,710,400**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$14,498,338**	**$12,701,650**	**$12,710,400**	**$12,710,400**	**$12,710,400**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This strategy provides funding for debt-service for major capital construction projects that improve the health and safety of our students, faculty, staff, and visitors, maintain facilities at a high standard, and new construction to enhance the educational and student life experience.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

External factors involve the will of the Legislature and interest rate levels.

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 2 Capital Construction Assistance Projects Revenue Bonds — Service: 10 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$25,412,050	$25,420,800	$8,750	$8,750	The $8,750 biennial increase in General Revenue reflects level CCAP debt-service appropriations of $12,710,400 annually for FY 2028–2029. No additional FTEs are requested.
			$8,750	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 3 Small Institution Supplement — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)
Objects of Expense:						
2001	PROFESSIONAL FEES AND SERVICES	$360,213	$341,254	$341,254	$0	$0
TOTAL, OBJECT OF EXPENSE		**$360,213**	**$341,254**	**$341,254**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$360,213	$341,254	$341,254	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$360,213**	**$341,254**	**$341,254**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$360,213**	**$341,254**	**$341,254**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This funding stream attempts to offset the diseconomies of scale related to smaller campuses.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

The small institutional supplement has an enrollment ceiling that results in a university losing this funding once it reaches a certain enrollment level.

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 2 Provide Infrastructure Support

OBJECTIVE: 1 Provide Operation and Maintenance of E&G Space — Service Categories:

STRATEGY: 3 Small Institution Supplement — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028 (1)	BL 2029 (1)

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$682,508	$0	$(682,508)	$(682,508)	No requested funds for formula supported appropriation
			$(682,508)	**Total of Explanation of Biennial Change**

(1) - Formula funded strategies are not requested in 2028-29 because amounts are not determined by institutions.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 1 Thurgood Marshall School of Law — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$77,919	$30,000	$30,000	$30,000	$30,000
1002	OTHER PERSONNEL COSTS	$1,320	$0	$0	$0	$0
1005	FACULTY SALARIES	$76,133	$125,372	$125,372	$125,372	$125,372
2001	PROFESSIONAL FEES AND SERVICES	$0	$10,000,000	$0	$0	$0
TOTAL, OBJECT OF EXPENSE		**$155,372**	**$10,155,372**	**$155,372**	**$155,372**	**$155,372**
Method of Financing:						
1	General Revenue Fund	$155,372	$10,155,372	$155,372	$155,372	$155,372
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$155,372**	**$10,155,372**	**$155,372**	**$155,372**	**$155,372**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$155,372**	**$155,372**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$155,372**	**$10,155,372**	**$155,372**	**$155,372**	**$155,372**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**2.3**	**2.3**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

The mission of the Thurgood Marshall School of Law is to improve the bar exam passage rates through the improvement of teaching, learning, student support services and specialized legal skills training.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 1 Thurgood Marshall School of Law — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$10,310,744	$310,744	$(10,000,000)	$(10,000,000)	One-time appropriation for new law school design building
			$(10,000,000)	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 2 Accreditation Continuation - Business — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$8,237	$0	$0	$0	$0
1005	FACULTY SALARIES	$17,469	$25,706	$25,706	$25,706	$25,706
TOTAL, OBJECT OF EXPENSE		**$25,706**	**$25,706**	**$25,706**	**$25,706**	**$25,706**
Method of Financing:						
1	General Revenue Fund	$25,706	$25,706	$25,706	$25,706	$25,706
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$25,706**	**$25,706**	**$25,706**	**$25,706**	**$25,706**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$25,706**	**$25,706**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$25,706**	**$25,706**	**$25,706**	**$25,706**	**$25,706**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**0.5**	**0.5**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

Continuation of business school accreditation by supporting the improvements in faculty intellectual contributions and instructional effectiveness.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 2 Accreditation Continuation - Business — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$51,412	$51,412	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support
OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:
STRATEGY: 3 Accreditation Continuation - Pharmacy — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$0	$136,156	$136,156	$136,156	$136,156
1002	OTHER PERSONNEL COSTS	$3,404	$0	$0	$0	$0
1005	FACULTY SALARIES	$22,524	$554,569	$554,569	$554,569	$554,569
TOTAL, OBJECT OF EXPENSE		**$25,928**	**$690,725**	**$690,725**	**$690,725**	**$690,725**
Method of Financing:						
1	General Revenue Fund	$25,928	$690,725	$690,725	$690,725	$690,725
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$25,928**	**$690,725**	**$690,725**	**$690,725**	**$690,725**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$690,725**	**$690,725**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$25,928**	**$690,725**	**$690,725**	**$690,725**	**$690,725**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**0.5**	**0.5**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This special item supports the College of Pharmacy and Health Sciences efforts to maintain the standards of accreditation and infrastructure to prepare students to be qualified health professionals.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 3 Accreditation Continuation - Pharmacy — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$1,381,450	$1,381,450	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support
OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:
STRATEGY: 4 Accreditation Continuation - Education — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$32,481	$32,481	$32,481	$32,481	$32,481
TOTAL, OBJECT OF EXPENSE		**$32,481**	**$32,481**	**$32,481**	**$32,481**	**$32,481**
Method of Financing:						
1	General Revenue Fund	$32,481	$32,481	$32,481	$32,481	$32,481
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$32,481**	**$32,481**	**$32,481**	**$32,481**	**$32,481**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$32,481**	**$32,481**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$32,481**	**$32,481**	**$32,481**	**$32,481**	**$32,481**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**1.0**	**1.0**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

This strategy supports improvements in the programs, processes, and outcomes of the College of Education's four departments: Curriculum and Instruction; Counseling; Educational Administration and Foundations; and Health and Kinesiology.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 4 Accreditation Continuation - Education — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$64,962	$64,962	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support
OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:
STRATEGY: 5 Tiger Fleet Modernization — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
5000	CAPITAL EXPENDITURES	$0	$2,500,000	$2,500,000	$0	$0
TOTAL, OBJECT OF EXPENSE		**$0**	**$2,500,000**	**$2,500,000**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$0	$2,500,000	$2,500,000	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$0**	**$2,500,000**	**$2,500,000**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$0**	**$2,500,000**	**$2,500,000**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 1 INSTRUCTIONAL SUPPORT — Service Categories:

STRATEGY: 5 Tiger Fleet Modernization — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$5,000,000	$0	$(5,000,000)	$(5,000,000)	one-time appropriation to modernize the University's training aircraft fleet
			$(5,000,000)	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 3 Public Service — Service Categories:

STRATEGY: 1 Mickey Leland Center on World Hunger and Peace — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$7,848	$7,700	$7,700	$7,700	$7,700
2001	PROFESSIONAL FEES AND SERVICES	$28,298	$28,446	$28,446	$28,446	$28,446
TOTAL, OBJECT OF EXPENSE		**$36,146**	**$36,146**	**$36,146**	**$36,146**	**$36,146**
Method of Financing:						
1	General Revenue Fund	$36,146	$36,146	$36,146	$36,146	$36,146
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$36,146**	**$36,146**	**$36,146**	**$36,146**	**$36,146**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$36,146**	**$36,146**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$36,146**	**$36,146**	**$36,146**	**$36,146**	**$36,146**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**0.3**	**0.3**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

The Leland Center exists to continue the legacy of the late Congressman Mickey Leland by providing leadership development and training; and by expanding opportunities for students to conduct research, analyze public policy, experience our city, state and national legislative process first hand and participate in international study abroad programs and projects. The Leland Center also serves as a conduit for University faculty and students to interact with the community to create collaborative programs and forums that seek solutions to enduring critical problems concerning hunger, extreme poverty, diversity, conflict resolution and reconciliation.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 3 Public Service — Service Categories:

STRATEGY: 1 Mickey Leland Center on World Hunger and Peace — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$72,292	$72,292	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 3 Public Service — Service Categories:

STRATEGY: 2 Urban Infrastructure & Applied Engineering — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
2001	PROFESSIONAL FEES AND SERVICES	$44,857	$44,857	$44,857	$44,857	$44,857
TOTAL, OBJECT OF EXPENSE		**$44,857**	**$44,857**	**$44,857**	**$44,857**	**$44,857**
Method of Financing:						
1	General Revenue Fund	$44,857	$44,857	$44,857	$44,857	$44,857
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$44,857**	**$44,857**	**$44,857**	**$44,857**	**$44,857**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$44,857**	**$44,857**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$44,857**	**$44,857**	**$44,857**	**$44,857**	**$44,857**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

To promote the advancement of economic vitality and infrastructure development with the communities we serve.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 3 Public Service — Service Categories:

STRATEGY: 2 Urban Infrastructure & Applied Engineering — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$89,714	$89,714	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 3 Public Service — Service Categories:

STRATEGY: 3 Tiger Summer of Acceleration — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$223,024	$223,024	$223,024	$223,024	$223,024
1002	OTHER PERSONNEL COSTS	$1,260	$1,260	$1,260	$1,260	$1,260
TOTAL, OBJECT OF EXPENSE		**$224,284**	**$224,284**	**$224,284**	**$224,284**	**$224,284**
Method of Financing:						
1	General Revenue Fund	$224,284	$224,284	$224,284	$224,284	$224,284
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$224,284**	**$224,284**	**$224,284**	**$224,284**	**$224,284**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$224,284**	**$224,284**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$224,284**	**$224,284**	**$224,284**	**$224,284**	**$224,284**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**1.5**	**1.5**	**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

Funds are requested to accomplish the purpose of strengthening the academic skills of entering freshmen. This goal will ultimately increase retention rates.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 3 Public Service — Service Categories:

STRATEGY: 3 Tiger Summer of Acceleration — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$448,568	$448,568	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support
OBJECTIVE: 4 INSTITUTIONAL SUPPORT — Service Categories:
STRATEGY: 1 Institutional Enhancement — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$6,075,828	$6,697,859	$6,697,859	$6,027,364	$6,027,364
1002	OTHER PERSONNEL COSTS	$743,549	$41,485	$41,485	$41,485	$41,485
1005	FACULTY SALARIES	$9,033	$3,334	$3,334	$3,334	$3,334
2001	PROFESSIONAL FEES AND SERVICES	$15,732	$60,000	$60,000	$60,000	$60,000
2003	CONSUMABLE SUPPLIES	$0	$2,000	$2,000	$2,000	$2,000
2005	TRAVEL	$0	$10,000	$10,000	$10,000	$10,000
2009	OTHER OPERATING EXPENSE	$23,572	$53,036	$53,036	$53,036	$53,036
TOTAL, OBJECT OF EXPENSE		**$6,867,714**	**$6,867,714**	**$6,867,714**	**$6,197,219**	**$6,197,219**
Method of Financing:						
1	General Revenue Fund	$6,867,714	$6,867,714	$6,867,714	$6,197,219	$6,197,219
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$6,867,714**	**$6,867,714**	**$6,867,714**	**$6,197,219**	**$6,197,219**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$6,197,219**	**$6,197,219**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$6,867,714**	**$6,867,714**	**$6,867,714**	**$6,197,219**	**$6,197,219**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**64.3**	**60.3**	**0.0**	**0.0**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 4 INSTITUTIONAL SUPPORT — Service Categories:

STRATEGY: 1 Institutional Enhancement — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

STRATEGY DESCRIPTION AND JUSTIFICATION:

Provide funding for much needed support to Texas Southern University's ongoing efforts to upgrade and maintain university operations to meet State performance targets.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$13,735,428	$12,394,438	$(1,340,990)	$(1,340,990)	3% reduction
			$(1,340,990)	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 4 INSTITUTIONAL SUPPORT — Service Categories:

STRATEGY: 2 Integrated Plan to Improve MIS and Fiscal Operations — Service: 09 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
2009	OTHER OPERATING EXPENSE	$73,964	$73,964	$73,964	$73,964	$73,964
TOTAL, OBJECT OF EXPENSE		**$73,964**	**$73,964**	**$73,964**	**$73,964**	**$73,964**
Method of Financing:						
1	General Revenue Fund	$73,964	$73,964	$73,964	$73,964	$73,964
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$73,964**	**$73,964**	**$73,964**	**$73,964**	**$73,964**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$73,964**	**$73,964**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$73,964**	**$73,964**	**$73,964**	**$73,964**	**$73,964**
FULL TIME EQUIVALENT POSITIONS:		**0.0**			**0.0**	**0.0**

STRATEGY DESCRIPTION AND JUSTIFICATION:

To enhance the deployment of IT software throughout the University with an emphasis on financial management.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 4 INSTITUTIONAL SUPPORT — Service Categories:

STRATEGY: 2 Integrated Plan to Improve MIS and Fiscal Operations — Service: 09 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$147,928	$147,928	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 5 Exceptional Item Request — Service Categories:

STRATEGY: 1 Exceptional Item Request — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
2009	OTHER OPERATING EXPENSE	$0	$0	$0	$0	$0
TOTAL, OBJECT OF EXPENSE		$0	$0	$0	$0	$0
Method of Financing:						
1	General Revenue Fund	$0	$0	$0	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		$0	$0	$0	$0	$0
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					$0	$0
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		$0	$0	$0	$0	$0
FULL TIME EQUIVALENT POSITIONS:		0.0			0.0	0.0

STRATEGY DESCRIPTION AND JUSTIFICATION:

Non-Formula exceptional items strengthen academic programming and prioritize student success.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

Additional information for this strategy is available in Schedule 9, Special Item Information.

717 Texas Southern University

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 5 Exceptional Item Request — Service Categories:

STRATEGY: 1 Exceptional Item Request — Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$0	$0	$0	$0	University requests 6 exceptional items to strengthen current academic investments, improve student success, expand workforce preparation.
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 5 Academic Development Initiative
OBJECTIVE: 1 Academic Development Initiative
STRATEGY: 1 Academic Development Initiative

Service Categories:
Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$2,218,690	$1,825,772	$1,825,772	$1,825,772	$1,825,772
1002	OTHER PERSONNEL COSTS	$187,374	$50,077	$50,077	$50,077	$50,077
1005	FACULTY SALARIES	$11,564,520	$12,095,863	$12,095,863	$12,095,863	$12,095,863
2001	PROFESSIONAL FEES AND SERVICES	$4,419,677	$0	$0	$0	$0
2003	CONSUMABLE SUPPLIES	$678	$0	$0	$0	$0
2005	TRAVEL	$0	$350	$350	$350	$350
2009	OTHER OPERATING EXPENSE	$19,000	$18,200	$18,200	$18,200	$18,200
TOTAL, OBJECT OF EXPENSE		**$18,409,939**	**$13,990,262**	**$13,990,262**	**$13,990,262**	**$13,990,262**
Method of Financing:						
1	General Revenue Fund	$18,409,939	$13,990,262	$13,990,262	$13,990,262	$13,990,262
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$18,409,939**	**$13,990,262**	**$13,990,262**	**$13,990,262**	**$13,990,262**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$13,990,262**	**$13,990,262**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$18,409,939**	**$13,990,262**	**$13,990,262**	**$13,990,262**	**$13,990,262**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**125.0**	**127.0**	**0.0**	**0.0**

717 Texas Southern University

GOAL:	5	Academic Development Initiative			
OBJECTIVE:	1	Academic Development Initiative	Service Categories:		
STRATEGY:	1	Academic Development Initiative	Service: 19	Income: A.2	Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

STRATEGY DESCRIPTION AND JUSTIFICATION:

Academic Development Initiative (ADI) is a critical funding piece for publicly funded Historically Black Colleges and Universities in Texas. This funding is a result of the landmark Supreme Court ruling Ayers v. Fordice that spurred the U.S. Department of Education and the Department of Justice to work with states that had vestiges of a segregated two-tier higher educational system. Texas voluntarily developed the Texas Priority Plan (ADI) to provide funding to TSU above its statutory formula funding levels to end any vestiges of a two-tier higher education system and bring TSU to a standard on par with other universities in the state.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

According to budget rider, TSU completes and submits a mandated report of the use and progress made with these funds.

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$27,980,524	$27,980,524	$0		
			$0	**Total of Explanation of Biennial Change**

717 Texas Southern University

GOAL: 6 Research Funds
OBJECTIVE: 3 Comprehensive Research Fund — Service Categories:
STRATEGY: 1 Comprehensive Research Fund — Service: 21 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029
Objects of Expense:						
1001	SALARIES AND WAGES	$521,380	$518,243	$518,243	$0	$0
1002	OTHER PERSONNEL COSTS	$9,340	$6,290	$6,290	$0	$0
1005	FACULTY SALARIES	$134,018	$0	$0	$0	$0
2001	PROFESSIONAL FEES AND SERVICES	$21,085	$17,530	$17,530	$0	$0
2003	CONSUMABLE SUPPLIES	$8,000	$5,000	$5,000	$0	$0
2009	OTHER OPERATING EXPENSE	$182,380	$180,378	$180,378	$0	$0
TOTAL, OBJECT OF EXPENSE		**$876,203**	**$727,441**	**$727,441**	**$0**	**$0**
Method of Financing:						
1	General Revenue Fund	$876,203	$727,441	$727,441	$0	$0
SUBTOTAL, MOF (GENERAL REVENUE FUNDS)		**$876,203**	**$727,441**	**$727,441**	**$0**	**$0**
TOTAL, METHOD OF FINANCE (INCLUDING RIDERS)					**$0**	**$0**
TOTAL, METHOD OF FINANCE (EXCLUDING RIDERS)		**$876,203**	**$727,441**	**$727,441**	**$0**	**$0**
FULL TIME EQUIVALENT POSITIONS:		**0.0**	**0.0**	**0.2**	**0.0**	**0.0**

717 Texas Southern University

GOAL: 6 Research Funds

OBJECTIVE: 3 Comprehensive Research Fund — Service Categories:

STRATEGY: 1 Comprehensive Research Fund — Service: 21 Income: A.2 Age: B.3

CODE	DESCRIPTION	Exp 2025	Est 2026	Bud 2027	BL 2028	BL 2029

STRATEGY DESCRIPTION AND JUSTIFICATION:

The Comprehensive Research Fund is distributed among eligible institutions based on the average amount of restricted research funds expended by each institution per year for the three preceding fiscal years. The purpose of these funds is to promote research capacity.

EXTERNAL/INTERNAL FACTORS IMPACTING STRATEGY:

EXPLANATION OF BIENNIAL CHANGE (includes Rider amounts):

STRATEGY BIENNIAL TOTAL - ALL FUNDS		BIENNIAL	EXPLANATION OF BIENNIAL CHANGE	
Base Spending (Est 2026 + Bud 2027)	Baseline Request (BL 2028 + BL 2029)	CHANGE	$ Amount	Explanation(s) of Amount (must specify MOFs and FTEs)
$1,454,882	$0	$(1,454,882)	$(1,454,882)	Reduced to baseline appropriation
			$(1,454,882)	**Total of Explanation of Biennial Change**

SUMMARY TOTALS:

OBJECTS OF EXPENSE:	**$102,549,287**	**$97,071,102**	**$87,313,518**	**$36,623,764**	**$36,623,764**
METHODS OF FINANCE (INCLUDING RIDERS):				**$36,623,764**	**$36,623,764**
METHODS OF FINANCE (EXCLUDING RIDERS):	**$102,549,287**	**$97,071,102**	**$87,313,518**	**$36,623,764**	**$36,623,764**
FULL TIME EQUIVALENT POSITIONS:	**581.6**	**616.2**	**847.4**	**0.0**	**0.0**

Agency code: **717** Agency name: **Texas Southern University**

CODE	DESCRIPTION			Excp 2028	Excp 2029
	Item Name:	Urban Infrastructure and Applied Engineering Initiative			
	Item Priority:	1			
	IT Component:	No			
	Anticipated Out-year Costs:	Yes			
	Involve Contracts > $50,000:	No			
	Includes Funding for the Following Strategy or Strategies:	03-05-01	Exceptional Item Request		
OBJECTS OF EXPENSE:					
2009	OTHER OPERATING EXPENSE			955,143	955,143
	TOTAL, OBJECT OF EXPENSE			**$955,143**	**$955,143**
METHOD OF FINANCING:					
1	General Revenue Fund			955,143	955,143
	TOTAL, METHOD OF FINANCING			**$955,143**	**$955,143**

DESCRIPTION / JUSTIFICATION:

The University requests increased funding for the Urban Infrastructure and Applied Engineering Initiative to expand workforce development, applied research, and education addressing Texas' infrastructure, transportation, energy, water, and urban systems needs. The University requested and gained approval for the renaming of this historic strategy to reflect evolving infrastructure challenges and workforce demands. The initiative modernizes a longstanding legislative investment while preserving the University' s statutory urban mission. Texas' population and economic growth continue to increase demand for transportation capacity, flood mitigation, reliable water and energy systems, advanced manufacturing, and resilient infrastructure. Meeting these needs requires more engineers, technical professionals, project managers, and infrastructure specialists. Located in Houston, the nation's energy capital, home to a major port, and the center of the Texas Gulf Coast industrial complex—Texas Southern is uniquely positioned to develop this workforce. Funding will support: Engineering and engineering technology programs; Infrastructure-focused experiential learning; Applied research with government and industry; Workforce pathways in transportation, energy, water, construction, and resilience; Recruitment and retention in high-demand STEM fields; and Infrastructure-related community and economic development. Priority areas include grid resilience, port and logistics systems, transportation, flood control, water-resource management, advanced manufacturing, urban modernization, and emerging technologies. The University will measure degree production, STEM semester credit hours, sponsored research, industry partnerships, experiential learning, and workforce placement. Increased enrollment and degree production will also strengthen formula-funding performance.

EXTERNAL/INTERNAL FACTORS:

Continued workforce challenges in engineering and other STEM-related fields will result in the State of Texas being in an economically uncompetitive position nationally and globally and undermined Texas' efforts in developing 21st century infrastructure that accommodates a statewide population of 50 million Texans

PCLS TRACKING KEY:

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

DESCRIPTION OF ANTICIPATED OUT-YEAR COSTS :

Out-year exceptional-item costs are projected at $955,143 annually, supplementing the University's existing $44,857 appropriation to establish a combined annual funding level of $1,000,000 for Urban Infrastructure and Applied Engineering. Recurring funding will support specialized faculty, applied engineering instruction, laboratory operations, workforce development, student research, and industry partnerships. The University anticipates maintaining this funding level throughout the out-years to strengthen instructional capacity, support emerging engineering programs, and address Texas workforce and infrastructure needs.

ESTIMATED ANTICIPATED OUT-YEAR COSTS FOR ITEM:

	2030	2031	2032
OUT-YEAR ALL FUNDS:	$955,143	$955,143	$955,143
OUT-YEAR GR ONLY COSTS FOR ITEM:			
1 General Revenue Fund	$955,143	$955,143	$955,143
TOTAL OUT-YEAR GR ONLY:	$955,143	$955,143	$955,143

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION			Excp 2028	Excp 2029
	Item Name:	Accreditation-Pharmacy			
	Item Priority:	2			
	IT Component:	No			
	Anticipated Out-year Costs:	Yes			
	Involve Contracts > $50,000:	No			
	Includes Funding for the Following Strategy or Strategies:	03-05-01	Exceptional Item Request		
OBJECTS OF EXPENSE:					
2009	OTHER OPERATING EXPENSE			69,072	69,072
	TOTAL, OBJECT OF EXPENSE			**$69,072**	**$69,072**
METHOD OF FINANCING:					
1	General Revenue Fund			69,072	69,072
	TOTAL, METHOD OF FINANCING			**$69,072**	**$69,072**

DESCRIPTION / JUSTIFICATION:

Texas Southern University requests an increase in recurring non-formula support for Accreditation--Pharmacy to address enrollment growth in the University's Doctor of Pharmacy professional program, sustain accreditation requirements, and strengthen the state's healthcare workforce pipeline.

During the previous legislative session, Senate budget staff evaluated the University's request for additional Pharmacy funding using a comparative per-student methodology. The analysis considered the University of Houston's non-formula Pharmacy appropriation relative to its professional pharmacy enrollment and applied the resulting per-student funding level to Texas Southern's enrollment.

This methodology established an objective, enrollment-based framework for evaluating the University's funding requirements. Since that evaluation, Texas Southern's professional Pharmacy enrollment has increased, expanding the instructional, clinical, administrative, and accreditation-related responsibilities associated with operating the program.

Enrollment growth increases demand for qualified faculty, clinical instruction, experiential education placements, student support services, laboratory resources, and the infrastructure necessary to maintain accreditation standards established by the Accreditation Council for Pharmacy Education.

The University requests that the Legislature apply the previously utilized comparative per-student funding methodology to its updated professional Pharmacy enrollment. This approach would recognize documented enrollment growth, promote consistency in evaluating comparable state-supported programs, and align recurring appropriations with the number of students served.

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

Additional recurring General Revenue support will enable Texas Southern University to sustain accreditation compliance, preserve instructional quality, expand professional training capacity, and prepare additional pharmacists to meet the healthcare workforce needs of Texas.

EXTERNAL/INTERNAL FACTORS:

External Factors

Increasing demand for qualified pharmacists, evolving healthcare delivery models, and accreditation standards established by the Accreditation Council for Pharmacy Education influence the resources required to sustain professional pharmacy education. Faculty recruitment costs, clinical training requirements, laboratory expenses, and competition for experiential education placements further affect program operating costs. During the previous legislative session, Senate budget staff utilized a comparative per-student funding methodology based on the University of Houston's Pharmacy non-formula appropriation. Applying this established methodology to updated enrollment provides an objective basis for evaluating Texas Southern University's increased funding requirements.

Internal Factors

Texas Southern University's Doctor of Pharmacy professional program has experienced enrollment growth, increasing demand for faculty instruction, clinical supervision, laboratory resources, experiential education coordination, and student support services. Existing non-formula support has not increased proportionately with the number of professional students served, placing additional pressure on resources necessary to maintain accreditation compliance and instructional quality. Increased recurring General Revenue support will align funding more closely with enrollment, sustain essential academic and clinical operations, and strengthen the University's capacity to prepare pharmacists for the Texas healthcare workforce.

PCLS TRACKING KEY:

DESCRIPTION OF ANTICIPATED OUT-YEAR COSTS :

Out-year exceptional-item costs are projected at $69,072 annually, supplementing the University's existing $690,725 appropriation to establish a combined annual funding level of $759,797 for Accreditation–Pharmacy. Recurring funding will support accreditation compliance, qualified faculty, clinical instruction, experiential education, laboratory resources, and student support services associated with increased Doctor of Pharmacy professional enrollment. Although personnel, clinical training, accreditation, and operating expenses may increase over time, the University is maintaining a level funding projection. Future adjustments may be necessary to accommodate enrollment growth, preserve purchasing power, and sustain instructional quality and accreditation standards.

Agency code: **717** Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

ESTIMATED ANTICIPATED OUT-YEAR COSTS FOR ITEM:

	2030	2031	2032
OUT-YEAR ALL FUNDS:	$69,072	$69,072	$69,072
OUT-YEAR GR ONLY COSTS FOR ITEM:			
1 General Revenue Fund	$69,072	$69,072	$69,072
TOTAL OUT-YEAR GR ONLY:	$69,072	$69,072	$69,072

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION			Excp 2028	Excp 2029
	Item Name:	Accreditation Continuation-Business			
	Item Priority:	3			
	IT Component:	No			
	Anticipated Out-year Costs:	Yes			
	Involve Contracts > $50,000:	No			
	Includes Funding for the Following Strategy or Strategies:	03-05-01	Exceptional Item Request		
OBJECTS OF EXPENSE:					
2009	OTHER OPERATING EXPENSE			724,294	724,294
	TOTAL, OBJECT OF EXPENSE			**$724,294**	**$724,294**
METHOD OF FINANCING:					
1	General Revenue Fund			724,294	724,294
	TOTAL, METHOD OF FINANCING			**$724,294**	**$724,294**

DESCRIPTION / JUSTIFICATION:

The Jesse H. Jones School of Business at Texas Southern University prepares graduates for careers in business, finance, accounting, entrepreneurship, logistics, supply chain management, and corporate leadership. Located in Houston, a global center for energy, international trade, healthcare, and commerce, the School plays an important role in developing the skilled workforce essential to Texas' economic competitiveness.

Texas' continued economic expansion, corporate relocations, and emergence of the Texas Stock Exchange create new opportunities and growing demand for professionals skilled in financial markets, capital formation, business analytics, and corporate governance. The University's current appropriation of $25,706 annually limits its ability to respond to these evolving workforce demands while sustaining internationally recognized accreditation standards.

The initiative will strengthen AACSB accreditation compliance, recruit and retain qualified faculty, modernize curricula, expand industry partnerships, and improve student retention, graduation, and career placement. Investments will also support experiential learning, internships, financial markets education, entrepreneurship, and data-driven assessment of academic outcomes.

By aligning business education with emerging industries and employer needs, Texas Southern University will expand pathways to high-demand careers, strengthen the talent pipeline for Texas businesses, and advance entrepreneurship and economic mobility. This investment will help position Texas as a national leader in financial innovation, business development, and long-term economic growth.

EXTERNAL/INTERNAL FACTORS:

Without additional funding, the Jesse H. Jones School of Business will face increasing challenges in responding to Texas' evolving workforce demands while maintaining academic quality, faculty competitiveness, and internationally recognized accreditation standards.

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

Externally, continued expansion in financial services, energy, logistics, healthcare administration, and emerging capital markets will intensify competition for qualified business faculty and graduates. The emergence of the Texas Stock Exchange and continued corporate investment in Texas create opportunities that require specialized instruction, industry partnerships, and experiential learning. Without additional resources, the University may struggle to respond to these developments at the pace demanded by employers.

Internally, the existing annual appropriation of $25,706 limits the School's capacity to recruit and retain qualified faculty, modernize curricula, strengthen AACSB accreditation activities, and expand student success initiatives. Funding constraints could delay improvements in financial markets education, business analytics, entrepreneurship, internships, and career placement services.

Failure to fund this initiative would not eliminate the University's commitment to business education. However, it would constrain opportunities to improve student retention, degree completion, and workforce readiness while limiting the School's ability to expand industry engagement and respond to emerging economic opportunities.

Ultimately, these constraints could reduce Texas Southern University's contribution to the skilled business and financial workforce needed to sustain Texas' economic growth, competitiveness, and long-term prosperity.

PCLS TRACKING KEY:

DESCRIPTION OF ANTICIPATED OUT-YEAR COSTS :

Out-year exceptional-item costs are projected at $724,294 annually, supplementing the University's existing $25,706 appropriation to establish a combined annual funding level of $750,000 for Accreditation Continuation–Business. Recurring funding will support AACSB accreditation requirements, recruitment and retention of academically qualified faculty, faculty research and scholarly productivity, curriculum development, assurance-of-learning assessment, student success initiatives, and engagement with industry partners. The University anticipates maintaining this funding level throughout the out-years to sustain accreditation standards, strengthen academic quality, and expand workforce-aligned business education. Although personnel, accreditation, and operating expenses may increase over time, the University is maintaining a level funding projection.

ESTIMATED ANTICIPATED OUT-YEAR COSTS FOR ITEM:

	2030	2031	2032
OUT-YEAR ALL FUNDS:	$724,294	$724,294	$724,294

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION		Excp 2028	Excp 2029
OUT-YEAR GR ONLY COSTS FOR ITEM:				
1	General Revenue Fund	$724,294	$724,294	$724,294
	TOTAL OUT-YEAR GR ONLY:	$724,294	$724,294	$724,294

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION			Excp 2028	Excp 2029
	Item Name:	Accreditation-Education			
	Item Priority:	4			
	IT Component:	No			
	Anticipated Out-year Costs:	Yes			
	Involve Contracts > $50,000:	No			
	Includes Funding for the Following Strategy or Strategies:	03-05-01	Exceptional Item Request		
OBJECTS OF EXPENSE:					
2009	OTHER OPERATING EXPENSE			717,519	717,519
	TOTAL, OBJECT OF EXPENSE			**$717,519**	**$717,519**
METHOD OF FINANCING:					
1	General Revenue Fund			717,519	717,519
	TOTAL, METHOD OF FINANCING			**$717,519**	**$717,519**

DESCRIPTION / JUSTIFICATION:

Texas faces persistent teacher shortages, growing demands for classroom readiness, and continuing challenges in staffing high-need and historically underperforming schools. Texas Southern University's Educator Readiness and School Transformation Initiative will strengthen the State's educator workforce by expanding teacher preparation, certification, and professional development while advancing instructional excellence and student achievement.

The initiative responds to evolving instructional approaches, including the New Education System (NES), Science of Reading and structured literacy, high-impact tutoring, teacher residency programs, data-driven instruction, and school turnaround leadership. These approaches require educators equipped with effective instructional practices, strong classroom management skills, and the ability to improve student outcomes in challenging educational environments.

Additional funding will expand teacher certification pathways, recruit and retain qualified faculty, strengthen school district partnerships, support educator residencies and field supervision, and accelerate certification for prospective teachers. The initiative will also establish a statewide resource center to research, evaluate, and disseminate effective instructional practices and school transformation strategies.

Located in Houston, Texas Southern University brings longstanding experience in educator preparation and proximity to school districts implementing innovative instructional models. These strengths position the University to connect educator preparation with the practical demands of Texas classrooms.

This investment will increase the pipeline of certified, classroom-ready teachers, strengthen educator effectiveness, support school improvement, and advance Texas' commitment to educational excellence and long-term workforce competitiveness.

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

EXTERNAL/INTERNAL FACTORS:

Without additional state investment, Texas Southern University will face increasing challenges in expanding its educator preparation and certification capacity to address Texas' persistent teacher shortages and growing demand for classroom-ready educators.

Externally, teacher vacancies, educator turnover, and the instructional demands of high-need campuses continue to challenge Texas public schools. Emerging instructional models, including the New Education System, structured literacy, high-impact tutoring, teacher residencies, and school turnaround strategies, require educators with specialized training and practical classroom experience. Without expanded preparation pathways, school districts may continue to experience difficulty recruiting and retaining qualified teachers equipped to improve student achievement.

Internally, limited resources constrain the University's ability to recruit specialized faculty, expand certification pathways, provide field supervision, support teacher residencies, and strengthen partnerships with school districts. Funding limitations would also delay development of a statewide resource center dedicated to researching, evaluating, and disseminating effective instructional practices and school transformation strategies.

Failure to fund this initiative could restrict growth in teacher certification output, limit opportunities for aspiring educators, and reduce the University's capacity to respond to evolving instructional demands.

Continued investment will strengthen Texas' educator workforce pipeline, improve classroom readiness, support high-need campuses, and advance statewide priorities for student achievement, educational excellence, and long-term economic competitiveness.

PCLS TRACKING KEY:

DESCRIPTION OF ANTICIPATED OUT-YEAR COSTS :

Out-year exceptional-item costs are projected at $717,519 annually, supplementing the University's existing $32,481 appropriation to establish a combined annual funding level of $750,000 for Accreditation–Education. Recurring funding will support educator preparation and certification, accreditation compliance, qualified faculty, teacher residency and field-based partnerships, instructional readiness, and research into effective educational practices. The University will also strengthen preparation for high-need and historically underperforming schools through evidence-based instructional approaches, educator workforce development, and collaboration with Texas school districts. The University anticipates maintaining this funding level throughout the out-years, although personnel, accreditation, and operating expenses may increase over time.

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

ESTIMATED ANTICIPATED OUT-YEAR COSTS FOR ITEM:

	2030	2031	2032
OUT-YEAR ALL FUNDS:	$717,519	$717,519	$717,519
OUT-YEAR GR ONLY COSTS FOR ITEM:			
1 General Revenue Fund	$717,519	$717,519	$717,519
TOTAL OUT-YEAR GR ONLY:	$717,519	$717,519	$717,519

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION			Excp 2028	Excp 2029
	Item Name:	Summer of Acceleration			
	Item Priority:	5			
	IT Component:	No			
	Anticipated Out-year Costs:	Yes			
	Involve Contracts > $50,000:	No			
	Includes Funding for the Following Strategy or Strategies:	03-05-01	Exceptional Item Request		
OBJECTS OF EXPENSE:					
2009	OTHER OPERATING EXPENSE			525,716	525,716
	TOTAL, OBJECT OF EXPENSE			**$525,716**	**$525,716**
METHOD OF FINANCING:					
1	General Revenue Fund			525,716	525,716
	TOTAL, METHOD OF FINANCING			**$525,716**	**$525,716**

DESCRIPTION / JUSTIFICATION:

Texas Southern University's Summer of Acceleration Initiative, formerly the Texas Summer Academy, advances student success by accelerating academic progression, improving degree completion, and preparing graduates to meet Texas' workforce needs. The initiative builds upon existing federal Title III support and leverages state investment to expand structured summer learning opportunities that promote timely credential attainment.

The University serves substantial populations of first-generation, economically disadvantaged, transfer, returning adult, and other students who often balance academic responsibilities with employment and family obligations. The initiative addresses barriers to completion through targeted summer enrollment, academic advising, gateway course instruction, tutoring, and workforce-aligned learning experiences.

The initiative will help students complete 30 semester credit hours annually through structured summer instruction, academic advising, and coordinated degree planning. These strategies emphasize measurable student outcomes, institutional efficiency, and credentials of value.

This initiative will help establish the academic infrastructure necessary to support the eventual expansion of accelerated three-year bachelor's degree pathways. Through coordinated academic scheduling, intensive summer instruction, and structured degree planning, Texas Southern can prepare students to complete rigorous degree requirements on accelerated timelines without compromising academic quality.

Continued state investment will complement existing Title III resources, expand student participation, strengthen four-year and six-year graduation outcomes, and position the University to implement innovative degree pathways consistent with emerging statewide higher education priorities. This will result in timely degree completion, greater economic mobility, and an expanded pipeline of workforce-ready graduates contributing to Texas' long-term prosperity.

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

EXTERNAL/INTERNAL FACTORS:

Without continued state investment, Texas Southern University will face greater challenges in expanding the Summer of Acceleration Initiative and sustaining improvements in student progression, persistence, and timely degree completion.

Externally, rising costs, workforce demands, and students' competing employment and family responsibilities create barriers to continuous enrollment. Texas' increasing emphasis on credentials of value, performance-based funding, and accelerated degree pathways further underscores the importance of year-round academic opportunities. Without additional resources, students may experience delayed graduation, increased educational expenses, and slower entry into the workforce.

Internally, the University currently leverages federal Title III support to strengthen student success and academic progression. However, these resources carry specific programmatic restrictions and cannot independently sustain the full expansion of summer instruction, academic coaching, gateway course acceleration, and workforce-aligned learning opportunities. Limited state support would constrain the University's ability to serve additional students and coordinate the academic scheduling and instructional capacity necessary for future three-year bachelor's degree pathways.

Failure to fund the initiative could slow improvements in semester credit hour completion, retention, graduation rates, and institutional productivity while limiting opportunities to reduce excess credit accumulation.

Continued investment will allow Texas Southern University to build upon existing federal support, accelerate degree completion, and prepare more graduates to meet Texas' evolving workforce needs.

PCLS TRACKING KEY:

DESCRIPTION OF ANTICIPATED OUT-YEAR COSTS :

Out-year exceptional-item costs are projected at $525,716 annually, supplementing the University's existing $224,284 appropriation to establish a combined annual funding level of $750,000 for the Tiger Summer of Acceleration initiative. Recurring funding will expand summer instructional opportunities, academic advising, tutoring, supplemental instruction, and targeted student support services designed to improve academic progression, credit accumulation, persistence, and timely degree completion. The University anticipates maintaining this funding level throughout the out-years while evaluating program effectiveness through student participation, successful course completion, credit hours earned, retention, and progress toward graduation.

Agency code: **717** Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

ESTIMATED ANTICIPATED OUT-YEAR COSTS FOR ITEM:

	2030	2031	2032
OUT-YEAR ALL FUNDS:	$525,716	$525,716	$525,716
OUT-YEAR GR ONLY COSTS FOR ITEM:			
1 General Revenue Fund	$525,716	$525,716	$525,716
TOTAL OUT-YEAR GR ONLY:	$525,716	$525,716	$525,716

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION			Excp 2028	Excp 2029
	Item Name:	Texas Creative Industries Workforce Initiative			
	Item Priority:	6			
	IT Component:	No			
	Anticipated Out-year Costs:	Yes			
	Involve Contracts > $50,000:	No			
	Includes Funding for the Following Strategy or Strategies:	03-05-01	Exceptional Item Request		
OBJECTS OF EXPENSE:					
2009	OTHER OPERATING EXPENSE			750,000	750,000
	TOTAL, OBJECT OF EXPENSE			**$750,000**	**$750,000**
METHOD OF FINANCING:					
1	General Revenue Fund			750,000	750,000
	TOTAL, METHOD OF FINANCING			**$750,000**	**$750,000**

DESCRIPTION / JUSTIFICATION:

Texas Southern University requests recurring General Revenue funding to establish the Texas Creative Industries Workforce Initiative, strengthening the state's workforce pipeline in film, television, performing arts, digital media, and entertainment production.

Senate Bill 22, enacted by the 89th Texas Legislature, significantly expanded Texas's investment in the moving-image industry and recognized partnerships with institutions of higher education as a mechanism for workforce development. As Texas attracts additional film and television productions, the state must also develop the skilled workforce necessary to sustain industry growth and maximize the economic benefits of its investment.

Texas Southern University is positioned to advance this objective through its existing academic programs in Theatre, Radio, Television, and Film, and Entertainment and Recording Industry Management. The initiative will integrate these capabilities to expand specialized instruction, technical production training, industry-recognized credentials, and experiential learning opportunities.

Additional funding will support faculty and technical expertise, production technology, industry partnerships, paid apprenticeships, and career pathways in acting, cinematography, lighting, sound engineering, editing, set design, and production management.

The initiative will strengthen Houston's creative economy, expand employment opportunities for Texas students, and support the development of a competitive, homegrown production workforce.

Recurring non-formula support will provide the institutional capacity necessary to sustain these activities, establish measurable workforce outcomes, and position Texas

Agency code: 717 Agency name: **Texas Southern University**

CODE	DESCRIPTION	Excp 2028	Excp 2029

Southern University as a long-term contributor to the state's film, television, and entertainment industries.

EXTERNAL/INTERNAL FACTORS:

External Factors

Implementation of Senate Bill 22 by the 89th Texas Legislature has expanded Texas's investment in film, television, and moving-image production, increasing the need for a skilled, industry-ready workforce. Competition among states for production activity, advances in digital media and production technologies, and growing demand for specialized technical and creative talent require sustained workforce preparation. Industry partnerships, production activity, employer demand, and evolving professional standards will influence program implementation and employment outcomes.

Internal Factors

Texas Southern University maintains established academic programs in Theatre, Radio, Television, and Film, and Entertainment and Recording Industry Management, providing a foundation for interdisciplinary workforce development. However, existing instructional resources limit the University's capacity to expand specialized training, acquire modern production technology, establish industry partnerships, and provide paid experiential learning opportunities. Successful implementation will require coordination across academic units, additional faculty and technical expertise, employer engagement, and recurring financial support. The University's ability to leverage existing facilities, align curricula with industry requirements, and document measurable workforce outcomes will influence the initiative's long-term effectiveness.

PCLS TRACKING KEY:

DESCRIPTION OF ANTICIPATED OUT-YEAR COSTS :

Out-year costs are projected at $750,000 annually to sustain the Texas Creative Workforce Initiative as a recurring workforce development program. Funding will support specialized faculty and industry practitioners, film and television production training, digital media and entertainment technology, experiential learning, industry partnerships, and career pathways connecting students with Texas' expanding creative economy. The initiative will leverage existing academic programs in theatre, radio, television, film, and entertainment and recording industry management while developing opportunities for interdisciplinary collaboration and workforce credentials. The University anticipates maintaining level funding throughout the out-years, with performance measured through student participation, industry partnerships, credentials earned, internships, and employment outcomes.

ESTIMATED ANTICIPATED OUT-YEAR COSTS FOR ITEM:

	2030	2031	2032
OUT-YEAR ALL FUNDS:	$750,000	$750,000	$750,000

Agency code: **717** Agency name: **Texas Southern University**

CODE	DESCRIPTION		Excp 2028	Excp 2029
OUT-YEAR GR ONLY COSTS FOR ITEM:				
1	General Revenue Fund	$750,000	$750,000	$750,000
	TOTAL OUT-YEAR GR ONLY:	$750,000	$750,000	$750,000

Agency code: **717** Agency name: **Texas Southern University**

Code	Description	Excp 2028	Excp 2029
Item Name:	Urban Infrastructure and Applied Engineering Initiative		
Allocation to Strategy:	3-5-1 Exceptional Item Request		
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	955,143	955,143
TOTAL, OBJECT OF EXPENSE		**$955,143**	**$955,143**
METHOD OF FINANCING:			
1	General Revenue Fund	955,143	955,143
TOTAL, METHOD OF FINANCING		**$955,143**	**$955,143**
FULL-TIME EQUIVALENT POSITIONS (FTE):		0.0	0.0

Agency code: **717** Agency name: **Texas Southern University**

Code	Description	Excp 2028	Excp 2029
Item Name:	Accreditation-Pharmacy		
Allocation to Strategy:	3-5-1 Exceptional Item Request		
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	69,072	69,072
TOTAL, OBJECT OF EXPENSE		**$69,072**	**$69,072**
METHOD OF FINANCING:			
1	General Revenue Fund	69,072	69,072
TOTAL, METHOD OF FINANCING		**$69,072**	**$69,072**
FULL-TIME EQUIVALENT POSITIONS (FTE):		0.0	0.0

Agency code: **717** Agency name: **Texas Southern University**

Code	Description	Excp 2028	Excp 2029
Item Name:	Accreditation Continuation-Business		
Allocation to Strategy:	3-5-1 Exceptional Item Request		
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	724,294	724,294
TOTAL, OBJECT OF EXPENSE		**$724,294**	**$724,294**
METHOD OF FINANCING:			
1	General Revenue Fund	724,294	724,294
TOTAL, METHOD OF FINANCING		**$724,294**	**$724,294**
FULL-TIME EQUIVALENT POSITIONS (FTE):		0.0	0.0

Agency code: **717** Agency name: **Texas Southern University**

Code	Description	Excp 2028	Excp 2029
Item Name:	Accreditation-Education		
Allocation to Strategy:	3-5-1 Exceptional Item Request		
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	717,519	717,519
TOTAL, OBJECT OF EXPENSE		**$717,519**	**$717,519**
METHOD OF FINANCING:			
1	General Revenue Fund	717,519	717,519
TOTAL, METHOD OF FINANCING		**$717,519**	**$717,519**
FULL-TIME EQUIVALENT POSITIONS (FTE):		0.0	0.0

Agency code: **717** Agency name: **Texas Southern University**

Code	Description	Excp 2028	Excp 2029
Item Name:	Summer of Acceleration		
Allocation to Strategy:	3-5-1 Exceptional Item Request		
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	525,716	525,716
TOTAL, OBJECT OF EXPENSE		**$525,716**	**$525,716**
METHOD OF FINANCING:			
1	General Revenue Fund	525,716	525,716
TOTAL, METHOD OF FINANCING		**$525,716**	**$525,716**
FULL-TIME EQUIVALENT POSITIONS (FTE):		0.0	0.0

Agency code: **717** Agency name: **Texas Southern University**

Code	Description	Excp 2028	Excp 2029
Item Name:	Texas Creative Industries Workforce Initiative		
Allocation to Strategy:	3-5-1 Exceptional Item Request		
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	750,000	750,000
TOTAL, OBJECT OF EXPENSE		**$750,000**	**$750,000**
METHOD OF FINANCING:			
1	General Revenue Fund	750,000	750,000
TOTAL, METHOD OF FINANCING		**$750,000**	**$750,000**
FULL-TIME EQUIVALENT POSITIONS (FTE):		0.0	0.0

Agency Code: 717 Agency name: **Texas Southern University**

GOAL: 3 Provide Non-formula Support

OBJECTIVE: 5 Exceptional Item Request

STRATEGY: 1 Exceptional Item Request

Service Categories:
Service: 19 Income: A.2 Age: B.3

CODE	DESCRIPTION	Excp 2028	Excp 2029
OBJECTS OF EXPENSE:			
2009	OTHER OPERATING EXPENSE	3,741,744	3,741,744
	Total, Objects of Expense	**$3,741,744**	**$3,741,744**
METHOD OF FINANCING:			
1	General Revenue Fund	3,741,744	3,741,744
	Total, Method of Finance	**$3,741,744**	**$3,741,744**

EXCEPTIONAL ITEM(S) INCLUDED IN STRATEGY:

Urban Infrastructure and Applied Engineering Initiative

Accreditation-Pharmacy

Accreditation Continuation-Business

Accreditation-Education

Summer of Acceleration

Texas Creative Industries Workforce Initiative

Agency code: 717 Agency name: **Texas Southern University**

GR Baseline Request Limit = $43,358,657

GR-D Baseline Request Limit = $0

Strategy/Strategy Option/Rider	2028 Funds			2029 Funds				Biennial	Biennial	
	FTEs	Total	GR	Ded	FTEs	Total	GR	Ded	Cumulative GR	Cumulative Ded	Page #
	0.0				0.0				******GR-D Baseline Request Limit=$0******		
Strategy: 1 - 1 - 5 **Texas Public Education Grants**	0.0	2,387,378	0	2,387,378	0.0	2,387,378	0	2,387,378	0	4,774,756	
Strategy: 1 - 1 - 6 **Organized Activities**	0.0	54,970	0	54,970	0.0	54,970	0	54,970	0	4,884,696	
Strategy: 2 - 1 - 2 **Capital Construction Assistance Projects Revenue Bonds**	0.0	12,710,400	12,710,400	0	0.0	12,710,400	12,710,400	0	25,420,800	4,884,696	
Strategy: 3 - 1 - 1 **Thurgood Marshall School of Law**	0.0	155,372	155,372	0	0.0	155,372	155,372	0	25,731,544	4,884,696	
Strategy: 3 - 1 - 2 **Accreditation Continuation - Business**	0.0	25,706	25,706	0	0.0	25,706	25,706	0	25,782,956	4,884,696	
Strategy: 3 - 1 - 3 **Accreditation Continuation - Pharmacy**	0.0	690,725	690,725	0	0.0	690,725	690,725	0	27,164,406	4,884,696	
Strategy: 3 - 1 - 4 **Accreditation Continuation - Education**	0.0	32,481	32,481	0	0.0	32,481	32,481	0	27,229,368	4,884,696	
Strategy: 3 - 3 - 1 **Mickey Leland Center on World Hunger and Peace**	0.0	36,146	36,146	0	0.0	36,146	36,146	0	27,301,660	4,884,696	
Strategy: 3 - 3 - 2 **Urban Infrastructure & Applied Engineering**	0.0	44,857	44,857	0	0.0	44,857	44,857	0	27,391,374	4,884,696	
Strategy: 3 - 3 - 3 **Tiger Summer of Acceleration**	0.0	224,284	224,284	0	0.0	224,284	224,284	0	27,839,942	4,884,696	
Strategy: 3 - 4 - 1 **Institutional Enhancement**	0.0	6,197,219	6,197,219	0	0.0	6,197,219	6,197,219	0	40,234,380	4,884,696	
Strategy: 3 - 4 - 2 **Integrated Plan to Improve MIS and Fiscal Operations**	0.0	73,964	73,964	0	0.0	73,964	73,964	0	40,382,308	4,884,696	

Agency code: 717 Agency name: **Texas Southern University**

GR Baseline Request Limit = $43,358,657

GR-D Baseline Request Limit = $0

Strategy/Strategy Option/Rider	2028 Funds			2029 Funds				Biennial Cumulative GR	Biennial Cumulative Ded	Page #
	FTEs	Total	GR	Ded	FTEs	Total	GR	Ded			
	0.0				**0.0**				********GR Baseline Request Limit=$43,358,657********		
Strategy: 5 - 1 - 1 **Academic Development Initiative**	0.0	13,990,262	13,990,262	0	0.0	13,990,262	13,990,262	0	68,362,832	4,884,696	
Excp Item: 1 **Urban Infrastructure and Applied Engineering Initiative**	0.0	955,143	955,143	0	0.0	955,143	955,143	0	70,273,118	4,884,696	
Strategy Detail for Excp Item: 1											
Strategy: 3 - 5 - 1 **Exceptional Item Request**	0.0	955,143	955,143	0	0.0	955,143	955,143	0			
Excp Item: 2 **Accreditation-Pharmacy**	0.0	69,072	69,072	0	0.0	69,072	69,072	0	70,411,262	4,884,696	
Strategy Detail for Excp Item: 2											
Strategy: 3 - 5 - 1 **Exceptional Item Request**	0.0	69,072	69,072	0	0.0	69,072	69,072	0			
Excp Item: 3 **Accreditation Continuation-Business**	0.0	724,294	724,294	0	0.0	724,294	724,294	0	71,859,850	4,884,696	
Strategy Detail for Excp Item: 3											
Strategy: 3 - 5 - 1 **Exceptional Item Request**	0.0	724,294	724,294	0	0.0	724,294	724,294	0			
Excp Item: 4 **Accreditation-Education**	0.0	717,519	717,519	0	0.0	717,519	717,519	0	73,294,888	4,884,696	

Agency code: 717 Agency name: **Texas Southern University**

GR Baseline Request Limit = $43,358,657

GR-D Baseline Request Limit = $0

Strategy/Strategy Option/Rider	2028 Funds			2029 Funds				Biennial	Biennial	
	FTEs	Total	GR	Ded	FTEs	Total	GR	Ded	Cumulative GR	Cumulative Ded	Page #
Strategy Detail for Excp Item: 4											
Strategy: 3 - 5 - 1 **Exceptional Item Request**	0.0	717,519	717,519	0	0.0	717,519	717,519	0			
Excp Item: 5 **Summer of Acceleration**	0.0	525,716	525,716	0	0.0	525,716	525,716	0	74,346,320	4,884,696	
Strategy Detail for Excp Item: 5											
Strategy: 3 - 5 - 1 **Exceptional Item Request**	0.0	525,716	525,716	0	0.0	525,716	525,716	0			
Excp Item: 6 **Texas Creative Industries Workforce Initiative**	0.0	750,000	750,000	0	0.0	750,000	750,000	0	75,846,320	4,884,696	
Strategy Detail for Excp Item: 6											
Strategy: 3 - 5 - 1 **Exceptional Item Request**	0.0	750,000	750,000	0	0.0	750,000	750,000	0			
	0.0	**$40,365,508**	**$37,923,160**	**$2,442,348**	**0.0**	**$40,365,508**	**$37,923,160**	**2,442,348**			

Agency Code: 717 Agency: **Texas Southern University**

COMPARISON TO STATEWIDE HUB PROCUREMENT GOALS

A. Fiscal Year - HUB Expenditure Information

Statewide HUB Goals	Procurement Category	HUB Expenditures FY 2024 % Goal	% Actual	Diff	Actual $	Total Expenditures FY 2024	HUB Expenditures FY 2025 % Goal	% Actual	Diff	Actual $	Total Expenditures FY 2025
11.2%	Heavy Construction	11.2 %	54.9%	43.7%	$152,749	$278,130	11.2 %	100.0%	88.8%	$44,700	$44,700
21.1%	Building Construction	21.1 %	45.2%	24.1%	$2,186,477	$4,835,199	21.1 %	30.0%	8.9%	$1,029,943	$3,431,999
32.9%	Special Trade	32.9 %	37.8%	4.9%	$3,470,127	$9,177,802	32.9 %	31.4%	-1.5%	$1,257,877	$4,000,881
23.7%	Professional Services	23.7 %	25.9%	2.2%	$230,903	$891,862	23.7 %	13.9%	-9.8%	$41,470	$299,422
26.0%	Other Services	26.0 %	5.6%	-20.4%	$1,632,752	$29,000,924	26.6 %	3.1%	-23.5%	$394,360	$12,721,323
21.1%	Commodities	21.1 %	21.1%	0.0%	$2,790,496	$13,206,323	21.1 %	18.8%	-2.3%	$1,653,030	$8,778,704
	Total Expenditures		**18.2%**		**$10,463,504**	**$57,390,240**		**15.1%**		**$4,421,380**	**$29,277,029**

B. Assessment of Attainment of HUB Procurement Goals

Attainment: Texas Southern University attained or exceeded four of the six applicable statewide HUB procurement goals in FY 2024 and two of the six goals in FY 2025.

Applicability: All six statewide HUB procurement categories are applicable to Texas Southern University.

Factors Affecting Attainment:

One issue affecting our HUB goals is self-performing vendors, who have been awarded contracts and are not part of a historically underutilized business (HUB) program. Another factor is the other professional services category. As we strive to elevate our University from an R2 institution to R1 status, other professional services, many of which are non-HUBs, are needed.

C. Good-Faith Efforts to Increase HUB Participation

Outreach Efforts and Mentor-Protégé Programs:

Successfully carried out 60+ vendor outreach, education, training, and mentor-protégé promotion instances.

Implemented mandatory HUB subcontracting plans for contracts exceeding $100,000 when subcontracting opportunities were anticipated.

Utilized CMBL/HUB directories for contract solicitation (daily procedure).

Agency Code: 717 Agency: **Texas Southern University**

Held pre-bid meetings to explain the HUB subcontracting plan requirements and ensure potential Respondents fully understood and complied with them.

Cultivated one mentor-protégé relationship.

HUB Program Staffing:

The University dedicates four positions to facilitate HUB outreach, training, and procedure updates. The breakdown of hours pertaining to HUB are as follows:

Executive Director

· 10% Weekly Hrs with HUB

· 60% Weekly Hrs with Administrative Duties

· 30% Weekly Hrs with Contracts, Policy Updates

Director/HUB Coordinator

· 50% Weekly Hrs with HUB

· 30% Weekly Hrs with Purchasing

· 20% Weekly Hrs with Contracts

Buyer

· 30% Weekly Hrs with HUB

· 70% Weekly Hrs with Purchasing

Buyer

· 20% Weekly Hrs with HUB

· 40% Weekly with Bids and Contracts

· 20% Policy Updates/Revisions

Agency Code: **717** Agency: **Texas Southern University**

Current and Future Good-Faith Efforts:

As per the Texas Government Code, 2161.181-182 and Title 34, Rule 20.281 of the Texas Administrative Code, and mandated by the Board of Regents of Texas Southern University (TSU), the Administration, Faculty, and Staff shall make a good-faith effort to utilize Historically Underutilized Businesses (HUBs) (TSU MAPP Policy 03.02.05).

Utilizes the CMBL for vendor identification purposes and ensures that employees with fiscal responsibility receive annual HUB training , which includes guidance on identifying HUB vendors through the CMBL.

Hosts an annual "How to do Business with TSU" training and a HUB FAIR to attract new approved vendors.

Participation in HUB events, with the aim of fostering connections with other agencies and universities.

Maintain memberships and attend meetings with the Houston Minority Business Council, Houston Hispanic Chamber of Commerce, and Asian Chamber of Commerce.

Providing comprehensive support to vendors as they navigate the intricacies of their application and certification procedures.

Effectively communicates and disseminates (HUB) goals during Pre-Bid Conferences, fostering transparent and productive interactions with potential respondents.

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	Act 2025	Act 2026	Bud 2027	Est 2028	Est 2029
Gross Tuition					
Gross Resident Tuition	12,997,186	13,633,898	13,633,898	13,633,898	13,633,898
Gross Non-Resident Tuition	21,269,854	19,962,068	19,962,068	19,962,068	19,962,068
Gross Tuition	**34,267,040**	**33,595,966**	**33,595,966**	**33,595,966**	**33,595,966**
Less: Resident Waivers and Exemptions (excludes Hazlewood)	(196,922)	(215,780)	(215,780)	(215,780)	(215,780)
Less: Non-Resident Waivers and Exemptions	(5,997,574)	(5,872,156)	(5,872,156)	(5,872,156)	(5,872,156)
Less: Hazlewood Exemptions	(639,380)	(747,904)	(747,904)	(747,904)	(747,904)
Less: Board Authorized Tuition Increases (TX. Educ. Code Ann. Sec. 54.008)	(4,534,134)	(4,444,685)	(4,444,685)	(4,444,685)	(4,444,685)
Less: Tuition increases charged to doctoral students with hours in excess of 100 (TX. Educ. Code Ann. Sec. 54.012)	0	0	0	0	0
Less: Tuition increases charged to undergraduate students with excessive hours above degree requirements. (TX. Educ. Code Ann. Sec. 61.0595)	0	0	0	0	0
Less: Tuition rebates for certain undergraduates (TX. Educ. Code Ann. Sec. 54.0065)	0	(21,000)	(21,000)	(21,000)	(21,000)
Plus: Tuition waived for Students 55 Years or Older (TX. Educ. Code Ann. Sec. 54.013)	0	0	0	0	0
Less: Tuition for repeated or excessive hours (TX. Educ. Code Ann. Sec. 54.014)	0	0	0	0	0
Plus: Tuition waived for Texas Grant Recipients (TX. Educ. Code Ann. Sec. 56.307)	0	0	0	0	0
Subtotal	**22,899,030**	**22,294,441**	**22,294,441**	**22,294,441**	**22,294,441**
Less: Transfer of funds for Texas Public Education Grants Program (Tex. Educ. Code Ann. Sec. 56c) and for Emergency Loans (Tex. Educ. Code Ann. Sec. 56d)	(2,396,905)	(2,387,378)	(2,387,378)	(2,387,378)	(2,387,378)
Less: Transfer of Funds (2%) for Physician/Dental Loans (Medical Schools)	0	0	0	0	0
Less: Statutory Tuition (Tx. Educ. Code Ann. Sec. 54.051) Set Aside for Doctoral Incentive Loan Repayment Program (Tx. Educ. Code Ann. Sec. 56.095)	0	0	0	0	0
Less: Other Authorized Deduction					
Net Tuition	**20,502,125**	**19,907,063**	**19,907,063**	**19,907,063**	**19,907,063**
Student Teaching Fees	800	1,300	1,300	1,300	1,300

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	Act 2025	Act 2026	Bud 2027	Est 2028	Est 2029
Special Course Fees	449,890	437,810	437,810	437,810	437,810
Laboratory Fees	164,995	158,426	158,426	158,426	158,426
Subtotal, Tuition and Fees (Formula Amounts for Health-Related Institutions)	**21,117,810**	**20,504,599**	**20,504,599**	**20,504,599**	**20,504,599**
OTHER INCOME					
Interest on General Funds:					
Local Funds in State Treasury	0	206,601	206,601	206,601	206,601
Funds in Local Depositories, e.g., local amounts	0	0	0	0	0
Other Income (Itemize)					
E&G Facilities Rental	8,167	5,833	5,833	5,833	5,833
Transcripts	94,054	82,665	82,665	82,665	82,665
Post Office Box Rent	1,635	2,400	2,400	2,400	2,400
Subtotal, Other Income	**103,856**	**297,499**	**297,499**	**297,499**	**297,499**
Subtotal, Other Educational and General Income	**21,221,666**	**20,802,098**	**20,802,098**	**20,802,098**	**20,802,098**
Less: O.A.S.I. Applicable to Educational and General Local Funds Payrolls	0	0	0	0	0
Less: Teachers Retirement System and ORP Proportionality for Educational and General Funds	0	0	0	0	0
Less: Staff Group Insurance Premiums	0	0	0	0	0
Total, Other Educational and General Income (Formula Amounts for General Academic Institutions)	**21,221,666**	**20,802,098**	**20,802,098**	**20,802,098**	**20,802,098**
Reconciliation to Summary of Request for FY 2019-2021:					
Plus: Transfer of Funds for Texas Public Education Grants Program and Physician Loans	0	0	0	0	0
Plus: Transfer of Funds 2% for Physician/Dental Loans (Medical Schools)	0	0	0	0	0
Plus: Transfer of Funds for Cancellation of Student Loans of Physicians	0	0	0	0	0
Plus: Organized Activities	150,947	57,674	57,674	57,674	57,674
Plus: Staff Group Insurance Premiums	0	0	0	0	0
Plus: Board-authorized Tuition Income	0	0	0	0	0

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	Act 2025	Act 2026	Bud 2027	Est 2028	Est 2029
Plus: Tuition Increases Charged to Doctoral Students with Hours in Excess of 100	0	0	0	0	0
Plus: Tuition Increases Charged to Undergraduate Students with Excessive Hours above Degree Requirements (TX. Educ. Code Ann. Sec. 61.0595)	0	0	0	0	0
Plus: Tuition rebates for certain undergraduates (TX Educ.Code Ann. Sec. 54.0065)	0	0	0	0	0
Plus: Tuition for repeated or excessive hours (TX. Educ. Code Ann. Sec. 54.014)	0	0	0	0	0
Less: Tuition Waived for Students 55 Years or Older	0	0	0	0	0
Less: Tuition Waived for Texas Grant Recipients	0	0	0	0	0
Total, Other Educational and General Income Reported on Summary of Request	**21,372,613**	**20,859,772**	**20,859,772**	**20,859,772**	**20,859,772**

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	Act 2025	Act 2026	Bud 2027	Est 2028	Est 2029
General Revenue Transfers					
Transfer from Coordinating Board for Texas College Work Study Program (2025, 2026, 2027)	0	0	0	0	0
Transfer from Coordinating Board for Professional Nursing Shortage Reduction Program	0	0	0	0	0
Transfer of GR Group Insurance Premium from Comptroller (UT and TAMU Components only)	0	0	0	0	0
Less: Transfer to Other Institutions	0	0	0	0	0
Less: Transfer to Department of Health, Disproportionate Share - State-Owned Hospitals (2025, 2026, 2027)	0	0	0	0	0
Other (Itemize)					
Other: Fifth Year Accounting Scholarship	0	0	0	0	0
Texas Grants	0	0	0	0	0
B-on-Time Program	0	0	0	0	0
Texas Research Incentive Program	0	0	0	0	0
Less: Transfer to System Administration	0	0	0	0	0
GME Expansion	0	0	0	0	0
Subtotal, General Revenue Transfers	**0**	**0**	**0**	**0**	**0**
General Revenue HEF	12,072,906	12,750,829	12,750,829	12,750,829	12,750,829
Transfer from Available University Funds (UT, A&M and Prairie View A&M Only)	0	0	0	0	0
Other Additions (Itemize)					
Increase Capital Projects - Educational and General Funds	0	0	0	0	0
Transfer from Department of Health, Disproportionate Share - State-owned Hospitals (2025, 2026, 2027)	0	0	0	0	0
Transfers from Other Funds, e.g., Designated funds transferred for educational and general activities (Itemize)	0	0	0	0	0
Other (Itemize)					
Gross Designated Tuition (Sec. 54.0513)	**45,436,029**	**47,166,941**	**47,166,941**	**47,166,941**	**47,166,941**
Indirect Cost Recovery (Sec. 145.001(d))	**1,800,000**	**1,800,000**	**1,800,000**	**1,800,000**	**1,800,000**
Correctional Managed Care Contracts	**0**	**0**	**0**	**0**	**0**

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		E&G Enrollment	GR Enrollment	GR-D/OEGI Enrollment	Total E&G (Check)	Local Non-E&G
GR & GR-D Percentages						
GR %	71.00%					
GR-D/Other %	29.00%					
Total Percentage	100.00%					
FULL TIME ACTIVES						
1a Employee Only		328	233	95	328	276
2a Employee and Children		73	52	21	73	52
3a Employee and Spouse		61	43	18	61	13
4a Employee and Family		68	48	20	68	21
5a Eligible, Opt Out		18	13	5	18	31
6a Eligible, Not Enrolled		0	0	0	0	0
Total for This Section		**548**	**389**	**159**	**548**	**393**
PART TIME ACTIVES						
1b Employee Only		0	0	0	0	0
2b Employee and Children		4	3	1	4	0
3b Employee and Spouse		0	0	0	0	0
4b Employee and Family		0	0	0	0	0
5b Eligble, Opt Out		1	1	0	1	0
6b Eligible, Not Enrolled		7	5	2	7	0
Total for This Section		**12**	**9**	**3**	**12**	**0**
Total Active Enrollment		**560**	**398**	**162**	**560**	**393**

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	E&G Enrollment	GR Enrollment	GR-D/OEGI Enrollment	Total E&G (Check)	Local Non-E&G
FULL TIME RETIREES by ERS					
1c Employee Only	0	0	0	0	0
2c Employee and Children	0	0	0	0	0
3c Employee and Spouse	0	0	0	0	0
4c Employee and Family	0	0	0	0	0
5c Eligble, Opt Out	0	0	0	0	0
6c Eligible, Not Enrolled	0	0	0	0	0
Total for This Section	**0**	**0**	**0**	**0**	**0**
PART TIME RETIREES by ERS					
1d Employee Only	0	0	0	0	0
2d Employee and Children	0	0	0	0	0
3d Employee and Spouse	0	0	0	0	0
4d Employee and Family	0	0	0	0	0
5d Eligble, Opt Out	0	0	0	0	0
6d Eligible, Not Enrolled	0	0	0	0	0
Total for This Section	**0**	**0**	**0**	**0**	**0**
Total Retirees Enrollment	**0**	**0**	**0**	**0**	**0**
TOTAL FULL TIME ENROLLMENT					
1e Employee Only	328	233	95	328	276
2e Employee and Children	73	52	21	73	52
3e Employee and Spouse	61	43	18	61	13
4e Employee and Family	68	48	20	68	21
5e Eligble, Opt Out	18	13	5	18	31
6e Eligible, Not Enrolled	0	0	0	0	0
Total for This Section	**548**	**389**	**159**	**548**	**393**

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	E&G Enrollment	GR Enrollment	GR-D/OEGI Enrollment	Total E&G (Check)	Local Non-E&G
TOTAL ENROLLMENT					
1f Employee Only	328	233	95	328	276
2f Employee and Children	77	55	22	77	52
3f Employee and Spouse	61	43	18	61	13
4f Employee and Family	68	48	20	68	21
5f Eligble, Opt Out	19	14	5	19	31
6f Eligible, Not Enrolled	7	5	2	7	0
Total for This Section	**560**	**398**	**162**	**560**	**393**

Higher Education Schedule 4: Computation of OASI
90th Regular Session, Agency Submission, Version 1
Automated Budget and Evaluation System of Texas (ABEST)

Agency 717 Texas Southern University

Proportionality Percentage Based on Comptroller Accounting Policy Statement #011, Exhibit 2	2025		2026		2027		2028		2029	
	% to Total	Allocation of OASI	% to Total	Allocation of OASI	% to Total	Allocation of OASI	% to Total	Allocation of OASI	% to Total	Allocation of OASI
General Revenue (% to Total)	71.0000	$2,319,958	63.0000	$2,227,140	63.0000	$2,227,140	63.0000	$2,227,140	63.0000	$2,227,140
Other Educational and General Funds (% to Total)	29.0000	$947,589	37.0000	$1,308,003	37.0000	$1,308,003	37.0000	$1,308,003	37.0000	$1,308,003
Health-Related Institutions Patient Income (% to Total)	0.0000	$0	0.0000	$0	0.0000	$0	0.0000	$0	0.0000	$0
Grand Total, OASI (100%)	100.0000	**$3,267,547**	100.0000	**$3,535,143**	100.0000	**$3,535,143**	100.0000	**$3,535,143**	100.0000	**$3,535,143**

Higher Education Schedule 5: Calculation of Retirement Proportionality and ORP Differential
90th Regular Session, Agency Submission, Version 1

Automated Budget and Evaluation System of Texas (ABEST)

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Description	Act 2025	Act 2026	Bud 2027	Est 2028	Est 2029
Proportionality Amounts					
Gross Educational and General Payroll - Subject To TRS Retirement	24,695,467	26,717,912	26,717,912	26,717,912	26,717,912
Employer Contribution to TRS Retirement Programs	2,037,376	2,204,228	2,204,228	2,204,228	2,204,228
Gross Educational and General Payroll - Subject To ORP Retirement	11,046,276	11,950,915	11,950,915	11,950,915	11,950,915
Employer Contribution to ORP Retirement Programs	729,054	788,760	788,760	788,760	788,760
Proportionality Percentage					
General Revenue	70.9900 %	76.8100 %	76.8100 %	76.8100 %	76.8100 %
Other Educational and General Income	29.0100 %	23.1900 %	23.1900 %	23.1900 %	23.1900 %
Health-related Institutions Patient Income	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %
Proportional Contribution					
Other Educational and General Proportional Contribution (Other E&G percentage x Total Employer Contribution to Retirement Programs)	802,541	694,074	694,074	694,074	694,074
HRI Patient Income Proportional Contribution (HRI Patient Income percentage x Total Employer Contribution To Retirement Programs)	0	0	0	0	0
Differential					
Differential Percentage	1.9000 %	1.9000 %	1.9000 %	1.9000 %	1.9000 %
Gross Payroll Subject to Differential - Optional Retirement Program	6,896,001	7,104,456	7,104,456	7,104,456	7,104,456
Total Differential	131,024	134,985	134,985	134,985	134,985

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Activity	Act 2025	Act 2026	Bud 2027	Est 2028	Est 2029
A. PUF Bond Proceeds Allocation	0	0	0	0	0
Project Allocation					
Library Acquisitions	0	0	0	0	0
Construction, Repairs and Renovations	0	0	0	0	0
Furnishings & Equipment	0	0	0	0	0
Computer Equipment & Infrastructure	0	0	0	0	0
Reserve for Future Consideration	0	0	0	0	0
Other (Itemize)					
B. HEF General Revenue Allocation	10,443,320	12,750,829	12,750,829	12,750,829	12,750,829
Project Allocation					
Library Acquisitions	1,101,263	1,100,961	1,100,961	1,100,961	1,100,961
Construction, Repairs and Renovations	158,787	1,577,521	1,577,521	1,577,521	1,577,521
Furnishings & Equipment	133,627	111,929	111,929	111,929	111,929
Computer Equipment & Infrastructure	32,017	9,656	9,656	9,656	9,656
Reserve for Future Consideration	9,017,626	9,950,762	9,950,762	9,950,762	9,950,762
HEF for Debt Service	0	0	0	0	0
Other (Itemize)					
C. TSTC Endowment Allocation	0	0	0	0	0
Project Allocation					
Library Acquisitions	0	0	0	0	0
Construction, Repairs and Renovations	0	0	0	0	0
Furnishings & Equipment	0	0	0	0	0
Computer Equipment & Infrastructure	0	0	0	0	0
Reserve for Future Consideration	0	0	0	0	0
Debt Service	0	0	0	0	0
Other (Itemize)					

Agency code: **717** Agency name: **Texas Southern University**

	Actual 2025	Actual 2026	Budgeted 2027	Estimated 2028	Estimated 2029
Part A.					
FTE Postions					
Directly Appropriated Funds (Bill Pattern)					
Educational and General Funds Faculty Employees	367.5	408.2	408.2	408.2	408.2
Educational and General Funds Non-Faculty Employees	214.1	207.6	207.6	207.6	207.6
Subtotal, Directly Appropriated Funds	**581.6**	**615.8**	**615.8**	**615.8**	**615.8**
Other Appropriated Funds					
AUF	0.0	0.0	0.0	0.0	0.0
Subtotal, Other Appropriated Funds	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Subtotal, All Appropriated	**581.6**	**615.8**	**615.8**	**615.8**	**615.8**
Contract Employees (Correctional Managed Care)	544.1	655.5	0.0	0.0	0.0
Subtotal, Other Funds & Non-Appropriated	**544.1**	**655.5**	**0.0**	**0.0**	**0.0**
GRAND TOTAL	**1,125.7**	**1,271.3**	**615.8**	**615.8**	**615.8**

Agency 717 Texas Southern University

Project Priority:	Project Code:	Capital Construction Assistance Projects Revenue Bond Request	Total Project Cost	Cost Per Total Gross Square Feet
1	1	$ 193,651,237	$ 193,651,237	$ 754

Name of Proposed Facility:
Thurgood Marshall Law Center

Project Type:
New Construction

Location of Facility:
Texas Southern University Campus - Houston

Type of Facility:
Instruction/Research

Project Start Date:
06/15/2027

Project Completion Date:
06/16/2029

Gross Square Feet:
256,822

Net Assignable Square Feet in Project
230,010

Project Description
Thurgood Marshall Law Center

Higher Education Schedule 8B: Capital Construction Assistance Projects Revenue Bond Issuance History
90th Regular Session, Agency Submission, Version 1
Automated Budget and Evaluation System of Texas (ABEST)

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Authorization Date	Authorization Amount	Issuance Date	Issuance Amount	Authorized Amount Outstanding as of 08/31/2026	Proposed Issuance Date for Outstanding Authorization	Proposed Issuance Amount for Outstanding Authorization
1997	$18,000,000	Jan 2 1998	$18,000,000			
		Subtotal	$18,000,000	$0		
2001	$79,000,000	Jan 2 2001	$79,000,000			
		Subtotal	$79,000,000	$0		
2003	$3,500,000	Jan 2 2004	$3,500,000			
		Subtotal	$3,500,000	$0		
2006	$46,500,000	Jan 2 2007	$46,500,000			
		Subtotal	$46,500,000	$0		
2015	$60,000,000	Jan 2 2016	$60,000,000			
		Subtotal	$60,000,000	$0		
2016	$5,549,000	Jan 2 2017	$5,549,000			
		Subtotal	$5,549,000	$0		
2021	$14,275,000	Jan 2 2021	$14,275,000			
		Subtotal	$14,275,000	$0		
2023	$80,680,000	Jul 25 2023	$80,680,000			
		Subtotal	$80,680,000	$0		
2027	$193,651,237				Jul 2 2027	$193,651,237

8. Summary of Requests for Facilities-Related Projects

90th Regular Session, Agency Submission

Agency Code: 717	Agency: Texas Southern University		James White/Errol Thomas/Melanie Jackson												
Date: August 5, 2026			Project Category				Amount Requested								
Project ID #	Capital Expenditure Category	Project Description	New Construction	Health and Safety	Deferred Maintenance	Maintenance	2028-29 Total Amount Requested	MOF Code #	MOF Requested	Can this project be partially funded?	Requested in Prior Session?	Value of Existing Capital Projects	2028-29 Estimated Debt Service (If Applicable)	Debt Service MOF Code #	Debt Service MOF Requested
1	5002	Thurgood Marshall Law Center	X	X			$ 193,651,237	1	$193,651,237	Yes	89th	$ 180,752,525	$ 16,178,174	1	General Revenue

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#1: ACADEMIC DEVELOPMENT INITIATIVE

(1) Year Non-Formula Support Item First Funded:	2002
Year Non-Formula Support Item Established:	2001
Original Appropriation:	$12,500,000

(2) Mission:

Texas Southern University uses the Academic Development Initiative to strengthen undergraduate and graduate programs, teaching, advising, academic support, and learning technology. The initiative improves student achievement, persistence, progression, degree completion, accreditation, workforce readiness, and enrollment.

(3) (a) Major Accomplishments to Date:

Through the Academic Development Initiative and coordinated institutional efforts, Texas Southern University achieved substantial year-over-year improvements in student persistence and progression. The University strengthened advising, tutoring, degree planning, academic technology, and data-informed student intervention. It also maintained institutional accreditation and developed or enhanced academic programs that address Texas workforce needs.

Accomplishments:
Fall 2025 student enrollment increased by 4% over prior Fall [2024=8,704 to 2025=9,060]
Spring 2026 student enrollment increased by 1% over prior Spring [2025=8,181 to 2026=8,240]
2025: Achieved the highest 1yr persistence rate on record, 70.2%
In 2024, the University achieved a then-record four-year graduation rate of approximately 19 percent.
Degrees awarded increased 6% over prior year [Fall 2024-Spring 2025 =1,615 to Fall 2025-Spring 2026 =1,718]
-New academic programs in the Transdisciplinary Studies [designed to support adult learners and those near completion] were implemented at Texas Southern in 2023, to-date nearly 430 degrees have been awarded, as of Spring 2026.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

Through innovative teaching, learning, research, workforce development, and community engagement, Texas Southern University will equip graduates with the skills and experiences needed to thrive in an ever-changing world.

The University will strengthen Academic Development Initiatives by:

-Aligning academic programming with industry demand in Texas and beyond
Drive student success and outcomes via targeted interventions to support persistence, progression, and completion
-Grow total enrollment to expand the number of students who can benefit from a Texas Southern education, including online, graduate, and undergraduate programs
-Expand career readiness and career advancement opportunities, including through experiential learning opportunities, research experiences, internships, civic engagement programs, and other project-based experiences
-Build stackable credential options and educational pathways
-Strengthen university partnerships with corporations, organizations and other educational institutions to broaden opportunities for students and alumni

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(4) Funding Source Prior to Receiving Non-Formula Support Funding:

None. Texas Southern University had no dedicated funding source for the Academic Development Initiative before receiving the non-formula appropriation.

(5) Formula Funding:
ADI does not directly generate formula funding. It strengthens instruction, credit production, student progression, and degree completion, which support formula-funded operations.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

None. Texas Southern University has not identified a dedicated non-GR source for the Academic Development Initiative.

(9) Impact of Not Funding:

Reducing or eliminating this funding would limit Texas Southern University's capacity to strengthen academic programs, recruit and retain qualified faculty, provide advising and tutoring, maintain learning technology, and satisfy accreditation and continuous-improvement obligations. Students could complete fewer credits, lose academic momentum, take longer to graduate, accumulate more debt, or leave without a credential. These outcomes would reverse gains in persistence and progression, reduce degree production, and weaken the pipeline of workforce-ready graduates that Texas employers need. Lower credit production and completion would also reduce formula support and diminish Texas's return on its higher education investment. Texas Southern University has not identified a recurring alternative source that could fully replace this appropriation. Continued funding protects academic quality, improves completion rates, supports accreditation, strengthens the Texas workforce, and promotes efficient use of taxpayer dollars.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently to sustain academic quality, faculty development, student progression, degree completion, and accreditation.

(11) Non-Formula Support Associated with Time Frame:

ADI has no fixed end date. Texas Southern University must continuously improve academic programs, faculty quality, student support, and accreditation compliance.

(12) Benchmarks:

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For this cycle our notable Benchmarks are:
70% or higher 1yr persistence rate [Fall 2024-2025=70%]
30% or higher 6yr graduation rate [2025 rate=24%]

Improve programs providing basic skills in Math, English
60% or higher entering freshmen complete Gateway Math [2024-25 rate=50%]
60% or higher entering freshmen complete Gateway English [2023-24 rate=51%]

(13) Performance Reviews:

Academic programs are reviewed on a consistent basis through TSU's institutional effectiveness framework as maintained for university accreditation.

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#2: INSTITUTIONAL ENHANCEMENT

(1) Year Non-Formula Support Item First Funded:	2000
Year Non-Formula Support Item Established:	2000
Original Appropriation:	$6,867,714

(2) Mission:

Texas Southern University uses Institutional Enhancement to supplement base formula resources for core academic operations and campus safety initiatives.

(3) (a) Major Accomplishments to Date:

Institutional Enhancement provided stable support for core academic operations, faculty instruction, academic services, program assessment, and accreditation. Institutional Enhancement also supports the University's Department of Public Safety's efforts in maintaining campus security.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During fiscal years 2028 and 2029, Texas Southern University will direct Institutional Enhancement funding toward core operations that improve course access, teaching quality, faculty capacity, advising, learning support, assessment, accreditation, and campus safety.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Before Institutional Enhancement, Texas Southern University relied on various special-item appropriations and institutional resources to support core academic operations and campus safety initiatives.

(5) Formula Funding:
Institutional Enhancement does not directly generate formula funding. It supplements academic, key administrative, and campus safety functions funded by formula funding.

(6) Category:

Institutional Enhancement

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

None. Texas Southern University has not identified a dedicated non-GR source for Institutional Enhancement.

(9) Impact of Not Funding:

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Reducing or eliminating this funding would remove stable support from Texas Southern University's core academic operations. The University would have less capacity to offer required courses, retain qualified faculty, support advising and academic services, maintain learning technology, assess program quality, and meet accreditation standards. Students could encounter fewer course options, weaker academic support, delayed progression, longer time to degree, and increased debt. These effects would reduce graduation, weaken the supply of workforce-ready graduates, lower formula-generating credit production, and diminish Texas's return on its higher education investment. Formula resources alone do not provide a dedicated replacement for this support. Continued funding protects classroom quality, academic capacity, student completion, accreditation, and the efficient use of taxpayer resources.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently because campus public safety, instruction, faculty capacity, academic services, technology, assessment, and accreditation require recurring investment.

(11) Non-Formula Support Associated with Time Frame:

This support has no fixed end date. Texas Southern University must fund core academic operations and continuous improvement every year to sustain teaching quality and completion.

(12) Benchmarks:

Meet approved annual targets for maintaining campus safety, course availability, teaching quality, persistence, completion of 30 semester credit hours, gateway-course completion, graduation, faculty capacity, program assessment, and accreditation.

(13) Performance Reviews:

University leadership will review academic outcomes, teaching quality, course availability, faculty capacity, student and faculty feedback, accreditation findings, and expenditure alignment annually, to include campus safety metrics. Leadership will use the results to direct funding toward core operations that produce measurable improvements. The University currently tracks coursework success, retention, 30-credit-hour progression, and graduation, making those appropriate benchmarks for both items.

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#3: THURGOOD MARSHALL SCHOOL OF LAW

(1) Year Non-Formula Support Item First Funded:	1985
Year Non-Formula Support Item Established:	1985
Original Appropriation:	$400,000

(2) Mission:

The Thurgood Marshall School of Law prepares practice-ready attorneys who serve Texas businesses, governments, courts, communities, and individuals. The School uses this support to strengthen ABA accreditation, bar readiness and passage, academic success, specialized legal-skills training, clinics, and workforce-aligned instruction. Through this work, the School expands Texas's legal workforce and prepares attorneys to uphold the U.S. and Texas Constitutions, protect constitutional and property rights, enforce contracts, preserve due process, and strengthen the rule of law.

(3) (a) Major Accomplishments to Date:

Thurgood Marshall School of Law (TMSL) at Texas Southern University continues to offer an American Bar Association (ABA) accredited JD program.

TMSL has accomplished positive results in the following areas:
-Continues to be #1 in TX in JD Degrees awarded to African Americans.
-Improved Bar Passage rates from 67.2 % in 2024 to 83.1% in 2025.
-Provided free bar prep resources to students to remove financial barriers
-The Office of Academic Success and Bar Readiness proactively identifies students at risk of not passing the bar and provides targeted support to improve their outcomes.
-All bar takers are provided a bar prep coach who monitors their progress throughout the bar prep period. These coaches provide social and material support to students.
-Enhanced academic counseling and outreach to at risk students by leveraging student success technology platforms.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

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Thurgood Marshall School of Law (TMSL) will continue to build on the noted accomplishments regarding recent increases in student enrollment, enhancing advising, and active Bar exam preparation. Preliminary Fall 2026 enrollment data shows a second consecutive year in increased enrollment: 583 students have registered, representing a slight increase from Fall 2025.

In alignment with Texas Southern's Strategic Plan, Ascend 2030, the TMSL has also developed a college strategic plan focused on enhanced program recruitment, student matriculation, student progression, degree completion, bar examination preparation, and workforce readiness.

These plans will be accomplished by:
-Exploring 3+3 agreements with undergraduate programs to provide access to a professional degree.
- Continue to implement programs that enable students to develop the skills and competencies required to become effective practitioners
-Systematically leverage technology to track students' academic progress from entry through exit.
The School will conduct planned check-ins with students and recent graduates to monitor academic progress and bar examination preparation.
- The Office of Assessment, in collaboration with the Office of Academic Success, will complete an evaluation of student learning to determine each class's progression on critical reading, thinking, and writing skills.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

None. The non-formula support item was established and first funded in fiscal year 1985; therefore, no prior funding source applies.

(5) Formula Funding:
The Thurgood Marshall School of Law generates Instruction and Operations formula funding through weighted semester credit hours associated with JD coursework. Estimated formula funding attributable to the program is an estimated $5.24 million annually or $10.47 million per biennium. Formula funding is ongoing. The non-formula support appropriation supplements this funding by supporting bar preparation, academic support, accreditation, and specialized legal-skills training.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

Thurgood Marshall School of Law students received at least $278,339 of philanthropic support over the biennium.

(9) Impact of Not Funding:

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Reducing or eliminating this funding would weaken Texas's return on its legal-education investment and shrink its pipeline of practice-ready attorneys. The Thurgood Marshall School of Law uses these funds for bar-readiness instruction, academic-success programs, individualized advising, and targeted interventions that help students earn JD degrees, pass the bar examination, and join the Texas workforce.

A strong legal profession preserves the rule of law and upholds the U.S. and Texas Constitutions. Attorneys protect constitutional rights, defend due process, safeguard private property, enforce contracts, and ensure that government acts within lawful authority. They serve courts, public agencies, businesses, nonprofit organizations, and individuals across Texas.

The rule of law also strengthens the Texas economy. Businesses invest, expand, and create jobs when the legal system protects property, enforces contracts, applies regulations predictably, and resolves disputes fairly and efficiently. Fewer qualified attorneys can raise costs, delay transactions and legal proceedings, and restrict access to legal services. Texas Southern University has identified no recurring source that could fully replace this appropriation. Continued funding strengthens the Texas workforce, supports economic growth, and protects constitutional government, individual rights, property rights, and the rule of law.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Permanent Basis. This non-formula support funds recurring activities essential to the Thurgood Marshall School of Law's mission, including bar-readiness instruction, academic support, student advising, accreditation-related continuous improvement, and preparation of graduates for the Texas legal workforce. These responsibilities continue each academic year and are not associated with a one-time project, startup period, fixed completion date, or benchmark after which support would no longer be needed. Accordingly, continued non-formula support is required on a permanent basis.

(11) Non-Formula Support Associated with Time Frame:

No specific time frame applies. The Thurgood Marshall School of Law uses this ongoing support each fiscal year to provide bar-readiness instruction, academic support, student advising, and accreditation-related continuous improvement. These continuing responsibilities have no sunset or project-completion date.

(12) Benchmarks:

This non-formula funding item requires ongoing financial support. TSU will continue to align academic program content that is timely and appropriate for the program's accreditation. Workforce demand continues to be high in the law professions. While positions, such as legal secretaries and administrative assistance show a decline in projected demand over ten years [2024-2034]. Lawyers, law teachers, etc. reveal a growth in demand of approximately 4%, according to the Bureau of Labor Statistics.

(13) Performance Reviews:

Program accreditation, at a minimum, requires an active and on-going review of academic program applicants, student enrollment, faculty sufficiency, and completion rates.

For this cycle our notable performance reviews are:
Number of JD degrees awarded [2024-2025 Baseline =164]
Law Bar pass rate-ABEST (Automated Budget Evaluation System of TX) [Baseline rate=83.1%] Note: ABEST measure included students who took and passed the bar within one year of graduation. Passers need not be first-time passers.
Law Bar first-time pass rate [July 2025 Baseline rate=66.33%]

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#4: ACCREDITATION - PHARMACY

(1) Year Non-Formula Support Item First Funded:	1983
Year Non-Formula Support Item Established:	1983
Original Appropriation:	$136,987

(2) Mission:

The Pharmacy Accreditation initiative sustains the academic, clinical, and accreditation infrastructure necessary to prepare qualified pharmacists for the Texas healthcare workforce. The initiative supports faculty capacity, clinical instruction, experiential education, laboratory resources, licensure readiness, and compliance with Accreditation Council for Pharmacy Education standards. Funding requirements reflect increased professional enrollment and the need to align recurring state support with the number of students served.

(3) (a) Major Accomplishments to Date:

The Joan M Lafleur College of Pharmacy & Health Sciences continues to offer an accredited Doctoral-Professional (PharmD) program. The PharmD program remains accredited by Accreditation Council for Pharmacy Education (ACPE).
To address the most recent year's decline in PharmD passage rates of the NAPLEX exam [79% to 58%], targeted academic improvements have been implemented:
-Expanded Just-In-Time Academic Support (JITS) across high-risk courses. This program leverages technology, faculty engagement and customized advising to improve retention, progression, licensure readiness, and student well-being across the professional program.
-Conducted a curriculum retreat and assessment review in Spring 2026. Identified short term and long-term priorities for curricula redesign
-The undergraduate Biomedical Sciences program continues to be the largest major within the college with 237 students enrolled during Fall 2025. This program has established a pipeline of aligned curriculum for students to pursue a PharmD within the same college.
-Expanded the longitudinal board preparation model throughout the fourth year, incorporating sustained review and competency-based assessments aligned ACPE Standards
-Provided intensive board review bootcamp and post-graduation review course to serve as key interventions to reinforce clinical reasoning and therapeutic decision-making

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During FY 2028–2029, the University will expand faculty and clinical instructional capacity to accommodate professional enrollment, strengthen experiential learning opportunities, implement curriculum and assessment improvements, and improve licensure readiness. The initiative will utilize enrollment-based funding analysis consistent with the comparative per-student methodology previously applied by Senate budget staff in evaluating Texas Southern University's Pharmacy funding requirements.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Prior to receiving dedicated non-formula support, Texas Southern University relied on existing institutional resources to support pharmacy instruction and accreditation activities.

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(5) Formula Funding:
Pharmacy courses generate weighted semester credit hours that contribute to Texas Southern University's Instruction and Operations formula funding. Formula funding supports general instruction and operations but does not provide a separately identified amount for pharmacy accreditation. This non-formula appropriation supplements formula resources by supporting faculty qualifications, assessment, accreditation reporting, clinical training infrastructure, and continuous improvement required to maintain program quality and accreditation.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

Texas Southern Pharmacy School students received approximately $314,922 in philanthropic donations to support their education.

(9) Impact of Not Funding:

Reducing or eliminating this funding would weaken Texas's return on its investment in pharmacy education and increase the risk that Texas Southern University could not sustain qualified faculty, clinical training, assessment, accreditation reporting, and continuous improvement. The program prepares practice-ready pharmacists who protect patients, improve medication safety, manage chronic diseases, administer immunizations, and work with health professionals throughout Texas. Texas needs a dependable pharmacist pipeline. Funding reductions could limit clinical placements, laboratories, instructional resources, faculty recruitment and retention, student support, and licensure preparation. These constraints could reduce the supply of qualified pharmacists in medically underserved communities and contribute to medication errors, avoidable hospital use, workforce shortages, and higher health care costs. Pharmacists serve hospitals, community pharmacies, clinics, long-term-care facilities, public health agencies, and industry. They help Texans remain healthy and productive and support emergency response. Texas Southern University has not identified a recurring alternative source that could fully replace this appropriation. Continued funding supports accreditation, strengthens the Texas health care workforce, safeguards the state's investment in students, and supports a healthier, more productive Texas economy.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support on a permanent basis. Pharmacy accreditation requires continuous compliance with standards for faculty qualifications, curriculum, assessment, experiential education, student outcomes, and program resources. The College must perform this work every year to maintain accreditation and prepare graduates for licensure and professional practice. Discontinuing the funding would weaken the program's capacity to meet these recurring obligations.

(11) Non-Formula Support Associated with Time Frame:

This support has no fixed completion date. Pharmacy accreditation requires continuous monitoring, reporting, assessment, improvement, and periodic external review. During fiscal years 2028 and 2029, Texas Southern University will support clinical education, maintain qualified faculty and program infrastructure, evaluate student outcomes, address accreditation requirements, and prepare for or respond to accreditation reviews. The need continues beyond the biennium as long as the University operates the pharmacy program and maintains its accreditation.

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(12) Benchmarks:

Professional enrollment; PharmD degrees awarded; first-time and overall NAPLEX passage; clinical placements; and accreditation compliance.

(13) Performance Reviews:

Texas Southern University will conduct annual performance reviews of its Doctor of Pharmacy program to assess accreditation compliance, academic quality, student progression, licensure readiness, and workforce preparation.

Reviews will evaluate faculty sufficiency, professional enrollment, clinical education, degree completion, and student performance on the North American Pharmacist Licensure Examination (NAPLEX).

Current performance baselines include:

- PharmD degrees awarded: 48 (2024–2025).
- NAPLEX first-time pass rate: 58.3% (2025); national rate: 86.8%.
- NAPLEX all-attempt pass rate: 61.4% (2025); national rate: 85.6%.

Recognizing the gap between institutional and national licensure passage rates, the University will strengthen academic interventions, curriculum assessment, individualized student support, and board examination preparation.

Program leadership will review outcomes annually, identify deficiencies, implement corrective actions, and evaluate their effectiveness. Findings will guide faculty development, instructional improvements, resource allocation, and accreditation-related continuous improvement.

These reviews will support measurable improvements in licensure outcomes, degree production, and preparation of qualified pharmacists for the Texas healthcare workforce.

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#5:URBAN INFRASTRUCTURE & APPLIED ENGINEERING (former Urban Redev/Ren)

(1) Year Non-Formula Support Item First Funded:	1998
Year Non-Formula Support Item Established:	1998
Original Appropriation:	$100,000

(2) Mission:

Urban Infrastructure and Applied Engineering Initiative supports workforce development, applied research, and educational programs addressing Texas' growing infrastructure, transportation, energy, water, and urban systems needs.

(3) (a) Major Accomplishments to Date:

During FY 2026, the Texas Southern University Board of Regents approved the creation of four new engineering departments and seven new engineering degree programs to advance the University's strategic emphasis on urban infrastructure and applied engineering. These departments leverage existing College of Science, Engineering and Technology (COSET) strengths in computer science, transportation studies, environmental toxicology, and aviation science and include Electrical Engineering and Computer Science (EECS); Civil Engineering and Transportation Studies (CETS); Chemical Engineering and Environmental Toxicology (ChEET); and Aerospace and Mechanical Engineering (AME).

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During FY 2028–2029, Texas Southern University will expand engineering education, applied research, and workforce development through its Urban Infrastructure and Applied Engineering Initiative.

The University's $955,143 annual exceptional-item request would supplement its existing $44,857 appropriation, establishing $1 million in recurring annual support.

Building upon the Board of Regents' approval of four engineering departments and seven degree programs, the University will strengthen faculty capacity, laboratories, experiential learning, and industry partnerships.

Priority areas include transportation, energy and grid resilience, water systems, flood mitigation, port operations, logistics, and advanced manufacturing.

Expected accomplishments include expanding engineering enrollment and degree production; increasing STEM semester credit hours; strengthening sponsored research; and developing partnerships supporting internships, workforce placement, and infrastructure modernization.

Progress will be measured through student outcomes, research activity, industry partnerships, and workforce contributions, strengthening Texas' economic competitiveness.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Before receiving non-formula funding in 1998, Texas Southern University relied on institutional resources for urban development activities. The appropriation now supports the renamed engineering initiative.

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(5) Formula Funding:
Courses developed through this initiative will generate weighted semester credit hours that contribute to formula funding. Formula funding will not cover start-up costs or specialized program needs.

(6) Category:

Public Service

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

Students pursuing their academic studies had philanthropic support of approximately $356,400 during the biennium.

(9) Impact of Not Funding:

Without this funding, Texas Southern University could not develop Urban Infrastructure and Applied Engineering at the scale needed to meet Texas workforce and infrastructure demands. The University would have limited capacity to recruit specialized faculty, equip laboratories, develop applied curricula, form employer partnerships, and provide hands-on learning. Students would lose pathways into engineering, construction, transportation, water, energy, and related careers.

Texas's growth depends on safe, reliable, and cost-effective infrastructure. Businesses and public entities need professionals who can design, build, maintain, and modernize critical systems while controlling costs and using public and private capital responsibly. A smaller workforce pipeline could increase project costs, delay construction and maintenance, weaken public safety, and constrain economic development.

Texas Southern University has no dedicated recurring source that could fully replace this appropriation. Without funding, the University would reduce the initiative's scope, delay implementation, or forgo the program. Continued funding strengthens Texas's technical workforce, supports job creation and private investment, protects public infrastructure, and improves long-term economic competitiveness.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently to maintain specialized engineering faculty, laboratories, equipment, partnerships, and applied learning. Discontinuing this funding would reduce program capacity and weaken the University's ability to prepare a skilled workforce to develop, modernize, and sustain Texas' twenty-first-century infrastructure.

(11) Non-Formula Support Associated with Time Frame:

Texas Southern University will develop the initiative during fiscal years 2028–29 and will need ongoing support to maintain faculty, laboratories, equipment, partnerships, and applied learning.

(12) Benchmarks:

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Texas Southern University will measure the effectiveness of the Urban Infrastructure and Applied Engineering Initiative through benchmarks aligned with engineering education, student success, applied research, and workforce development.

Key performance benchmarks include:

- Implementation and continued development of four approved engineering departments and seven degree programs.
- Increased enrollment, persistence, and degree completion in engineering and related STEM disciplines.
- Growth in upper-division STEM semester credit-hour production.
- Expanded student participation in internships, experiential learning, and industry-supported projects.
- Increased faculty and student participation in sponsored research addressing transportation, energy, water systems, infrastructure resilience, and advanced manufacturing.
- Growth in government and industry partnerships supporting workforce development and applied research.
- Improved graduate employment and placement in engineering and technical occupations.

Performance will be assessed annually using institutional enrollment, academic outcomes, research activity, partnership development, and workforce placement data.

(13) Performance Reviews:

Texas Southern University will conduct annual performance reviews of the Urban Infrastructure and Applied Engineering Initiative to assess academic outcomes, workforce development, research productivity, and the effective use of state appropriations.

Reviews will evaluate:

- Progress in implementing approved engineering departments and degree programs.
- Student enrollment, persistence, graduation, and STEM semester credit-hour production.
- Faculty capacity, laboratory resources, and instructional effectiveness.
- Student participation in internships, experiential learning, and applied research.
- Sponsored research awards, industry partnerships, and graduate workforce placement.
- Alignment of expenditures with program objectives and measurable outcomes.

The University will utilize Institutional Research, academic program assessments, employer feedback, and financial reporting to evaluate performance, identify areas for improvement, and guide resource allocation.

Findings will inform annual planning and demonstrate the initiative's contribution to Texas' infrastructure workforce needs and economic competitiveness.

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#6: TIGER SUMMER OF ACCELERATION (FORMERLY TEXAS SUMMER ACADEMY)

(1) Year Non-Formula Support Item First Funded: 2000

Year Non-Formula Support Item Established: 2000

Original Appropriation: $500,000

(2) Mission:

The Tiger Summer of Acceleration initiative improves college readiness, academic progression, and timely degree completion through structured summer instruction, advising, tutoring, and supplemental academic support. The initiative emphasizes successful completion of gateway courses, accumulation of 30 semester credit hours annually, reduced time to degree, and development of accelerated academic pathways, including opportunities associated with emerging three-year bachelor's degree models.

(3) (a) Major Accomplishments to Date:

Summer programming access is designed to provide students an opportunity to strengthen their start into college. Specifically, these programs are designed to position students to complete key gateway courses during the summer to support their acquisition of critical skills to be successful in more advanced courses. These programs are led by faculty who have extensive experience in working with students at the lower division level while providing focused advising and supplemental instruction.

These summer programs have consistently yielded high summer to fall persistence rates, which contributes to the university's overall enrollment in the entering freshman cohort.

Recent accomplishments include
-Summer 2023 to Fall 2024 persistence=97.6 % success rate (40 of 41 students continued enrollment)
-Summer 2024 to Fall 2025 persistence=93.4 % success rate (57 of 61 students continued enrollment)
-Fall 2023 to Fall 2024 summer program enrollment growth from 41 students to 61 students, which is a +20 students or 49% increase.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During FY 2028–2029, the University will expand summer course availability, strengthen early academic intervention, increase student participation in accelerated learning opportunities, and improve progression through gateway and degree-required coursework. The program will align structured summer instruction with academic advising and degree planning to increase annual credit accumulation, strengthen retention, and improve timely graduation while reducing unnecessary educational costs.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

None. Tiger Summer of Acceleration modernizes the previously funded Texas Summer Academy. No dedicated funding source existed before the original non-formula appropriation.

(5) Formula Funding:
Courses completed through Tiger Summer of Acceleration generate semester credit hours that contribute to formula funding.

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(6) Category:

Public Service

(7) Transitional Funding:

N

(8) Non-General Revenue Sources of Funding:

Along with Title III funding, the University received approximately $513,000 of philanthropic support for the Texas Summer Academy, now Tiger Summer of Acceleration.

(9) Impact of Not Funding:

Reducing or eliminating this funding would limit Texas Southern University's ability to provide structured summer coursework, advising, tutoring, supplemental instruction, and other support that accelerates students completing their core and major-required courses; thereby, reducing student debt, facilitating workforce placement, and contributing to the local prosperity of Texas. Students could earn fewer credits each year, lose academic momentum, take longer to graduate, accumulate excess semester credit hours and debt, or leave without completing a credential. These outcomes would weaken retention, progression, and graduation, reduce formula-generating credit hours, and lower Texas's return on its higher education investment. Texas employers would also receive fewer workforce-ready graduates. Texas Southern University has no recurring alternative source that could fully replace this appropriation. Continued funding accelerates degree completion, improves institutional productivity, strengthens the Texas workforce, and helps the state use higher education funding efficiently.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently because new students require structured summer coursework and completion support each year. Discontinuation would weaken progression and timely graduation.

(11) Non-Formula Support Associated with Time Frame:

Tiger Summer of Acceleration has no fixed end date. Texas Southern University will operate the initiative each summer and continuously evaluate credit accumulation, persistence, and completion outcomes.

(12) Benchmarks:

Summer enrollment; gateway-course completion; summer-to-fall persistence; 30-credit-hour progression; and timely degree completion.

(13) Performance Reviews:

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Texas Southern University will conduct annual performance reviews of the Tiger Summer of Acceleration initiative to assess student participation, academic readiness, persistence, credit accumulation, and timely degree completion.

The Fall 2026 cohort will serve as a baseline for future performance assessments. Reviews will evaluate summer-to-fall persistence against a 95 percent target, gateway-course completion, progression toward 30 semester credit hours annually, and continued enrollment.

Program leadership and Institutional Research will evaluate student outcomes, identify areas requiring improvement, and adjust instruction, advising, tutoring, and academic support services to strengthen persistence and degree completion.

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#7: ACCREDITATION - BUSINESS

(1) Year Non-Formula Support Item First Funded:	1982
Year Non-Formula Support Item Established:	1982
Original Appropriation:	$136,987

(2) Mission:

The Accreditation Continuation–Business initiative maintains AACSB International accreditation while strengthening business education aligned with Texas' evolving economic and workforce needs. The initiative supports academically qualified faculty, curriculum modernization, financial markets education, business analytics, entrepreneurship, accounting, logistics, supply chain management, and corporate leadership. Particular emphasis is placed on emerging opportunities associated with the expansion of Texas' financial services sector and the development of the Texas Stock Exchange.

(3) (a) Major Accomplishments to Date:

The Jesse H. Jones (JHJ) School of Business at Texas Southern University continues to offer accredited academic programs.

The academic programs were accredited by the Association to Advance Collegiate Schools of Business (AACSB) International. The most recent accreditation period was May 2023, and the next review is scheduled for 2026-2027.

The JHJ School of Business is currently the largest school at Texas Southern University, based on student headcount. In Fall 2025 there were 1,753 students enrolled, which represents a nearly 6% increase over the prior fall. This total student headcount includes the online/executive program [eMBA Executive Master's in Business Administration], as well as undergraduate and additional Master's programs.

Key accomplishments include:
-Provisioning cyber security training for students, which includes state of the art equipment such as a computer lab and secured server rooms
-Active engagement of the JHJ Business Advisory Council (BAC)- industry partners who assist in program development/alignment with business standards, fund raising, etc.
-New Master's of Accounting program established, scheduled to launch Fall 2026

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During FY 2028–2029, the Jesse H. Jones School of Business will strengthen AACSB accreditation activities, recruit and retain qualified faculty, modernize curricula, expand financial markets and business analytics instruction, and establish additional industry partnerships. The School will increase experiential learning, internships, and career preparation opportunities while improving student persistence, graduation, and workforce placement.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Texas Southern University used existing institutional resources to support business accreditation before receiving non-formula funding. No separate recurring source supported accreditation.

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(5) Formula Funding:
Business courses generate weighted semester credit hours that contribute to formula funding. Formula funding supports general instruction but does not provide dedicated accreditation funding.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

Through the endowment, Jesse H. Jones School of Business students received $320,759 to support their education.

(9) Impact of Not Funding:

Reducing or eliminating this funding would weaken Texas's return on its investment in business education and increase the risk that Texas Southern University could not sustain the faculty qualifications, student-learning assessment, curriculum improvement, scholarly engagement, reporting, and continuous improvement that AACSB accreditation requires. Accreditation gives students, employers, and taxpayers independent assurance of educational quality. The School prepares graduates in accounting, finance, management, marketing, and information systems for careers that Texas employers need. These graduates help businesses manage capital, control costs, strengthen operations, use data effectively, create businesses, and expand employment. Funding reductions could limit curriculum innovation, employer engagement, experiential learning, and the recruitment and retention of qualified faculty. Texas Southern University has not identified a recurring alternative source that could fully replace this appropriation. Continued funding protects accreditation, strengthens the Texas workforce, supports entrepreneurship, and promotes economic growth.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently to maintain AACSB accreditation, qualified faculty, curriculum assessment, reporting, and continuous improvement.

(11) Non-Formula Support Associated with Time Frame:

This support has no fixed end date. Texas Southern University must meet AACSB standards continuously and complete recurring assessment, reporting, improvement, and external review.

(12) Benchmarks:

This non-formula funding item requires ongoing financial support. The JHJ School of Business continues to be the largest college based on student enrollment and largest producer of degrees at Texas Southern University. The careers in this college continue to meet regional and workforce demands. All degrees are considered credentials of value and offer diverse career opportunities.

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(13) Performance Reviews:

Program accreditation, at a minimum, requires an active and on-going review of academic program applicants, student enrollment, faculty sufficiency, and completion rates.

For this cycle our notable performance reviews are:
Number of Degrees Awarded Undergraduate [2024-2025 Baseline =188]
Number of Degrees Awarded Graduate [2024-2025 Baseline =87]
JHJ persistence rates [2024-2025 Baseline rate=72%]
JHJ 6yr graduation rate [2025 Baseline rate=20%]

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#8: ACCREDITATION - EDUCATION

(1) Year Non-Formula Support Item First Funded:	1988
Year Non-Formula Support Item Established:	1988
Original Appropriation:	$136,987

(2) Mission:

The Accreditation-Education non-formula support item includes the Educator Readiness and School Transformation Initiative, which expands Texas Southern University's capacity to prepare, certify, and support classroom-ready educators addressing Texas' persistent teacher shortages and evolving instructional demands. The initiative strengthens educator preparation, certification pathways, residency partnerships, and research into effective instructional practices, with particular attention to high-need and historically underperforming schools.

(3) (a) Major Accomplishments to Date:

Since 2019, the College of Education has achieved a 100 percent teacher certification passage rate in six of the last seven years. In the remaining year, the passage rate was 94 percent, with 16 of 17 students successfully completing certification requirements. These outcomes reflect strategically organized coursework, clinical placements, and faculty support.The college attributes this success, in part, to the following:
Ensure student candidates receive continuous academic advising
Offer clinical teaching professional development sessions
Support candidates while in clinical practice to ensure they complete the certification process
Provide supportive placements on campuses with outstanding administrators, teachers and University supervisors

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During FY 2028–2029, the University will expand teacher certification capacity, strengthen alternative and post-baccalaureate certification pathways, develop educator residency and field-based partnerships, and improve preparation in structured literacy, high-impact tutoring, data-driven instruction, and school transformation strategies. The University will also advance the development of a statewide resource center to research, evaluate, and disseminate effective instructional practices and school improvement approaches.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Texas Southern University used existing institutional resources to support educator preparation and accreditation before receiving non-formula funding. No separate recurring source supported accreditation.

(5) Formula Funding:
Education courses generate weighted semester credit hours that contribute to formula funding. Formula funding supports general instruction but does not provide dedicated accreditation funding.

(6) Category:

Instructional Support

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(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

College of Education students preparing for careers in Texas classrooms received approximately $308,873 in philanthropic support.

(9) Impact of Not Funding:

Reducing or eliminating this funding would weaken Texas's return on its investment in educator preparation and increase the risk that Texas Southern University could not sustain the faculty qualifications, clinical practice, assessment, accreditation reporting, certification preparation, advising, and continuous improvement that state and professional standards require. Funding reductions could reduce the number of candidates who complete preparation, pass certification examinations, and enter Texas classrooms. Texas schools need well-prepared teachers, counselors, principals, and other education professionals who can strengthen literacy, mathematics, science, career readiness, student safety, and parental confidence. A weaker educator pipeline can increase vacancies, turnover, recruitment costs, class sizes, and reliance on less-prepared personnel, particularly in hard-to-staff schools and subjects. These effects also reach the Texas economy because employers depend on graduates with strong academic and workforce skills. Continued funding protects accreditation, strengthens the educator workforce, supports Texas families and schools, and improves the state's long-term economic competitiveness.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently to maintain educator-preparation accreditation, qualified faculty, clinical practice, assessment, certification preparation, and continuous improvement.

(11) Non-Formula Support Associated with Time Frame:

This support has no fixed end date. Texas Southern University must meet accreditation and state-approval requirements continuously and conduct recurring assessment, reporting, and review.

(12) Benchmarks:

This non-formula funding item requires ongoing financial support. Texas Southern will continue to align academic program content that is timely and necessary for the program's accreditation.

The careers in this college continue to meet regional and workforce demands.

The College of Education programming continues to support university and community partnerships with local school districts for clinical teaching placements. There remains an existing institutional credibility within the higher education environment. The program actively supports the growing teacher demand in Texas, which enhances the marketability of teacher preparation pathways and produces strong employment opportunities for graduates. Strengthening these employment sectors directly enhances the economic impact of the institution to the surrounding region and statewide.

(13) Performance Reviews:

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Program accreditation, at a minimum, requires an active and on-going review of academic program applicants, student enrollment, faculty sufficiency, and completion rates.

Teacher Certification pass rates [Baseline 2025=94%]

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#9 New — Texas Creative Industries Workforce Initiative

(1) Year Non-Formula Support Item First Funded:	2028
Year Non-Formula Support Item Established:	2027
Original Appropriation:	$1,500,000

(2) Mission:

The Texas Creative Industries Workforce Initiative expands education, professional training, and industry partnerships in film, television, performing arts, and related creative industries. The initiative connects academic instruction with workforce opportunities in production, digital content development, technical operations, entertainment business, and emerging creative technologies, strengthening Houston's role in Texas' expanding creative economy.

(3) (a) Major Accomplishments to Date:

Texas Southern University maintains established academic programs in Theatre and Film that provide a foundation for the proposed initiative. Existing instruction, student productions, theatrical performances, and creative activities have supported student development and public engagement. The proposed initiative will build upon these activities to expand workforce preparation and industry partnerships.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During FY 2028–2029, Texas Southern University will develop workforce-aligned creative industries programming, expand experiential learning, establish employer and production-industry partnerships, and create opportunities for students to develop technical, creative, and entrepreneurial skills. The initiative will emphasize industry-relevant training, internships, professional preparation, and measurable pathways into employment and business formation.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Existing institutional resources have supported creative arts instruction and related activities. No dedicated recurring state appropriation currently supports the proposed workforce initiative.

(5) Formula Funding:
Academic courses associated with this initiative will generate weighted semester credit hours that contribute to Instruction and Operations formula funding. However, formula funding does not provide dedicated support for specialized workforce training, production facilities, equipment, experiential learning, or industry partnerships. The requested non-formula appropriation will supplement formula resources and support the development of Texas' creative industries workforce.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

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(8) Non-General Revenue Sources of Funding:

The University's Theatre and Film programs receive approximately $125,000 annually in philanthropic support, supplemented by approximately $25,000 in ticket sales from theatrical performances. These combined resources total approximately $150,000 annually and support existing academic and production activities. However, they are insufficient to support the expanded workforce training, specialized equipment, experiential learning, and industry partnerships envisioned under the proposed initiative.

(9) Impact of Not Funding:

The 89th Texas Legislature's enactment of Senate Bill 22 represents a significant state investment in expanding Texas' moving image industry, attracting production activity, and creating employment opportunities. Without corresponding investments in workforce preparation, Texas risks limiting the economic benefits of this initiative through shortages of qualified production, technical, and creative professionals. Texas Southern University's proposed Creative Industries Workforce Initiative would complement SB 22 by developing homegrown talent, expanding industry partnerships, and preparing graduates to participate in the state's growing film, television, and digital production economy.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Permanent Basis. Texas Southern University requires recurring non-formula support to sustain workforce-aligned instruction, qualified faculty, specialized production equipment, experiential learning, and industry partnerships in film, television, performing arts, and related creative industries.

(11) Non-Formula Support Associated with Time Frame:

The initiative will begin implementation during FY 2028–2029, subject to legislative funding. Recurring support will sustain specialized instruction, faculty, production resources, experiential learning, and industry partnerships. The initiative has no fixed completion date because workforce preparation and industry engagement are continuing responsibilities.

The initiative complements the State's long-term investment in the moving image industry under SB 22 (89R) by preparing the skilled workforce necessary to support industry expansion. Continued funding will strengthen Texas' creative workforce pipeline, expand employment and entrepreneurial opportunities, and support economic competitiveness.

(12) Benchmarks:

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Texas Southern University will evaluate the Texas Creative Industries Workforce Initiative through measurable benchmarks aligned with workforce preparation, student success, industry engagement, and economic development.

Key performance benchmarks include:

- Increased enrollment and degree completion in film, television, performing arts, and related creative disciplines.
- Development of workforce-aligned curricula and specialized production training.
- Expanded student participation in internships, experiential learning, and industry-supported productions.
- Growth in partnerships with film, television, digital media, and entertainment industry employers.
- Increased student attainment of industry-recognized credentials and technical competencies.
- Improved graduate employment and entrepreneurial opportunities in creative industries.
- Increased externally supported projects, productions, and industry collaborations.

Performance will be assessed annually through enrollment, academic outcomes, workforce placement, industry partnerships, and production activity.

These benchmarks will demonstrate the initiative's contribution to Texas' creative workforce pipeline and the economic-development objectives of SB 22 (89R).

(13) Performance Reviews:

Texas Southern University will conduct annual performance reviews of the Texas Creative Industries Workforce Initiative to evaluate academic outcomes, workforce preparation, industry engagement, and the effective use of state appropriations.

Performance reviews will assess:

- Student enrollment, persistence, degree completion, and workforce credentials.
- Development and effectiveness of workforce-aligned curricula and specialized production training.
- Student participation in internships, experiential learning, and industry-supported productions.
- Graduate employment, career placement, and entrepreneurial activity.
- Industry partnerships, sponsored projects, and external funding.
- Alignment of expenditures with program objectives and measurable outcomes.

Academic leadership, Institutional Research, and program administrators will evaluate performance using student outcome data, employer feedback, industry participation, and financial reporting.

Findings will guide program improvements, resource allocation, and workforce development priorities while documenting the initiative's contribution to Texas' creative economy and the objectives of SB 22 (89R).

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10: MIS/FISCAL OPERATIONS

(1) Year Non-Formula Support Item First Funded:	1992
Year Non-Formula Support Item Established:	1992
Original Appropriation:	$200,000

(2) Mission:

Texas Southern University uses this item to maintain and modernize administrative applications, with emphasis on financial management. The funding supports secure enterprise systems, system integrations, process automation, data integrity, timely financial reporting, and reliable student and employee services. These capabilities strengthen internal controls, operational continuity, and responsible stewardship of state and university resources.

(3) (a) Major Accomplishments to Date:

Texas Southern University implemented multifactor authentication for students, faculty, and staff; deployed Slate CRM to modernize recruitment; upgraded its telephone platform through RingCentral; and maintained core enterprise and fiscal applications. These projects improved information security, recruitment operations, communication, system reliability, and access to services. The University also integrated campus systems and centralized technology resources to improve service quality and operational efficiency.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

During fiscal years 2028 and 2029, Texas Southern University will maintain and modernize enterprise and fiscal systems; strengthen cybersecurity, identity and access management, data governance, system integration, backups, disaster recovery, and business continuity; automate high-volume administrative processes; improve student self-service and financial reporting; and replace obsolete technology as resources allow. The University will use performance data to prioritize investments, reduce manual work, and improve service reliability.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

None. Texas Southern University had no dedicated funding source for this initiative before receiving the non-formula appropriation.

(5) Formula Funding:
This item does not generate formula funding. It supports enterprise administrative and fiscal systems that formula funding does not separately or fully fund.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

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(8) Non-General Revenue Sources of Funding:

Philanthropic support provides the University's MIS/Fiscal Operations program with approximately $337,858.

(9) Impact of Not Funding:

Reducing or eliminating this funding would weaken Texas Southern University's ability to maintain secure, reliable administrative and fiscal systems. The University would have less capacity to protect sensitive student, employee, and financial information; maintain enterprise applications; integrate systems; automate controls; produce timely and accurate financial reports; and recover critical operations after a disruption. Funding reductions could increase cybersecurity, fraud, audit, compliance, and business continuity risks while forcing employees to rely on slower manual processes. Delays or failures in financial aid, registration, billing, payroll, procurement, vendor payments, budgeting, and state reporting could disrupt students, employees, Texas businesses, and public agencies. These effects could raise operating costs, slow student progression, weaken accountability, and reduce Texas's return on its investment in higher education. Texas Southern University has not identified a recurring alternative source that could fully replace this appropriation. Continued funding supports strong internal controls, transparent reporting, efficient use of taxpayer dollars, reliable services, and institutional resilience.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently to maintain secure enterprise and fiscal systems, protect data, support internal controls, and provide reliable administrative services.

(11) Non-Formula Support Associated with Time Frame:

This support has no fixed end date. Texas Southern University must maintain, secure, update, and integrate administrative and fiscal systems continuously.

(12) Benchmarks:

Texas Southern University will meet approved annual targets for critical system availability, cybersecurity remediation, access reviews, backup and recovery testing, service response, project delivery, financial reporting timeliness, audit findings, user satisfaction, and documented cost or processing-time savings.

(13) Performance Reviews:

In coordination with the University's information technology, finance, and audit functions, Texas Southern University leadership and compliance offices will review system availability, security incidents, audit findings, service performance, project delivery, user feedback, and expenditures throughout the fiscal year. Leadership will correct deficiencies, prioritize projects, strengthen controls, and redirect resources toward measurable improvements.

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11: MICKEY LELAND CENTER

(1) Year Non-Formula Support Item First Funded:	1992
Year Non-Formula Support Item Established:	1992
Original Appropriation:	$100,000

(2) Mission:

Texas Southern University uses the Mickey Leland Center to preserve and advance the public-service legacy of alumnus, Texas legislator, and U.S. Congressman George Thomas "Mickey" Leland. The Center preserves and expands access to his papers and artifacts; develops student leadership; supports research and policy analysis; and convenes faculty, students, public officials, and community partners to address hunger, economic opportunity, energy security, safe communities, and world peace.

(3) (a) Major Accomplishments to Date:

Texas Southern University expanded digital access to the Mickey Leland Papers and related political, cultural, and historical materials. In October 2023, online downloads exceeded 20,000, an increase of more than 15,000 over the prior year. The Center continued to host researchers, receive artifacts from the Leland family and community donors, support faculty and student research, and conduct civic and community-engagement activities.

The Mickey Leland Center on Hunger, Poverty, and World Peace is a significant contributor to Texas Southern University's digital scholarship and online research presence.

Additional accomplishments include:

- Through a partnership with the African Renaissance & Diaspora Network (ARDN), the Center sent a delegation of students and faculty to the 2026 Africa Day Celebration at United Nations Headquarters in New York, commemorating the 63rd anniversary of the founding of the Organization for African Unity (OAU), now the African Union (AU).

- Mickey Leland Center Student Fellows participated in a panel alongside students from African universities.

- The Center hosted an international researcher from the University of East Anglia in the United Kingdom who utilized the Mickey Leland Papers for a forthcoming book on the Anti-Apartheid Movement.

- The Center initiated the Mickey Leland Legacy Contest, encouraging students to develop creative designs honoring Congressman Leland's legacy using Adobe Creative Tools, with a $1,000 prize.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

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During fiscal years 2028 and 2029, Texas Southern University will preserve, catalog, and digitize additional archival materials; expand searchable public access; support student and faculty research; and conduct leadership, policy, and civic-engagement programs. The Center will strengthen partnerships with the Leland family, public agencies, schools, nonprofit organizations, and community stakeholders. It will track participation, archival processing, digital use, research activity, partnerships, and program outcomes through an annual assessment plan.

We will continue to strengthen student engagement with faculty mentors through joint attendance at global summits. The Center will also enhance the visibility of the "RISE: Mickey Leland World Citizen", described as "a documentary film detailing the life and humanitarian legacy of former U.S. Congressman Mickey Leland"

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

None. Texas Southern University had no dedicated funding source for the Mickey Leland Center before receiving the non-formula appropriation.

(5) Formula Funding:
Center activities do not generate formula funding. The appropriation supports archives, leadership development, research access, public service, and civic engagement.

(6) Category:

Public Service

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

Federal Title III funds support related activities when allowable and available. The Mickey Leland Center also received $1,035 in philanthropic support. These resources do not provide a permanent replacement for the General Revenue appropriation.

(9) Impact of Not Funding:

Reducing or eliminating this funding would limit the Mickey Leland Center's ability to preserve and digitize historically significant papers and artifacts, provide public research access, develop student leaders, and connect university expertise with community needs. Without continued support, archival materials could deteriorate, fewer records could become digitally accessible, and students and scholars could lose opportunities to study the work of a Texas legislator and U.S. Congressman whose public service influenced Houston, Texas, and the nation. Funding reductions would also limit policy research, leadership development, workshops, and partnerships addressing nutrition insecurity, economic opportunity, energy security, safe communities, and effective public service. Texas employers, public agencies, and nonprofit organizations need graduates who can analyze policy, communicate across sectors, and lead responsibly. Texas Southern University has not identified a recurring alternative source that could fully replace this appropriation. Title III funding remains restricted, conditional, and unavailable as a permanent substitute. Continued funding protects historically valuable assets, strengthens Texas's public-service and civic-leadership pipeline, supports accountable government, and helps communities develop practical solutions to economic and social challenges.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Texas Southern University needs this support permanently to preserve the Leland archives, provide public access, develop student leaders, support research, and sustain civic engagement.

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(11) Non-Formula Support Associated with Time Frame:

This support has no fixed end date. Archival preservation, digital access, student leadership, public-service research, and community engagement require continuous work.

(12) Benchmarks:

Texas Southern University will meet annual targets for archival materials processed and digitized; digital collection views and downloads; research requests; student and faculty participation; public programs; partnerships; leadership activities; participant satisfaction; and completed improvement actions.

(13) Performance Reviews:

Center leadership, the Barbara Jordan-Mickey Leland School of Public Affairs, and Institutional Effectiveness will review expenditures, archival preservation and digitization, collection use, student and faculty participation, partnerships, program outcomes, and participant feedback annually. Leadership will use the findings to improve programs, prioritize preservation work, strengthen partnerships, and direct resources toward measurable results.

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12: TIGER FLEET MODERNIZATION

(1) Year Non-Formula Support Item First Funded:	2026
Year Non-Formula Support Item Established:	2025
Original Appropriation:	$5,000,000

(2) Mission:

Texas Southern University used this one-time appropriation to replace aging training aircraft with safe, reliable aircraft equipped with current avionics. Tiger Fleet Modernization expands flight availability, reduces maintenance-related disruptions, strengthens FAA-aligned instruction, and prepares professional pilots for Texas airlines, airports, aerospace employers, and public agencies.

(3) (a) Major Accomplishments to Date:

Texas Southern University acquired 12 Cirrus SR20 single-engine aircraft in 2025 and a new Diamond DA42 twin-engine trainer in 2026. The University opened a 20,000-square-foot aviation facility at the Houston Spaceport to house the fleet and support on-site instruction. The DA42 adds multi-engine training capability, and the new aircraft provide current avionics, improved reliability, and expanded training capacity. Texas Southern University also expanded airline career pathways through partnerships with Delta, United, Southwest, and Republic Airways.

(3) (b) Major Accomplishments Expected During the Next 2 Years:

Texas Southern University will complete the remaining modernization work and close out the appropriation by August 31, 2027. During fiscal years 2028 and 2029, the University will use the modernized fleet in regular instruction and monitor aircraft availability, utilization, maintenance-related cancellations, safety, student flight progression, and FAA certification outcomes. Texas Southern University does not request additional non-formula funding for those activities.

(4) Funding Source Prior to Receiving Non-Formula Support Funding:

Texas Southern University relied on existing institutional resources and its aging fleet. No dedicated state appropriation supported comprehensive fleet modernization.

(5) Formula Funding:
Aviation courses generate weighted semester credit hours. Formula funding supports instruction but does not provide dedicated funding to purchase and modernize training aircraft.

(6) Category:

Instructional Support

(7) Transitional Funding:
N

(8) Non-General Revenue Sources of Funding:

Endowed funding and other philanthropic support provide $5,043,990 in funding for the University's Aviation students.

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(9) Impact of Not Funding:

Texas Southern University does not request continued non-formula support after fiscal year 2027. The Legislature designed this item as a one-time investment, and the University will complete the project by August 31, 2027. If Texas Southern University could not complete the authorized work, the University would retain older aircraft longer and face more maintenance-related cancellations, fewer available flight hours, and less student access to current avionics and multi-engine training. These constraints could delay FAA certifications and graduation, increase student costs, and weaken the pipeline of professional pilots entering the Texas workforce. Completing the project protects Texas's investment, improves flight safety and reliability, expands instructional capacity, and supports airlines, airports, aerospace employers, and public agencies. After closeout, Texas Southern University will operate and maintain the modernized fleet through available resources.

(10) Non-Formula Support Needed on Permanent Basis/Discont

Discontinued after fiscal year 2027. The Legislature provided one-time funding to modernize the aircraft fleet; Texas Southern University does not request continuation.

(11) Non-Formula Support Associated with Time Frame:

The project runs through fiscal year 2027. Texas Southern University will complete modernization and close out the one-time appropriation by August 31, 2027.

(12) Benchmarks:

Complete all approved modernization activities and project closeout by August 31, 2027; keep expenditures within the $5 million appropriation; place approved aircraft and equipment into service; complete instructor training and maintenance preparation; reduce maintenance-related cancellations; and track aircraft availability, utilization, flight hours, safety, student progression, and FAA certification outcomes.

(13) Performance Reviews:

Texas Southern University leadership will review expenditures, procurement compliance, deliveries, acceptance, inventory, aircraft readiness, maintenance, utilization, safety, student progression, and certification outcomes through closeout. Texas Southern University will correct deficiencies, reconcile all expenditures and assets, and document final completion by August 31, 2027.

The $5 million amount reflects the enacted biennial appropriation—$2.5 million in each fiscal year—not Texas Southern University's original $7.543 million request. LBB adopted decision document, LBB rider comparison. The aircraft and facility accomplishments come from Texas Southern University's June 2026 update.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Personnel & Litigation

ITEM: Request Approval of the Incentive Plan terms for the University Advancement Division

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
Request approval of the Incentive Plan terms for the University Advancement Division, effective fiscal year 2027, aligned with higher education industry standards and designed to incentivize high levels of advancement outcomes. The plan establishes a holistic, performance-based approach that rewards fundraising success and encourages increased philanthropic support to advance the University's strategic priorities.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: Not-to-Exceed (NTE) | $435,000.00
1744-51000-7010-70 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:
Plan Outline with Examples

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 02.02.01-Pay Guidelines for Staff Employees

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.5 Ensure long-term legacy — diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/23/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb	10/23/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 26, 2026 19:56:34 CDT)	10/26/2026
PRESIDENT	**DATE**

Development Department Incentive Plan

Position	Base Salary	Maximum Incentive	% of Base	Maximum Cash Compensation	# of Positions	Total Max Cash Comp.	Number of Incumbents
VP & Chief Dev. Officer	$250,000	$125,000	50%	$375,000	1	$375,000	0
Sr. Associate VP Dev.	$200,000	$80,000	40%	$280,000	1	$280,000	1
Associate VP Ath.Dev. & Strategic Opp.	$195,000	$58,500	30%	$253,500	1	$253,500	1
Assitant VP Development	$130,000	$26,000	20%	$156,000	1	$156,000	1
Executive/Senior Director of Development	$115,000	$17,250	15%	$132,250	3	$396,750	3
Development Officer	$90,000	$9,000	10%	$99,000	10	$990,000	7
Sub Totals	$2,020,000				17	$2,451,250	13
Benefit Load	$535,300		26.50%				
					Max. Incentive Plan Exp.	$431,250	$279,250
					Max Dept. Comp. Exp.	$2,986,550	$1,779,250

Plan Element	% Incentive Opp.
Meet or Exceed Development Goal	50%
Meet or Exceed New Revenue Goal	30%
Meet or Exceed Strategic Performance Goal	20%
TOTAL	100%

TEXAS SOUTHERN UNIVERSITY UNIVERSITY ADVANCEMENT FY 2027 GOALS

DEVELOPMENT	Q1	Q2	Q3	Q4	Total Per Staff	Total Goal By Staff
VP Advancement (1 max)		$1,500,000	$1,500,000	$1,500,000	$4,500,000	$4,500,000
SAVP University Advancement (1 max)	$750,000	$1,000,000	$1,000,000	$750,000	$3,500,000	$3,500,000
Associate Vice President (1 max)	$750,000	$750,000	$500,000	$750,000	$2,750,000	$2,750,000
Assistant Vice President (1 max)	$550,000	$550,000	$550,000	$550,000	$2,200,000	$2,200,000
Executive Director/Sr. Director of Development (	$400,000	$400,000	$400,000	$400,000	$1,600,000	$8,000,000
Development Officer (8 max)	$250,000	$350,000	$350,000	$300,000	$1,250,000	$10,000,000
TOTAL	$2,700,000	$4,550,000	$4,300,000	$4,250,000	$15,800,000	$30,950,000

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Personnel & Litigation

ITEM: Request Approval to Appoint Dr. Kimberley Davis as Dean for the College of Education

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval to Appoint Dr. Kimberley Davis as Dean for the College of Education.

The executive search was conducted by WittKieffer Premier Executive Search in accordance with the established procedures. If the candidate is eligible for tenure and satisfies all requirements, in conjunction with their appointment to Dean, then they shall receive their tenured faculty appointment at the time in which the Board approves the candidate for the 2027 rank, tenure and promotion cycle. State Appropriation Exception: This appointment qualifies under the Governor's Budget Execution Order exception for essential personnel necessary to maintain University operations and academic leadership. The appointment of Dr. Kimberley Davis as Dean of the College of Education is necessary to ensure continued academic oversight, institutional leadership, and continuity of essential University operations. Accordingly, the expenditure is consistent with the permitted use of state-appropriated funds under the Order.

FISCAL IMPACT: Not-to-Exceed (NTE) | $235,000.00
0001-22000-7010-30035 | State-Appropriated Funds

Annual Base Salary $235,000.00

SUPPORTING DOCUMENTATION:

Job Description
Vitae
Signed Offer Letter (Under Separate Cover)

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

RELATED BOARD BYLAW, POLICY AND/OR MAPP: Texas Southern University Board Policy 61.10

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.3 Invest in faculty and staff professional development

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/26/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

Maina Chubb	10/26/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 26, 2026 20:29:13 CDT)	10/26/2026
PRESIDENT	**DATE**

TSU

TEXAS SOUTHERN UNIVERSITY

Dean, College of Education

Leadership Profile

Summer 2026



WittKieffer

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Executive Summary

Texas Southern University (Texas Southern) invites nominations, applications, and inquiries for the position of Dean of the College of Education. This is an exceptional opportunity for an accomplished academic leader to shape the future of one of the University's flagship colleges, while advancing educator preparation, research, community engagement, and student success at one of the nation's premier historically Black universities.

Founded in 1927 and located in the heart of Houston's historic Third Ward, Texas Southern University is a public, comprehensive doctoral university enrolling more than 9,100 students across 10 academic colleges and schools. As a Carnegie Research 2 (R2) institution and one of the nation's largest Historically Black Colleges and Universities, Texas Southern combines a rich legacy of educational access with a bold vision for academic excellence, research, and community impact. Through its *Ascend 2030* strategic plan, the University is investing in academic excellence, research growth, operational effectiveness, and community engagement while preparing graduates to become leaders who shape the future of Texas and beyond.

Established in 1947, the College of Education has prepared generations of teachers, counselors, educational leaders, health professionals, and scholars who have transformed schools and communities throughout Texas. Guided by its mission to prepare competent, caring, committed, and culturally responsive professionals, the College offers a comprehensive portfolio of undergraduate, master's, doctoral, certification, and professional credential programs through four academic departments: Counseling; Curriculum and Instruction; Educational Administration and Foundations; and Health, Kinesiology, and Sport Studies. The College stands at an exciting moment of opportunity. In 2025, the University announced an ambitious vision for the future of the College that includes strengthening partnerships with the Houston Independent School District and neighboring districts, expanding its influence in education policy, exploring the development of a laboratory school, and establishing a National Education Council comprised of educational leaders from across Texas. These initiatives position the College to become an increasingly influential voice in urban education, educator preparation, and educational leadership throughout the state.

The Dean will oversee a college comprising approximately 848 undergraduate students, 313 master's graduate students, 89 Doctoral students, 30 tenured/tenure-track faculty, 37 adjunct faculty, and an operating budget of approximately $6 million. The College offers a comprehensive portfolio of undergraduate, graduate, doctoral, certification, and professional credential programs that prepare educators, counselors, administrators, and health professionals to serve schools, organizations, and communities throughout Texas.

Reporting directly to the Provost and Senior Vice President for Academic Affairs, the Dean serves as the College's Chief Academic and Administrative Officer and provides strategic leadership for all aspects of the College's academic, administrative, financial, and external affairs. The Dean will champion faculty excellence, support innovative teaching and scholarship, strengthen enrollment and student success, steward accreditation and educator preparation programs, expand community and school district partnerships, and cultivate external resources that advance the College's mission and long-term sustainability.

The next Dean will join Texas Southern University during a period of institutional momentum and transformation. This is a unique opportunity to lead a college whose mission is deeply aligned with the University's historic commitment to educational access, social mobility, community engagement, and public service.

The successful candidate will be an accomplished academic leader with a distinguished record of scholarship, teaching, and service that merits appointment as a tenured full professor. The next Dean will possess significant leadership experience in higher education, a demonstrated commitment to shared governance, faculty development, student success, and academic excellence, and the strategic vision to position the College of Education as a destination for innovative educator preparation, impactful research, and meaningful community

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engagement. Experience leading accreditation and assessment initiatives, securing external funding, building collaborative partnerships, and advancing the educator workforce will distinguish the strongest candidates.

To submit a nomination or express personal interest in this position, please see "Procedure for Candidacy" at the end of this document.



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Role of the Dean, College of Education

Reporting directly to the Provost and Senior Vice President for Academic Affairs, the Dean serves as the Chief Academic and Administrative Officer of the College of Education and provides visionary leadership that advances the College's mission, supports Texas Southern University's strategic priorities, and strengthens the College's reputation as a leader in educator preparation, research, scholarship, and community engagement. As a member of the University's senior academic leadership team, the Dean collaborates closely with the Provost, fellow deans, department chairs, faculty, and staff to advance institutional priorities while serving as the College's chief advocate and ambassador.

The Dean is responsible for the overall leadership, administration, and strategic direction of the College, providing oversight for its academic programs, faculty, staff, students, operations, and resources. Working collaboratively with faculty and academic leadership, the Dean establishes a shared vision for the College, promotes a culture of academic excellence, and fosters innovation in teaching, scholarship, research, and service. The Dean oversees the development, implementation, and continuous improvement of undergraduate, graduate, doctoral, educator preparation, certification, and professional credential programs while ensuring academic quality, rigor, and responsiveness to the evolving needs of schools, communities, and the educator workforce.

In partnership with department chairs and faculty leaders, the Dean provides leadership for faculty recruitment, development, evaluation, promotion, tenure, and retention while cultivating an environment that supports excellence in teaching, scholarship, interdisciplinary collaboration, and professional growth. The Dean champions faculty success by encouraging innovation, supporting research productivity, expanding opportunities for external funding, and fostering a collegial and intellectually vibrant academic community.

The Dean is responsible for advancing student success across the College by supporting enrollment growth, recruitment, retention, persistence, graduation, educator preparation, certification, and career readiness. Working collaboratively with faculty and staff, the Dean promotes initiatives that prepare future teachers, counselors, administrators, and other education professionals to serve schools and communities throughout Texas while expanding experiential learning opportunities through student teaching, internships, and clinical partnerships.

The Dean provides executive oversight for accreditation, assessment, and continuous improvement activities, ensuring compliance with institutional policies as well as state and national standards, including those established by the Council for the Accreditation of Educator Preparation (CAEP) and the Texas Education Agency (TEA). The Dean fosters a culture of evidence-based decision-making that supports academic quality, institutional effectiveness, and continuous enhancement of the College's programs and operations.

As the College's Chief Administrative Officer, the Dean provides leadership for strategic planning, budget development, enrollment management, resource allocation, personnel administration, and operational effectiveness. The Dean serves as a responsible steward of the College's financial, human, and physical resources, while aligning investments with strategic priorities and identifying opportunities for innovation, growth, and long-term sustainability.

Serving as the College's chief external representative, the Dean develops and strengthens partnerships with school districts, educational agencies, community organizations, alumni, donors, corporations, and professional associations to expand educational opportunities, strengthen educator preparation, and enhance the College's visibility and impact throughout Houston, the state of Texas, and beyond. Working collaboratively with the University's Division of Advancement, the Dean actively cultivates philanthropic support, pursues external funding, and develops strategic partnerships that advance faculty excellence, student success, research, and community engagement.

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Above all, the Dean will be a collaborative, transparent, and highly visible leader who values shared governance, fosters meaningful relationships across the University, and inspires confidence among faculty, staff, students, alumni, and community partners. Through visionary leadership, thoughtful stewardship, and a steadfast commitment to academic excellence, the Dean will build upon the College's proud legacy while positioning it for continued growth, innovation, and impact in support of Texas Southern University's mission and strategic aspirations.



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Opportunities and Expectations for Leadership

As Texas Southern University approaches its centennial and advances the goals of its *Ascend 2030* strategic plan, the next Dean of the College of Education will have the opportunity to lead one of the University's most mission-driven academic units at a pivotal moment of growth and transformation. Building upon the College's legacy of preparing educators, counselors, administrators, and scholars who serve urban and diverse communities, the Dean will be expected to provide visionary leadership that strengthens academic excellence, expands the College's impact, and advances Texas Southern University's role as a national leader in educator preparation.

The next Dean will be expected to address the following leadership opportunities.

Advance a Bold Vision for the Future of the College

The next Dean will have the opportunity to articulate and implement a compelling vision that positions the College of Education as a destination for innovative educator preparation, educational leadership, and applied scholarship. Working collaboratively with faculty, staff, students, alumni, and university leadership, the Dean will develop strategic priorities that align with the University's *Ascend 2030* strategic plan while honoring the College's longstanding commitment to educational access and student success. As Texas Southern University continues to elevate its national profile as a Carnegie R2 research institution and expands its community engagement initiatives, the Dean will be expected to identify new opportunities for interdisciplinary collaboration, program innovation, and institutional distinction. The successful candidate will foster a shared vision that inspires faculty and staff, strengthens the College's reputation, and positions it to respond proactively to the evolving needs of Texas's educational workforce.

Invest in Faculty Excellence, Research, and Academic Innovation

The College's greatest strength is its faculty, whose scholarship, teaching, and service prepare the next generation of educators, while addressing complex challenges facing urban education. The next Dean will cultivate an environment where faculty thrive by supporting excellence in teaching, scholarship, creative activity, and professional development. The Dean will be expected to recruit and retain exceptional faculty, strengthen mentoring and promotion pathways, encourage interdisciplinary collaboration, and expand the College's research enterprise. As Texas Southern continues to build its research capacity, the Dean will play a critical role in increasing sponsored research, supporting grant development, and enhancing the national visibility of faculty scholarship. Equally important, the Dean will champion curricular innovation by expanding academic offerings, embracing emerging instructional modalities, and ensuring programs remain responsive to the changing needs of students, employers, and school systems.

Champion Student Success and Excellence in Educator Preparation

Preparing outstanding educators remains central to the mission of the College of Education. The next Dean will advance a student-centered culture that promotes recruitment, retention, persistence, graduation, and career success while ensuring graduates are exceptionally prepared to serve increasingly diverse learners and communities. Working alongside faculty and staff, the Dean will strengthen pathways into the teaching profession, expand clinical experiences, and enhance student support services from enrollment through certification and employment. The Dean will also oversee continuous improvement efforts that ensure the College maintains the highest standards of quality, accreditation, and accountability while responding to evolving state and national expectations for educator preparation.

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Strengthen Partnerships and Expand the College's Community Impact

Located in the heart of Houston, Texas Southern is uniquely positioned to serve one of the nation's largest and most diverse metropolitan regions. The next Dean will build upon the College's deep commitment to community engagement by expanding partnerships with school districts, governmental agencies, nonprofit organizations, and educational leaders throughout the region and beyond. The Dean will have the opportunity to strengthen relationships with Houston-area school systems, broaden opportunities for clinical placements and internships, and position the College as a trusted resource for addressing educator shortages, leadership development, and educational innovation. Building upon recently announced initiatives, including expanded district partnerships, exploration of a laboratory school, and the creation of a National Education Council, the Dean will further elevate the College's influence in shaping educational policy and practice across Texas.

Grow Resources and Enhance the College's Long-Term Sustainability

As Chief Academic and Administrative Officer of the College, the Dean will ensure thoughtful stewardship of financial, human, and physical resources, while pursuing new opportunities for sustainable growth. The successful candidate will collaborate closely with university leadership to align resources with strategic priorities, improve operational effectiveness, and strengthen the College's financial position. The Dean will also serve as the College's chief external ambassador, cultivating meaningful relationships with alumni, donors, foundations, corporations, and community partners to secure philanthropic support and expand external funding. Through strategic fundraising, grant development, and entrepreneurial leadership, the next Dean will enhance the College's capacity to invest in faculty, students, innovative programs, and transformative initiatives that advance its mission for years to come.



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Professional Qualifications and Personal Qualities

The successful candidate will be an accomplished academic leader with a distinguished record of scholarship, teaching, and service that merits appointment as a tenured full professor in the College. The next Dean will possess significant administrative experience in higher education, demonstrated success leading complex academic organizations, and a deep commitment to preparing educators who will positively impact learners and communities. The Dean will be a collaborative, strategic, and forward-thinking leader who embraces shared governance, values faculty excellence, and is passionate about advancing student success, educational opportunity, and the transformative mission of Texas Southern University.

In addition, the ideal candidate will possess many of the following professional qualifications and personal qualities:

Visionary and Strategic Leadership

The ability to articulate and execute a compelling vision that advances the College's mission while aligning with the University's strategic priorities. Demonstrated success in developing and implementing strategic plans, leading organizational change, and positioning an academic unit for long-term growth, innovation, and distinction. A leader who is both forward-thinking and action-oriented, with the ability to inspire others around a shared sense of purpose.

Commitment to Shared Governance and Collaborative Leadership

An inclusive, transparent, and authentic leadership style characterized by integrity, humility, and collaboration. Demonstrated success in building trust among faculty, staff, students, and university leadership while fostering a culture of mutual respect, accountability, and shared decision-making. The ability to communicate openly, build consensus, and navigate complex organizational environments with diplomacy, sound judgment, and emotional intelligence. Ability to advocate for the needs and success of College of Education students, faculty, and staff.

Faculty Development and Academic Excellence

A record of recruiting, mentoring, evaluating, and retaining exceptional faculty and staff. Demonstrated commitment to fostering excellence in teaching, scholarship, creative activity, and service while supporting faculty success in promotion, tenure, leadership development, and professional growth. An appreciation for the teacher-scholar model and a commitment to cultivating an intellectually vibrant academic community where faculty are empowered to excel.

Research, Scholarship, and Innovation

A distinguished record of scholarly achievement and an understanding of the evolving research landscape within colleges of education. Experience supporting externally funded research, interdisciplinary collaboration, and faculty scholarship. The ability to strengthen the College's research enterprise by increasing grant activity, expanding collaborative research initiatives, and elevating the national visibility of faculty scholarship. A demonstrated commitment to innovation in academic programming, instructional delivery, and educator preparation.

Commitment to Student Success

A demonstrated commitment to student access, success, and educational attainment. An understanding of the needs of traditional, adult, transfer, first-generation, and historically underserved students, along with a record of supporting initiatives that improve recruitment, retention, persistence, graduation, certification, and career outcomes. A passion for preparing highly qualified educators, counselors, administrators, and scholars who will positively impact schools and communities throughout Texas and beyond.

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Knowledge of the Educator Workforce Landscape

An understanding of the evolving opportunities and challenges facing educator preparation, including teacher and administrator shortages, changing certification requirements, workforce development needs, PK–20 partnerships, and emerging trends in educational policy. The ability to position the College as a leader in preparing highly qualified educators who are responsive to the evolving needs of Texas schools, districts, and communities.

Accreditation and Continuous Improvement

Experience leading academic assessment, accreditation, and continuous improvement initiatives within higher education. Familiarity with educator preparation standards, institutional effectiveness, outcomes assessment, and state and national accreditation processes, including CAEP and Texas Education Agency requirements. The ability to foster a culture of evidence-based decision-making and continuous quality improvement while ensuring compliance with all applicable regulatory and accreditation standards.

Community Engagement and External Partnerships

Demonstrated success in building meaningful partnerships with school districts, governmental agencies, nonprofit organizations, community leaders, and professional associations. The ability to serve as an effective ambassador for the College while expanding opportunities for clinical experiences, educator preparation, applied research, workforce development, and community engagement throughout Houston, the state of Texas, and beyond. A leader who values reciprocal partnerships that strengthen both the College and the communities it serves.

Financial Stewardship and Resource Development

A record of effectively managing complex budgets and aligning financial resources with strategic priorities. Experience securing external funding through grants, philanthropy, corporate partnerships, and other revenue-generating initiatives. An entrepreneurial mindset and the ability to identify innovative opportunities that strengthen the College's long-term financial sustainability while supporting faculty excellence, student success, and strategic growth.

Operational and Administrative Effectiveness

Successful experience managing complex academic operations, including personnel, budgeting, strategic planning, curriculum development, enrollment management, assessment, and organizational effectiveness. Demonstrated ability to make thoughtful, data-informed decisions while balancing competing priorities in a dynamic higher education environment. Experience leading organizational change and implementing initiatives that improve operational efficiency and institutional effectiveness.

Communication, Relationship Building, and Executive Presence

Exceptional interpersonal, written, and verbal communication skills with the ability to engage diverse audiences and represent the College with credibility, authenticity, and confidence. A collaborative leader who builds meaningful relationships across campus and within the broader community while effectively advocating for the College's mission, faculty, students, and strategic priorities. The successful candidate will possess the executive presence necessary to represent the College at the university, state, and national levels and to cultivate enduring relationships with alumni, donors, policymakers, and community partners.

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About Texas Southern University

Overview

Since its inception in 1927, Texas Southern University has been highly regarded as a premier producer of talent. It has grown from 300 students in its first summer to serving approximately 9,100 students today. TSU's student body represents a wide range of backgrounds and experiences, including family educational history (49% are first-generation students), socioeconomic status (78% are Pell-eligible students), and nationality (2% are international).

Texas Southern is a comprehensive doctoral university offering a broad academic portfolio with over 100 undergraduate, graduate, and professional programs and concentrations organized into 10 academic colleges and schools. Accredited by the Southern Association of Colleges and Schools, TSU honors its designation as a special-purpose institution for urban programming and research. Texas Southern University embeds community engagement across teaching, research, and institutional practice, guided by the Carnegie Foundation's definition of reciprocal, mutually beneficial collaboration between higher education and the broader community. This commitment is nationally recognized through TSU's Carnegie Community Engagement Classification and is enacted through 10 high-impact practices – ranging from civic engagement and service-learning to community-based and participatory research – that connect university knowledge and resources with community needs to enrich scholarship, strengthen civic responsibility, and address pressing societal issues. TSU is one of 13 Historically Black Colleges and Universities (HBCUs) to hold the Carnegie Classification of Institutions of Higher Education's coveted status as a Doctoral University of High Research Activity (R2). Its research prowess is demonstrated by grant awards that increased by 48% over the past two fiscal years. The short-term goals are strategically focused on increasing student enrollment and strengthening funding for the University's endowment and research areas.

In the spring of 2026, the Board of Regents announced the institution's new strategic plan, entitled Ascend 2030, establishing a disciplined roadmap for the institution's next century of growth and impact. Grounded in the framework of Renew, Enhance, and Expand, Ascend 2030 aligns academic excellence, operational precision, and institutional growth around a single purpose: preparing graduates to lead and shape the future of Texas and the nation. This strategic plan prioritizes advanced technologies, including artificial intelligence, while recognizing that institutional progress is powered by people. It defines student success in terms of measurable completion and career outcomes, and leverages Houston to create an advanced urban environment for living and learning. The plan also establishes a Collaboration Corridor that integrates academics, research, philanthropy, and industry partnerships to accelerate innovation and long-term growth.

Texas Southern University's 150-acre campus is nestled in the heart of Houston's historic Third Ward, just minutes from downtown. The Texas Southern University Tigers have women's and men's teams competing in intercollegiate athletics at the NCAA Division I FCS level. Texas Southern University has been a member of the Southwestern Athletic Conference (SWAC) since 1954.

To learn more about the University, click here.

About the College of Education

Texas Southern University's College of Education is a mission-centered academic unit with a longstanding commitment to preparing educators and education professionals for urban schools, agencies, and diverse community settings. Since 1947, the College has prepared professionals who are "competent, caring, committed, and culturally responsive," equipping future teachers, counselors, administrators, specialists, and scholars with the knowledge and practical skills to serve students, families, and communities across Houston and beyond.

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The College's mission is especially aligned with Texas Southern's historic role as an urban-serving HBCU. Its academic programs are designed to address teaching, learning, and behavioral challenges facing urban populations through research, collaboration, educator preparation, clinical practice, and professional leadership development. The Dean position description reinforces this charge, emphasizing the College's responsibility to prepare highly qualified educators, counselors, administrators, and scholars who serve diverse communities and contribute to educational equity and excellence.

The College is organized into four instructional departments: Counseling; Curriculum and Instruction; Educational Administration and Foundations; and Health, Kinesiology, and Sport Studies. Two of those departments, Counseling and Educational Administration and Foundations, offer graduate-level degrees only. The Dean, Associate Dean, Assistant Dean, and most department chairs are housed in the Roderick R. Paige Education Building, with Health, Kinesiology, and Sport Studies located in the Health and Physical Education Building. The Director of Field Experiences and Clinical Practice and the Director of Certification are also located in the Roderick R. Paige Education Building, underscoring the College's central role in teacher preparation and certification pathways.

The College stands at an important moment of opportunity. In 2025, TSU announced a strategic direction for the College focused on strengthening K–12 education leadership, expanding partnerships, and shaping education policy. The initiatives include deepening ties with the Houston Independent School District and other school districts, increasing the College's policy presence, exploring a lab school model, and launching a National Education Council to advise and support TSU's K–12 strategy. These efforts position the College as both a partner to urban school districts and a thought leader in education innovation.

Academic Offerings

Undergraduate Degrees

The College offers undergraduate programs through the Department of Curriculum and Instruction and the Department of Health, Kinesiology, and Sport Studies. The undergraduate portfolio includes teacher preparation pathways in interdisciplinary studies as well as health, kinesiology, athletic training, and sport management programs.

Department of Curriculum and Instruction

- Bachelor of Science in Interdisciplinary Studies, 4–8 English Language Arts and Reading Concentration
- Bachelor of Science in Interdisciplinary Studies, 4–8 English Language Arts/Reading/Social Studies Concentration
- Bachelor of Science in Interdisciplinary Studies, 4–8 Mathematics Concentration
- Bachelor of Science in Interdisciplinary Studies, 4–8 Mathematics/Science Concentration
- Bachelor of Science in Interdisciplinary Studies, 4–8 Social Studies Concentration
- Bachelor of Science in Interdisciplinary Studies, EC–6 Bilingual Generalist Concentration
- Bachelor of Science in Interdisciplinary Studies, EC–6 Generalist Concentration-Core
- Bachelor of Science in Interdisciplinary Studies, Non-Teaching
- Bachelor of Science in Interdisciplinary Studies, Science 4–8 Concentration
- Bachelor of Science in Interdisciplinary Studies, Special Education, All Levels/EC–6 Concentration

Department of Health, Kinesiology and Sport Studies

- Bachelor of Science in Athletic Training, Teacher Certification
- Bachelor of Science in Athletic Training, Non-Teaching
- Bachelor of Science in Health Studies, CHES Certification, Non-Teaching
- Bachelor of Science in Health Studies, Non-Teaching
- Bachelor of Science in Health Studies, Teacher Certification

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- Bachelor of Science in Kinesiology, Teacher Certification
- Bachelor of Science in Kinesiology, Recreation and Leisure Studies Concentration, Non-Teaching
- Bachelor of Science in Sport Management, Business Non-Teaching
- Bachelor of Science in Sport Management, Health Non-Teaching
- Bachelor of Science in Sport Management, Kinesiology Non-Teaching
- Bachelor of Science in Sport Management, Journalism Non-Teaching
- Bachelor of Science in Sport Management, Radio, Television, and Film Non-Teaching

Graduate Degrees

At the graduate level, the College offers the Master of Education, Master of Science, and Doctor of Education degrees, as well as executive doctoral certificates. Graduate programs are offered through Counseling, Curriculum and Instruction, Educational Administration and Foundations, and Health, Kinesiology and Sport Studies.

Master's Programs

- Master of Education in Counseling, with concentrations in Clinical Mental Health Counseling, Rehabilitation Counseling, and School Counseling
- Master of Education in Curriculum and Instruction, with concentrations in Early Childhood Education, Bilingual Education, Instructional Technology, Reading Education, Special Education, and Secondary Education
- Master of Education in Educational Administration
- Master of Education in Educational Administration with Principal Certification
- Master of Education in Educational Administration with no Certification
- Master of Education in Educational Administration, Human Resources and Higher Education Concentration
- Master of Science in Health and Kinesiology, with concentrations in Health Education and Kinesiology
- Master of Science in Sport Studies and Sport Leadership, with Sport Administration and Sport Management concentrations and thesis/non-thesis options

Doctoral Programs

- Doctor of Education in Counseling
- Doctor of Education in Curriculum and Instruction
- Doctor of Education in Curriculum and Instruction, Sports Studies Concentration
- Doctor of Education in Educational Administration
- Doctor of Education in Educational Administration, Community College Leadership Concentration
- Doctor of Education in Educational Administration, Higher Education Administration Concentration

Certificates and Credentials

The College supports educator certification pathways through its Educator Preparation Program, which prepares aspiring educators for teaching careers in diverse educational environments. Admission to the initial Educator Preparation Program requires completion of 60 semester credit hours, a minimum 3.0 cumulative GPA, TSI completion, relevant coursework, a TEA Login/TEAL profile, an application through EdTrack, and an Educator Preparation Program interview.

The College also offers advanced certification pathways for school counselors, students pursuing certification-only options after completing a master's degree, and superintendent certification candidates. Superintendent certification applicants must hold a master's degree, a valid principal certificate or equivalent, at least three years of managerial experience in a public school district, and a GPA of 3.0 or greater.

Graduate-level certificate offerings include the Executive Doctoral Certificate in Athletic Administration and the Executive Doctoral Certificate in Sport Leadership, the latter of which is offered online. The graduate catalog

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also identifies certificates or certification pathways, including Principal as Instructional Leader and Superintendent Certification.

Student Success and Outcomes

The College of Education is committed to preparing highly qualified educators, counselors, administrators, and scholars who are equipped to serve diverse communities throughout Texas and beyond. Through rigorous academic preparation, extensive clinical experiences, and close partnerships with PK–12 schools, graduates are prepared to become leaders in classrooms, schools, colleges, universities, and community organizations.

The College's Educator Preparation Program provides comprehensive support throughout the certification process, including faculty mentoring, clinical supervision, certification advising, and targeted preparation for state licensure examinations. According to Texas Southern University's Legislative Appropriations Request, 100% of graduates who attempted the teacher certification examination during the previous five years successfully passed the exam, reflecting the College's intentional advising model, strong clinical partnerships, and comprehensive certification preparation.

Today, the College enrolls approximately 848 undergraduate students and 402 graduate students, for a total enrollment of 1,250 students. Students are supported by 30 full-time faculty and 37 part-time faculty who provide individualized academic advising, certification guidance, clinical supervision, and career preparation throughout each student's academic journey.

The College graduates approximately 200 students annually, with graduates securing positions in public school districts, charter schools, higher education institutions, counseling agencies, and community organizations throughout Texas. Since 2019, the college has maintained a teacher certification pass rate of 94% or higher.

Each year, the College places approximately 22 teacher candidates in clinical experiences across 8 to 10 partner school districts and 12 to 14 campus locations, providing extensive opportunities for candidates to develop as reflective practitioners under the mentorship of experienced educators.

Faculty Excellence and Research

The College of Education is home to distinguished scholars, accomplished practitioners, and experienced educational leaders who are committed to advancing educational excellence through teaching, scholarship, and service. Faculty expertise spans curriculum and instruction, literacy, bilingual education, special education, educational leadership, counseling, kinesiology, health education, and sport studies. Faculty scholarship addresses issues including educational equity, culturally responsive pedagogy, teacher preparation, educational leadership, literacy development, community health, and student success.

Faculty members actively pursue externally funded research and scholarly initiatives that strengthen educational practice and improve outcomes for students and communities. Collectively, the College generates approximately $2 million in sponsored research annually and secures approximately $1.2 million in competitive grants each year. Faculty currently hold two endowed professorships or chairs and maintain active collaborations with school districts, government agencies, nonprofit organizations, and higher education partners throughout Texas and beyond.

The next Dean will have the opportunity to further strengthen the College's research enterprise by increasing sponsored research, supporting faculty development, expanding interdisciplinary collaborations, and elevating the national visibility of the College.

Partnerships and Community Engagement

As Houston's only public Historically Black College and University, Texas Southern University occupies a unique position within one of the nation's largest and most diverse metropolitan regions. The College of Education serves

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as a trusted partner to PK–12 schools, educational agencies, nonprofit organizations, and community leaders committed to improving educational outcomes throughout Greater Houston.

Clinical practice and experiential learning are foundational components of every educator preparation program. Each year, the College coordinates approximately 22 student teaching placements across 8 to 10 school districts, providing candidates with extensive opportunities to learn alongside experienced classroom teachers, instructional leaders, counselors, and administrators.

In 2025, the University announced an ambitious vision for the future of the College that includes strengthening partnerships with the Houston Independent School District and neighboring districts, expanding its influence in education policy, exploring the development of a laboratory school, and establishing a National Education Council comprised of educational leaders from across Texas. These initiatives position the College to become an increasingly influential voice in urban education, educator preparation, and educational leadership throughout the state.

The College currently maintains partnerships with 10 independent school districts, eight community organizations, three state agencies, and 12 national organizations, creating a broad network of opportunities for student learning, faculty scholarship, and community engagement.

Facilities and Infrastructure

The College of Education is headquartered in the Roderick R. Paige Education Building, named in honor of former U.S. Secretary of Education and distinguished Texas Southern University alumnus, Dr. Rod Paige. The building houses the Dean's Office, academic departments, educator preparation offices, certification services, advising, and field experience coordination. The Department of Health, Kinesiology, and Sport Studies is located in the University's Health and Physical Education Building.

Student Life and Academic Support

The College of Education provides a highly supportive, student-centered environment that prepares future educators for successful careers while promoting academic excellence, professional growth, and lifelong learning.

Students receive individualized advising beginning with admission into the Educator Preparation Program and continuing through graduation, certification, and career placement. Faculty and professional staff provide personalized support through certification advising, clinical practice coordination, field supervision, TExES preparation, mentoring, and career development.

Beyond the classroom, students engage in leadership development, professional organizations, community engagement, and scholarly activities that strengthen their preparation as educators and educational leaders. The College currently sponsors seven student organizations.

To learn more about the College, click here.

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Leadership



Carl B. Goodman, Ph.D., Provost and Senior Vice President for Academic Affairs

Dr. Carl Goodman began his appointment as Provost and Senior Vice President for Academic Affairs on July 1, 2023.

Prior to joining Texas Southern, Dr. Goodman served as the Provost and Vice President for Academic Affairs at Bowie State University (BSU). Prior to that, Dr. Goodman served as Associate Provost for Academic Affairs and Student Services at Florida A&M University (FAMU). He enjoyed nearly 30 years of a distinguished career in teaching, research, and service in FAMU's flagship program, the College of Pharmacy and Pharmaceutical Sciences, recognized as a top-five pharmacy program in generating U.S. patents. As Assistant Dean for Research and Graduate Studies and as the Pharmaceutical Sciences Division Director, he restructured a vibrant graduate program through faculty development, key hires, and student recruitment. He also developed a new Bachelor of Science program in the pharmaceutical sciences in the College. Dr. Goodman has a strong track record in securing grants, with more than $39 million in research and student training grants awarded to strengthen FAMU's research capacity and infrastructure.

Additionally, Dr. Goodman has extensive experience as a researcher on grant-funded programs and is passionate about providing research opportunities for undergraduates, graduate students, and faculty. As co-principal investigator for the FAMU Research Centers in Minority Institutions Program, he directed a $14.8 million grant from the National Institutes of Health (NIH) and the National Institute for Minority Health and Health Disparities. He has co-authored or authored more than 39 peer-reviewed articles. His research interests include the molecular and cellular basis of opioid tolerance and addiction.

Dr. Goodman holds a Ph.D. in pharmacology/toxicology from Florida A&M University and a B.S. in biology and psychology from Jacksonville University. He was a postdoctoral NIH fellow at the National Institute of Drug Abuse.

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Procedure for Candidacy

This search is led by Christine J. Pendleton and Bree Liddell of WittKieffer. To receive the fullest consideration, candidate materials should be submitted through the WittKieffer Candidate Portal. New Candidate Portal users should select “Register Here” to create an account before proceeding. After logging in, navigate to “Open Positions,” then locate the role by entering the institution’s name and clicking the search wheel. Applicants should submit, as separate documents, a CV or résumé and a letter of interest that addresses the themes outlined in this profile. Candidate materials should be received by **September 11, 2026.**

Nominations and inquiries may be directed to:

Bree Liddell at bliddell@wittkieffer.com

It is the policy of Texas Southern University to provide a work environment that is free from discrimination for all persons regardless of race, color, religion, sex, age, national origin, individuals with disability, sexual orientation, or protected veteran status in its programs, activities, admissions or employment policies. This policy of equal opportunity is strictly observed in all University employment-related activities such as advertising, recruiting, interviewing, testing, employment training, compensation, promotion, termination, and employment benefits. This policy expressly prohibits harassment and discrimination in employment based on race, color, religion, gender, gender identity, genetic history, national origin, individuals with disability, age, citizenship status, or protected veteran status. This policy shall be adhered to in accordance with the provisions of all applicable federal, state and local laws, including, but not limited to, Title VII of the Civil Rights Act.

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KIMBERLEY DAVIS, Ph.D.

Dean, School of Education & Professor of Special Education | University of Arkansas at Pine Bluff

EXECUTIVE PROFILE

Accomplished higher education executive, tenured Full Professor of Special Education, and HBCU leader with 25 years of education experience and 20 years in higher education. Proven record of leading academic transformation, educator preparation accreditation, enrollment growth, faculty development, externally funded initiatives, PK-20 partnerships, and student success. Experienced in aligning academic programs, fiscal and human resources, research capacity, and continuous improvement systems with institutional priorities while expanding opportunity for first-generation and historically underserved students.

SELECTED EXECUTIVE ACHIEVEMENTS

- Provide executive leadership for a comprehensive School of Education serving more than 500 undergraduate and graduate students, supervising 24 faculty and staff, and stewarding an annual operating budget exceeding $6.7 million.
- Secured or co-secured $4,102,190 in competitive external funding supporting educator preparation, literacy, teacher residency, workforce development, research, technology, and student success.
- Expanded Educational Leadership enrollment from 3 to 36 students across four cohorts and grew the Master of Arts in Teaching program to 34 students, with continued growth projected.
- Improved educator-preparation retention from 60% to 85% within two academic years and increased program completion from 38% to 53% through advising redesign, early-alert interventions, faculty accountability, and expanded academic support.
- Led implementation of Arkansas's year-long teacher residency model, expanding the 2026–2027 cohort to 25 residents and developing Grow Your Own and registered apprenticeship pathways.
- Directed CAEP reaffirmation preparation, state program review, Science of Reading review, assessment validation, and evidence-based continuous improvement across initial and advanced programs.
- Built district, community college, state agency, foundation, and nonprofit partnerships supporting 2+2 transfer pathways, clinical practice, community schools, apprenticeships, and educator workforce development.
- Serve as 2026–2027 President of the Arkansas Deans Association and as a CAEP and AAQEP site visitor, advancing educator preparation and higher education leadership at state and national levels.

EDUCATION

Ph.D., Special Education 2009
Southern University and Agricultural & Mechanical College

M.Ed., Educational Leadership 2012
Southern Arkansas University

M.Ed., Special Education (Mild/Moderate Disabilities) 2001
Southern University and A&M College

B.S., Secondary Education (Social Studies) 2000
Southern University and A&M College

UNIVERSITY OF ARKANSAS AT PINE BLUFF (2022 TO PRESENT)

UAPB, founded in 1873, is Arkansas's public 1890 land-grant historically Black university and one of the state's two land-grant institutions. The university enrolls approximately 1,900 undergraduate and graduate students and is recognized for its commitment to teaching, research, service, and community engagement, preparing students to become leaders while advancing economic and educational opportunity throughout Arkansas and beyond.

Dean, School of Education & Professor of Special Education **June 2022 – Present**

The School of Education prepares teachers, educational leaders, rehabilitation counselors, health and human performance professionals, and other education specialists through undergraduate, graduate, licensure, and professional pathways. As chief academic and administrative officer, provide executive leadership for academic affairs, strategic planning, enrollment, faculty affairs, research and scholarship, accreditation, assessment, budgeting, policy development, workforce initiatives, student success, and external partnerships - overseeing an annual operating budget exceeding $6.7 million, supervising 24 faculty and staff, and leading programs serving more than 500 students.

Strategic Leadership

- Lead implementation of the School of Education 2026–2028 Strategic Plan, aligning academic quality, enrollment growth, faculty excellence, research and scholarship, accreditation, workforce development, partnerships, and resource allocation with university priorities.
- Designed a phased organizational structure featuring an Associate Dean and program coordinators for Teacher Education, MAT, Educational Leadership, Rehabilitation Counseling, and Health and Human Performance to strengthen shared governance, accountability, and faculty leadership.
- Redesigned administrative operations by aligning personnel responsibilities with strategic enrollment management, recruitment, retention, assessment, data analytics, accreditation, and student success.
- Established annual strategic planning retreats, curriculum institutes, assessment retreats, leadership planning sessions, and faculty development workshops that institutionalized continuous improvement across all academic programs.
- Led organizational transformation to implement year-long teacher residency requirements, educator apprenticeship models, academic innovation, and workforce development initiatives.
- Developed long-range strategic priorities supporting enrollment growth, academic innovation, educator workforce development, community engagement, and institutional sustainability.
- Strengthened collaboration across Academic Affairs through partnerships with Enrollment Management, Student Success, Institutional Research, Financial Aid, and Academic Support Services to improve institutional effectiveness.

Impact: *Positioned the School of Education as a statewide leader in educator preparation through strategic planning, organizational redesign, and collaborative leadership while strengthening operational effectiveness and institutional alignment.*

Financial Management

- Direct fiscal stewardship of an annual operating budget exceeding $6.7 million, ensuring strategic allocation of institutional and externally funded resources supporting academic excellence, student success, faculty development, accreditation, and strategic initiatives.
- Secured or co-secured $4,102,190 in competitive external funding from federal and state agencies, foundations, nonprofits, and strategic partners supporting educator preparation, literacy, research, teacher residency, workforce development, and student success.
- Provide executive oversight for grant implementation, personnel allocation, fiscal accountability, compliance reporting, and long-term sustainability planning across multiple externally funded initiatives.
- Cultivate foundation, nonprofit, corporate, and community relationships that generate competitive awards, in-kind technology and services, and sustainable resources for faculty, students, research, and community engagement.
- Align budget priorities with enrollment growth, academic innovation, faculty excellence, student success, accreditation expectations, and institutional strategic goals.
- Developed budget recommendations supporting new academic programs, faculty recruitment, student success initiatives, technology enhancements, and workforce development partnerships.

Impact: *Strengthened the School's financial capacity by aligning fiscal resources with institutional priorities while expanding external funding and supporting long-term organizational sustainability.*

Academic Planning, Curriculum & Workforce Development

Provide executive leadership for undergraduate and graduate academic programs while ensuring alignment with institutional priorities, accreditation standards, state licensure requirements, workforce needs and evolving higher education expectations.

- Provide executive leadership for undergraduate and graduate academic programs through oversight of curriculum development, academic planning, faculty workload planning, scheduling, assessment, policy implementation, and continuous program improvement.
- Lead development, review, and implementation of new academic programs, concentrations, certificates, and innovative delivery models designed to address critical educator workforce shortages while expanding enrollment opportunities.
- Collaborate with academic leadership across the University to advance strategic planning, interdisciplinary initiatives, enrollment management, academic policy implementation, and institutional effectiveness.
- Led the comprehensive redesign of educator preparation programs in response to the Arkansas LEARNS Act, aligning curriculum, year-long teacher residencies, clinical experiences, licensure pathways, and assessment systems with new statewide requirements while maintaining accreditation expectations.

- Developed 2+2 transfer and apprenticeship pathways with the University of Arkansas-Pulaski Technical College, Southeast Arkansas College, and regional school districts to expand bachelor's degree completion and strengthen the educator workforce pipeline.
- Created the UAPB Guarantee Program, a strategic transfer initiative designed to remove barriers to degree completion through guaranteed admission pathways, scholarship support, coordinated advising, and seamless articulation agreements that strengthen enrollment and student success.
- Partnered with Enrollment Management, Student Success, Financial Aid, Academic Affairs, and institutional leadership to redesign transfer processes, scholarship strategies, advising models, and articulation agreements that improve transfer student persistence and degree completion.
- Revised the School of Education governance structure by redesigning committee responsibilities, strengthening shared governance, improving faculty participation in decision-making, clarifying policy review processes, and aligning governance practices with accreditation expectations and institutional priorities.
- Established strategic workforce development partnerships with Arkansas school districts, educational cooperatives, community colleges, state agencies, nonprofit organizations, national organizations, and philanthropic foundations to strengthen educator preparation, teacher residency, Grow-Your-Own initiatives, apprenticeship models, and regional workforce development.
- Represented the School of Education in statewide workforce development initiatives, collaborating with higher education, business, government, PK–12 education, and community partners to address educator shortages and strengthen the teacher workforce throughout Arkansas and the Mississippi Delta.
- Led curriculum redesign supporting fully online graduate programs, alternative licensure pathways, residency implementation, and innovative educator preparation models.
- Directed academic policy revisions supporting candidate progression, residency expectations, clinical practice, licensure readiness, academic quality, and continuous improvement.
- Fostered a culture of innovation by encouraging faculty collaboration in curriculum redesign, instructional improvement, technology integration, artificial intelligence, and academic program enhancement.

Impact: *Advanced the School's academic portfolio through strategic curriculum innovation, governance reform, transfer pathway development, workforce partnerships, and academic planning, positioning the School as a statewide leader in educator preparation while strengthening enrollment, access, and workforce responsiveness.*

Student Success, Enrollment & Workforce Development

Provide executive leadership for strategic enrollment initiatives, student success, educator preparation, and workforce development by implementing innovative programs that improve recruitment, retention, persistence, licensure, graduation, and career placement.

- Improved educator-preparation retention from 60% to 85% within two academic years through advising redesign, early-alert interventions, expanded academic support, and increased faculty accountability; increased program completion from 38% to 53%.

- Expanded Educational Leadership enrollment from 3 to 36 students across four cohorts and grew the Master of Arts in Teaching program to 34 students through cohort development, flexible delivery, partnership recruitment, and targeted student support.
- Established the PRIDE Praxis Academy, integrating diagnostic assessments, individualized tutoring, faculty mentoring, readiness benchmarks, and targeted intervention plans that contributed to 100% Praxis pass rates in multiple licensure areas.
- Expanded academic coaching and mentoring through structured residency support, faculty advising, peer mentoring, and individualized success plans designed to improve persistence and degree completion.
- Developed and implemented comprehensive licensure preparation strategies integrating coursework, assessment data, tutoring, and faculty support to improve candidate readiness for professional certification.
- Directed implementation of year-long educator residency experiences aligned with the Arkansas LEARNS Act, expanding the 2026–2027 cohort to 25 residents and strengthening clinical practice, mentor preparation, district collaboration, and employment pathways.
- Achieved 2025–2026 residency outcomes in which 12 of 16 residents passed Praxis, 10 secured employment in their licensure areas, and 15 remained in Arkansas schools.
- Created innovative Grow-Your-Own educator pathways connecting high school students, paraprofessionals, community college transfer students, and career changers to teacher licensure programs.
- Designed the TEACHING the Delta initiative, a comprehensive educator workforce development model integrating dual enrollment, concurrent credit, teacher apprenticeship, summer residential experiences, mentoring, and scholarship support to strengthen the educator pipeline throughout the Arkansas Delta.
- Expanded reciprocal partnerships with Pine Bluff, Watson Chapel, Little Rock, Friendship Aspire, and other school systems to increase clinical placements, internships, mentoring, registered apprenticeships, and employment opportunities.
- Collaborated with Enrollment Management and Student Success leadership to strengthen recruitment strategies, improve transfer student success, and expand access to educator preparation programs.
- Increased visibility of educator preparation through statewide recruitment events, leadership conferences, community outreach, Teach PRIDE Learning Tours, and strategic marketing initiatives.

Impact: *Strengthened enrollment, retention, licensure success, workforce development, and educator preparation while positioning the School of Education as a regional leader in preparing highly effective educators for Arkansas schools.*

Faculty Affairs & Organizational Leadership

Provide executive leadership for faculty recruitment, development, evaluation, organizational effectiveness, and shared governance while fostering a collaborative culture of innovation, accountability, and continuous improvement.

- Supervise and evaluate 24 faculty and staff, including department chairs, program coordinators, faculty, professional staff, and administrative personnel while promoting excellence in teaching, scholarship, service, and student success.

- Established a distributed leadership structure by creating coordinator positions supporting assessment, residency, graduate education, licensure, data management, clinical experiences, and student success, strengthening organizational effectiveness and leadership capacity.
- Reorganized School committee structures and governance processes to improve communication, increase faculty engagement, clarify committee responsibilities, and strengthen shared governance.
- Implemented annual faculty development programming focused on assessment literacy, accreditation expectations, instructional innovation, artificial intelligence, technology integration, grant development, scholarly productivity, and student engagement.
- Expanded faculty leadership opportunities through committee appointments, strategic planning teams, accreditation leadership, curriculum development, and statewide professional service.
- Strengthened annual faculty evaluation processes by aligning performance expectations with institutional priorities, accreditation standards, student success goals, and strategic planning initiatives.
- Support faculty scholarship through mentoring, collaborative research, grant development, conference participation, publication support, interdisciplinary partnerships, and alignment of professional growth with promotion and tenure expectations.
- Developed succession planning strategies supporting department leadership, coordinator development, and long-term organizational sustainability.
- Fostered a collaborative organizational culture emphasizing transparency, shared decision-making, innovation, accountability, and continuous improvement.

Impact: *Strengthened organizational capacity by expanding faculty leadership, improving governance, enhancing professional development, and creating sustainable systems supporting academic excellence and institutional effectiveness.*

Research, Scholarship & Academic Innovation

- Advance a research-supportive culture by connecting faculty with grant opportunities, interdisciplinary collaborators, professional networks, and community-engaged research initiatives.
- Provide leadership for externally funded and applied initiatives addressing educator shortages, literacy, special education, data and artificial intelligence, community schools, and student success.
- Encourage faculty scholarly productivity through mentoring, conference engagement, publication support, grant development, and professional learning focused on research capacity.
- Contribute an active scholarly record focused on educator preparation, special education, culturally responsive practice, HBCU leadership, equity, and student engagement.
- Bring prior leadership experience with graduate and doctoral education, including academic oversight of fully online graduate programs and enhancement of an Ed.D. program with a Higher Education leadership concentration.

Assessment, Institutional Effectiveness & Continuous Improvement

Provide executive leadership for assessment, institutional effectiveness, quality assurance, and continuous improvement through systematic use of data to strengthen academic quality, inform decision-making, and support institutional accountability.

- Directed implementation of a comprehensive quality assurance system supporting evidence-based decision-making across undergraduate and graduate educator preparation programs.
- Established annual assessment retreats, curriculum institutes, faculty data summits, and continuous improvement workshops promoting systematic analysis of candidate performance and program effectiveness.
- Led systematic review, validation, and inter-rater reliability work for key assessments to strengthen alignment with professional standards, institutional outcomes, state expectations, and CAEP requirements.
- Developed comprehensive assessment dashboards supporting enrollment management, candidate performance monitoring, licensure outcomes, employer satisfaction, completer success, and program review.
- Integrated candidate assessment results, employer surveys, completer feedback, residency evaluations, and stakeholder input into annual continuous improvement planning.
- Strengthened institutional reporting by implementing systematic evidence collection, documentation processes, and assessment protocols supporting transparency, accountability, and accreditation readiness.
- Promoted a culture of evidence by increasing faculty engagement in assessment analysis, data-informed planning, and continuous program improvement.
- Collaborated with Institutional Research and Academic Affairs to strengthen assessment reporting, institutional effectiveness, and strategic planning processes.

Impact: *Institutionalized a comprehensive culture of assessment and continuous improvement that strengthened academic quality, enhanced institutional effectiveness, and improved evidence-based decision-making across educator preparation programs.*

Accreditation, Policy & Compliance

Provide executive leadership for accreditation, regulatory compliance, policy development, state program approval, and academic quality assurance while ensuring alignment with institutional, state, and national expectations.

- Direct CAEP reaffirmation and continuous improvement efforts across initial and advanced programs, including self-study development, evidence mapping, annual reporting, stakeholder governance, and institutional accountability.
- Led implementation of comprehensive educator preparation redesign in response to the Arkansas LEARNS Act, ensuring compliance with revised state residency requirements while maintaining accreditation expectations.
- Coordinated development and implementation of revised residency policies, candidate progression requirements, handbook revisions, field experience procedures, clinical practice expectations, and licensure protocols.
- Led preparation for Arkansas state program review and Science of Reading review while overseeing annual reports, program approval documentation, quality assurance evidence, and improvement plans.

- Collaborated with University leadership, the Arkansas Department of Education, P–12 partners, and national organizations to ensure compliance with evolving state and national educator preparation requirements.
- Revised governance policies and academic procedures supporting curriculum review, assessment, program approval, faculty participation, and institutional accountability.
- Led faculty training on accreditation standards, assessment quality, evidence collection, policy implementation, residency expectations, and continuous improvement.
- Strengthened compliance processes supporting curriculum management, educator licensure, assessment reporting, and program quality.

Impact: *Positioned the School of Education to successfully navigate significant statewide educator preparation reform while strengthening accreditation readiness, regulatory compliance, governance, and institutional accountability.*

Additional highlights: hosted flagship events including the Aspiring Educators Conference, Capacity Building Conference, and Right to Read Community Forum; authored or co-authored journal articles, book chapters, and a co-edited book; and delivered 20+ national and international presentations elevating the School's visibility (see Scholarship, below).

PRIOR LEADERSHIP EXPERIENCE

Interim Chairperson, Educational Leadership, Curriculum and Special Education July 2021 – June 2022

Arkansas State University, Jonesboro, Arkansas. One of the university's largest academic departments, serving over 2,700 graduate students across fully online programs, supported by 14 full-time faculty, 30 adjuncts, and 30 academic assistants, with an annual operating budget of $15 million, including academic partnership funding, grants, and the Center for Excellence in Education.

- Executed comprehensive strategic planning for academic programming, enrollment growth, and institutional alignment with state and national education priorities.
- Managed budget development, personnel evaluation, course scheduling, and student success initiatives, ensuring program quality and operational efficiency.
- Revised the Master of Theory and Practice (M.Ed.) to add three high-demand concentrations – ESL, Instructional Technology, and Adult Education – and restructured the Master of Science in Special Education with new dual-licensure options.
- Enhanced the fully online Doctor of Education (Ed.D.) with a new Higher Education leadership concentration.
- Maintained programmatic accreditation readiness and aligned curriculum with CAEP standards, ensuring rigor and compliance with educator licensure requirements.

Assistant Department Chair, Educational Leadership, Curriculum, and Special Education July 2018 – June 2022

Arkansas State University – Jonesboro, Arkansas

- Designed and launched the Master of Arts in Teaching (MAT) in Special Education, an alternative licensure program that grew to over 400 enrolled students within two years, serving as a scalable model for addressing statewide educator shortages.

- Founded the Annual Paraprofessional Conference, a statewide professional development initiative reaching over 100 paraprofessionals in partnership with the Educational Renewal Zone and the Arkansas Federation of the Council for Exceptional Children.
- Created Ready2Teach, a high school recruitment initiative building a pipeline of future educators reflecting the diversity of Arkansas's K–12 student population.
- Led preparation of the CEC Specialized Program Accreditation Report for the Master of Science in Special Education K–12 program, resulting in National Recognition status.

CAEP Coordinator, College of Education and Behavioral Science July 2018 – June 2022
Arkansas State University – Jonesboro, Arkansas

- Provided strategic leadership and oversight of accreditation and continuous improvement processes for the Educator Preparation Provider (EPP) across all initial and advanced-level programs.
- Developed and implemented a comprehensive Quality Assurance System (QAS), ensuring alignment with CAEP standards, institutional goals, and state licensure requirements.
- Led preparation of the CAEP Interim Self-Study Report for eight advanced-level programs, resulting in full Accreditation with No Areas for Improvement (AFIs) or Stipulations.
- Established the Educator Preparation Assessment Committee (EPAC), engaging P–12 partners, alumni, students, and community members in evaluating program effectiveness.

PROFESSIONAL EXPERIENCE

Associate Professor of Special Education 2018–2022
Arkansas State University, Jonesboro, Arkansas

Assistant Professor of Special Education 2013–2018
Arkansas State University, Jonesboro, Arkansas

Assistant Professor of Special Education 2010–2013
Southern Arkansas University, Magnolia, Arkansas

Instructor of Special Education 2005–2009
Southeastern Louisiana University, Hammond, Louisiana

PROFESSIONAL DEVELOPMENT & CERTIFICATIONS

- AASCU Becoming a Provost Academy Fellow (2026–2027)
- Deans for Impact Fellow (2024–2025)
- State of Arkansas Teacher Certification – Reading, K–12
- Special Education Instructional Specialist, P–12
- Educational Examiner, P–12

HONORS & AWARDS

Arkansas Business Executive of the Year Finalist, Public Sector and Education 2026

Excellence in Education Award, Friends of Professor Joseph Carter Corbin 2025–2026

CEC Specialized Program Accreditation Report, B.S. in Special Education K–12 – National Recognition 2021

CAEP Interim Self-Study Report, Advanced Level Programs – Accreditation, No AFIs or Stipulations 2021

College of Education and Behavioral Science Faculty Achievement Award for Professional Service 2020–2021

GRANTS & EXTERNAL FUNDING

$4,102,190 in competitive external funding secured or co-secured at UAPB, supporting educator preparation, literacy, teacher residency, research, technology, workforce development, and student success.

National Education Association Foundation, Pine Bluff Community Schools Implementation Award (2026–2027) **$200,000**

Title III Transformative Instructional Project (2022–2027) **$800,000**

Title III Teacher Education Center (2025–2030) **$700,000**
Praxis, edTPA, residency, mentoring, technology, and educator workforce supports serving a projected 300 or more participants.

TPI-US-Literacy Sub-Award **$58,600**

National Education Association (NEA) Foundation, Pine Bluff Community Schools Planning Grant (2025–2026) **$111,000**

National Center for Teacher Residencies, Boundless Educator Initiative, UAPB (2024–2026) **$300,000**

Center for Strategic Leadership Grant, UAPB (2024–2027) **$750,000**

EIR Scientific Scouts – Kindergarten, UAPB (2024–2029) **$750,000**

National Education Association (NEA) Foundation, Pine Bluff Community Schools Planning Grant (2024–2025) **$58,000**

Building Capacity for Critical-Need STEM and Special Education Teachers in Southeast Arkansas (2023–2024) **$74,982**

USDA Capacity Building Grant – Increasing African American Teachers in Ag Teacher Education Programs, UAPB (2024–2027) **$299,608**

SCHOLARSHIP

Author or co-author of peer-reviewed publications, proceedings, and national/international presentations on educator preparation, special education, and leadership in the academy, including an invited keynote at the 2025 International Centre for Innovation in Education (ICIE) conference. Full record of the last seven years (2019–2026) below.

Refereed Journal Articles (2019–2026)

Therrien, W. J., Wong, V. C., Chen, L., Taylor, C. M., Chiu, J. L., Gonçalves, B., Liu, Q., Cook, B. G., Doabler, C. T., Swanson, E., Brame, P. B., Budin, S. G., Cho, E., Conoyer, S. J., Conway, S. J., Dunn, M. W., Faggella-Luby, M., Gersib, J. A., **Davis, K.,** Jimenez, Z., Juergensen, R. L., Kiuhara, S. A., Koop, V., Lembke, E. S., Moody, A. K., Morris, J. R., Murnan, R., Sarmiento, C. M., Smith, C. M., Smith, R. A., Solis, M., & Stinchcomb, H. (2026). Science instruction for students with learning disabilities: A national survey of elementary special education teachers. Learning Disabilities Research & Practice.

Hunter, W. C., Jasper, A. D., Barnes, K., Davis, L. L., **Davis, K.**, Singleton, J., & Scott, T. (2021). Promoting positive teacher-student relationships through creating a plan for classroom management onboarding. Multicultural Learning and Teaching. https://doi.org/10.1515/mlt-2020-0012.

Lewis-Kipkulei, P., Singleton, J., Singleton, T., **Davis, K.,** & Cheng, M. (2021). Increasing student engagement via a combined roundtable discussion and flipped classroom curriculum model in an OT and special education classroom. Cogent Education, 8(1). https://doi.org/10.1080/2331186X.2021.1911284.

Books and Book Chapters (2019–2026)

Johnson, N., Bowser, A., **Davis, K.,** & Leslie, H. S. (2023). Black women's formal and informal ways of leadership: Actualizing the vision of a more equitable workplace. IGI Global.

Johnson, N., Bowser, A., **Davis, K.,** & Leslie, H. S. (2023). Nine Black women leaders in the academy: Promoters of constructive disruption and institutional change. In Johnson, Bowser, Davis, & Leslie, Black Women's Formal and Informal Ways of Leadership: Actualizing the Vision of a More Equitable Workplace. IGI Global.

Davis, K., Torrence, W., Perkins, B., Sande, B., & Haynes, J. (2025). Transforming teacher preparation programs at HBCUs: Continuing the legacy of preparing Black educators through activism and social justice. In Pringle, Samuels, Wikerson, & Broughton, Teacher Preparation as Social Activism at Historically Black Colleges and Universities. Routledge, Taylor & Francis Group.

Kucharczyk, S., & **Davis, K.** (2024). Preparing special educators to shift education: Experiences and outcomes for students with disabilities who are Black, Indigenous, & people of color. In L. C. de Oliveira, T. Ferguson, & K. Johnson, Preparing Educators: Efforts, Resources, & Initiatives. Virginia Commonwealth University.

Preprints

Therrien, W. J., Wong, V. C., Chen, L., Taylor, C. M., Chiu, J. L., Gonçalves, B., Liu, Q., Cook, B. G., Doabler, C. T., Swanson, E., Brame, P. B., Budin, S., Cho, E., Conway, S. J., **Davis, K. M.,** Dunn, M. W., Faggella-Luby, M. N., Gersib, J., Jimenez, Z., Murnan, R., et al., Stinchcomb, H. R. (2025). National survey of 4th and 5th-grade science education teachers: Insights into instruction and inclusion of students with disabilities. Preprint, https://doi.org/10.35542/osf.io/d4ybt.

Proceedings (2019–2026)

Wang, H., McGowan, O., & **Davis, K.** (2023). Integrating practice-based strategies and culturally responsive pedagogy through service learning. North Central Region/National Learner-Centered Teaching Conference. Brookings, South Dakota.

Davis, K., Robinson, A., Glover, T., & Bowser, A. (2022). Black female leadership: Navigating the academy for equity, justice, and success. Arkansas Council for Women in Higher Education (ACWHE). Virtual Conference.

Davis, K., Lewis-Kipkulei, P., Singleton, J., & Singleton, T. (2021). Increasing candidate engagement in the college classroom through differentiated classroom design. Mid-South Education Research Association. New Orleans, Louisiana.

Presentations (2019–2026)

Davis, K., Torrence, W., & Kubasko. (2024). Developing teacher candidates' self-efficacy through cross-cultural strategies. American Education Research Association Conference. Philadelphia, Pennsylvania.

Wang, H., McGowan, O., & **Davis, K.** (2023). Integrating practice-based strategies and culturally responsive pedagogy through service learning. North Central Region/National Learner-Centered Teaching Conference. Brookings, South Dakota.

Davis, K., Torrence, W., & Kubasko. (2023). Transforming teacher candidates to become behavior-changing ninjas. US PREP Leadership Retreat. San Diego, California.

Bowser, A., Johnson-Leslie, N., & **Davis, K.** (2023). Breaking the glass ceiling: Our leadership in the academy. Arkansas Association of Teacher Education Conference. Jonesboro, Arkansas.

Davis, K., & Kucharczyk, S. (2023). Engaging families for student, school, and teacher success. Teaming Up to Support Kids (TUSK) Symposium. Virtual Meeting.

Davis, K., & Speight, R. (2023). Supporting students in inclusive settings. Arkansas Federation of the Council for Exceptional Children. Virtual Conference.

Davis, K., Robinson, A., Glover, T., & Bowser, A. (2022). Black female leadership: Navigating the academy for equity, justice, and success. Arkansas Council for Women in Higher Education (ACWHE). Virtual Conference.

Davis, K., Bowser, A., & Johnson, N. (2022). Conceptualizing the role of Black female leadership: The influence of equity and inclusion in the academy. Arkansas Association of Teacher Education Conference. Pine Bluff, Arkansas.

Davis, K., Bowser, A., & Shaw, A. (2022). Building resiliency and competence among educational leaders through online learning. Association of Teacher Educators. Chicago, Illinois.

Robinson, A., & **Davis, K.** (2022). Developing resilient educators through ethical decision-making integrated with self-efficacy. North Central Region/National Learner-Centered Teaching Conference. University of Missouri–Columbia.

Shaw, A. C., Hux, A. R., Williams, R. W., & **Davis, K.** (2022). Helping international educational leadership candidates cope with distance learning challenges on their path to administration credentials: A look at Qatar students and their quest for a master's in administration at a United States university. ATE Conference. Chicago, Illinois.

Shaw, A. C., Hux, A. R., Williams, R. W., & **Davis, K.** (2022). Principals need love and support too: A look at how public-school principals have dealt with the impact of COVID-19 on their professional and personal lives. ATE Conference. Chicago, Illinois.

Shaw, A. C., Hux, A. R., Williams, R. W., & **Davis, K.** (2022). Discussion on the transition of an educational leadership program internship from a portfolio to an on-the-ground internship: A look at the positives and negatives of the change. ATE Conference. Chicago, Illinois.

Bowser, A., Baker, T., & **Davis, K.** (2021). Maximizing success among racially diverse teachers of color in online learning. Mid-South Educational Research Conference. New Orleans, Louisiana.

Davis, K., Lewis-Kipkulei, P., Singleton, J., & Singleton, T. (2021). Increasing candidate engagement in the college classroom through differentiated classroom design. Mid-South Education Research Association. New Orleans, Louisiana.

Davis, K., & Kucharczyk. (2021). Setting precedence in education: The examination of culturally responsive teaching self-efficacy beliefs. The Council for Exceptional Children Virtual Conference.

Invited Presentations & Training (2019–2026)

Davis, K. (2025). Retention is the new recruitment: A roadmap to teacher licensure (Keynote Address). 27th International Centre for Innovation in Education (ICIE) Virtual Conference, Prairie View A&M University, Houston, Texas.

Dean's Leadership Panel, US PREP Learning Institute (2022).

Co-Teaching Model Coach, Johns Hopkins University (2019–2021).

SERVICE

Arkansas Deans Association, President	2026–2027
Arkansas Deans Association, Vice President	2025–2026
Arkansas Council of Deans and Directors of Educator Preparation, Executive Board	Current
Professional Licensure Standards Board (PLSB), Arkansas Division of Elementary and Secondary Education, Member	Current
American Association of Colleges for Teacher Education (AACTE), Arkansas State Representative	2025–Present
Council for the Accreditation of Educator Preparation, Site Visitor	2021–Present
Association for Advancing Quality in Educator Preparation, Site Visitor	Current
Council for Exceptional Children, SPA Reviewer	2016–Present
DDEL Conference Reviewer	2016–Present
Special Education Research Accelerator, Research Partner	2021–Present
Arkansas Federation of the Council for Exceptional Children, President	2016–2018

PROFESSIONAL MEMBERSHIPS

Association of Teacher Educators • American Association of Colleges for Teacher Education • Council for Exceptional Children • Mid-South Educational Research Association • American Association of State Colleges and Universities • Deans for Impact • National Education Association • Delta Sigma Theta Sorority, Incorporated (Pine Bluff Alumnae Chapter)

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Personnel & Litigation

ITEM: Request Approval to Appoint Dr. Alan Caldwell as Dean for the School of Communications

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval to Appoint Dr. Alan Caldwell as Dean for the School of Communications. The candidate is eligible for tenure and, in conjunction with their appointment to Dean, shall receive their tenure faculty appointment at the time in which the Board approves the candidates for the 2027 rank, tenure, and promotion cycle annually. If the candidate is eligible for tenure and satisfies all of the requirements within three (3) years of their appointment to Dean, then they shall receive their tenured faculty appointment following the University's normal faculty promotion cycle. State Appropriation Exception: This appointment qualifies under the Governor's Budget Execution Order exception for essential personnel necessary to maintain University operations and academic leadership. The appointment of Dr. Alan Caldwell as Dean of the School of Communications is necessary to ensure continued academic oversight, institutional leadership, and continuity of essential University operations. Accordingly, the expenditure is consistent with the permitted use of state-appropriated funds under the Order.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: Not-to-Exceed (NTE) | $235,000.00
0247-21430-7010-32011 | State-Appropriated Funds 1000-21430-7010-10 | Local Funds
Annual Base Salary $235,000.00

SUPPORTING DOCUMENTATION:

Job Description
Vitae
Signed Offer Letter (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP: Texas Southern University Board Policy 61.10

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.3 Invest in faculty and staff professional development

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/26/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb	10/26/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Oct 26, 2026 19:39:46 CDT)	10/26/2026
PRESIDENT	**DATE**

Dean – School of Communication

Job Title: Dean – School of Communication
FLSA: Exempt
Pay Grade: 99
Revised Date: October 2026

JOB SUMMARY:

Reporting to the Provost/Senior Vice President for Academic Affairs, the Dean of the School of Communications serves as the chief academic and administrative leader responsible for the school's strategic direction, academic excellence, faculty development, student success, research, financial management, and external engagement.

The Dean provides visionary leadership to advance the mission of Texas Southern University by preparing students for successful careers and leadership in journalism, broadcasting, film, public relations, strategic communication, digital media, entertainment, and emerging communication industries.

The Dean will ensure that the school remains responsive to the evolving 21st-century communication landscape, including artificial intelligence, digital storytelling, data analytics, multimedia production, social media, and other emerging technologies. The successful candidate will promote academic innovation, ethical professional practice, interdisciplinary collaboration, research excellence, and meaningful partnerships with industry, alumni, and the community.

The Dean is expected to foster an inclusive, collaborative, and intellectually vibrant environment that supports faculty achievement, student development, and the continued advancement of Texas Southern University's mission as a historically Black university.

DISTINGUISHING CHARACTERISTICS:

- Detailed-oriented
- Strong strategic planning skills
- Recruitment skills
- Problem-solving and sound decision-making
- Excellent communication skills, writing, and oration.
- Published Scholar
- Research & Scholarship
- Fundraising & Philanthropy
- Academic Leadership & Collaboration

Essential Duties and Responsibilities

1. Academic Leadership and Strategic Planning

- Develop and implement a comprehensive strategic plan aligned with the University's mission and academic priorities.
- Provide leadership for undergraduate and graduate academic programs within the School.
- Evaluate existing programs and recommend new degrees, concentrations, certificates, and interdisciplinary initiatives.

- Promote curriculum innovation that integrates communication theory, professional practice, research, ethics, and emerging technologies.
- Establish measurable goals for academic quality, enrollment, student achievement, and program effectiveness.
- Ensure compliance with university policies, institutional accreditation requirements, and applicable academic standards.

2. Faculty and Staff Leadership

- Recruit, develop, mentor, and retain highly qualified faculty and professional staff.
- Promote excellence in teaching, research, scholarship, creative production, and professional service.
- Support faculty development, research productivity, interdisciplinary collaboration, and industry engagement.
- Oversee faculty evaluation and make recommendations concerning appointment, promotion, tenure, and professional advancement in accordance with university policies.
- Foster a collegial environment that values shared governance, academic freedom, accountability, and professional integrity.
- Provide leadership in resolving personnel concerns and strengthening organizational effectiveness.

3. Student Success and Academic Achievement

- Develop initiatives to improve student recruitment, retention, graduation, and career placement.
- Strengthen academic advising, mentoring, experiential learning, and career development.
- Expand internships, cooperative education, research opportunities, and professional networking.
- Promote student participation in journalism, broadcasting, film production, public relations, digital media, and other applied communication activities.
- Use assessment data and student feedback to improve the educational experience.
- Ensure that students have appropriate access to academic resources, technology, professional equipment, and career opportunities.

4. Curriculum Innovation and Technology Integration

- Lead the integration of artificial intelligence, digital communication, data journalism, multimedia production, and emerging technologies into appropriate academic programs.
- Encourage innovative teaching methods and technology-enhanced instruction.
- Promote responsible AI use, media literacy, information verification, privacy, copyright compliance, and communication ethics.
- Support the modernization of media laboratories, studios, production facilities, and digital learning environments.
- Establish partnerships with technology companies, media organizations, and professional associations to strengthen student preparation for evolving careers.

5. Research, Scholarship, and Creative Activity

- Encourage faculty and student research, scholarly publications, creative productions, and professional presentations.

- Develop strategies to increase external grants, sponsored research, and interdisciplinary scholarship.
- Support graduate education and opportunities for advanced research.
- Promote research addressing contemporary issues in journalism, media, culture, communication technology, public relations, and society.
- Establish appropriate research centers, laboratories, and collaborative initiatives where feasible.
- Ensure adherence to research integrity, ethical standards, and applicable university policies.

6. Budget and Resource Management

- Develop and administer the School's annual operating budget.
- Allocate resources in alignment with strategic priorities and academic needs.
- Monitor expenditures, staffing requirements, equipment needs, and program costs.
- Identify opportunities for grants, philanthropy, corporate partnerships, and other approved revenue sources.
- Oversee the effective use and modernization of instructional facilities, production equipment, and technology infrastructure.
- Maintain fiscal accountability, transparency, and compliance with university procedures.

7. Industry Partnerships and Professional Development

- Establish and maintain partnerships with media companies, news organizations, public relations firms, entertainment enterprises, technology companies, nonprofit organizations, and government agencies.
- Develop an active advisory network of industry professionals and alumni.
- Expand paid internships, mentorships, fellowships, employer-sponsored projects, and professional networking opportunities.
- Promote career readiness, entrepreneurship, professional certifications, and lifelong learning.
- Engage employers in curriculum review and assessment of graduate preparedness.
- Strengthen connections between academic programs and current workforce requirements.

8. Accreditation, Assessment, and Institutional Effectiveness

- Lead assessment of student learning outcomes and academic program effectiveness.
- Coordinate program reviews, accreditation activities, and institutional reporting.
- Establish measurable performance indicators and monitor progress toward strategic goals.
- Use data on enrollment, retention, graduation, research, and employment outcomes to inform decision-making.
- Ensure timely completion of required reports and implementation of improvement plans.
- Promote a culture of continuous improvement and evidence-based leadership.

9. Community Engagement and the University's HBCU Mission

- Advance the University's mission through culturally informed communication education, scholarship, and public service.
- Promote research and creative activities that address community needs and contemporary social issues.

- Develop partnerships with Houston-area schools, community organizations, cultural institutions, and public agencies.
- Support student and faculty participation in community-based projects and public communication initiatives.
- Foster an environment that encourages intellectual inquiry, respectful dialogue, diverse perspectives, and equitable educational opportunity.
- Strengthen the School's role as a resource for civic engagement, cultural expression, and professional leadership.

10. Advancement, Alumni Relations, and External Relations

- Represent the School to university leadership, alumni, donors, employers, professional associations, and community stakeholders.
- Collaborate with university advancement offices to pursue philanthropic support and sponsored initiatives.
- Develop strategies to increase alumni participation, scholarships, endowed support, and industry engagement.
- Promote the School's accomplishments, academic programs, faculty expertise, and student achievements.
- Support conferences, public lectures, recruitment activities, and professional events that strengthen the School's reputation.
- Build relationships that enhance student opportunities and the University's regional, national, and international visibility.

Required Qualifications

- A doctoral degree in a relevant field.
- Significant experience in higher education, including progressively responsible academic leadership.
- Demonstrated knowledge of curriculum development, faculty affairs, academic assessment, and student success.
- Experience in budget administration, strategic planning, personnel management, and resource allocation.
- A record of scholarly achievement, creative production, professional accomplishment, or a combination appropriate to the discipline.
- Excellent written, oral, interpersonal, organizational, and leadership skills.

Preferred Qualifications

- Demonstrated success in fundraising, grant development, corporate partnerships, or sponsored research.
- Experience with online education, digital transformation, AI integration, and emerging media technologies.
- Established relationships with media organizations, communication industries, alumni, and professional associations.
- Experience managing specialized laboratories, media studios, production facilities, or student media operations.
- Evidence of successful faculty recruitment, mentoring, and professional development.

Leadership Competencies

The successful candidate will demonstrate:

- Strategic and visionary leadership.
- Commitment to academic excellence and student-centered decision-making.
- Collaborative management and shared governance.
- Fiscal responsibility and effective resource management.
- Technological fluency and commitment to innovation.
- Strong communication, negotiation, and relationship-building skills.
- Ethical judgment, transparency, and accountability.
- Commitment to cultural understanding, academic freedom, and inclusive educational opportunity.
- Ability to lead organizational change and build consensus among diverse constituencies.

Licenses, Registrations, Certifications, or Special Requirements:
None required.

Knowledge, Skills, and Abilities:
Knowledge of:

- Federal, State, Local, and County laws.
- Policies, procedures, and practices.
- Accreditation/re-accreditation efforts, and necessary external review processes.
- Banner and other job-related software systems.
- Supervisory techniques.
- Microsoft Office Professional or similar applications.

Skill in:

- Problem-solving and decision-making.
- Strong leadership, communication, and interpersonal skills.
- Demonstrated commitment to academic excellence.
- Proven ability to manage budgets, lead teams, and make data-driven decisions.
- Experience in curriculum development and faculty governance.
- Ability to work collaboratively with various university stakeholders.
- Multitasking and time management.
- Both verbal and written communication.

Ability to:

- Prepare detailed reports.
- Work independently.
- Communicate effectively.

WORK ENVIRONMENT AND PHYSICAL DEMAND:
Limited standing and/or walking.
Handling light-weight objects.
Using or carrying equipment.
Stoop, bend or lift.
Occasional evening or weekend work for events, meetings, or special programs.

This job description is intended to be generic and to describe the essential functions of the job. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities may vary based on the specific tasks assigned to the position.

Alan K. Caldwell

Houston, TX

PROFESSIONAL SUMMARY

Communication and External Affairs Executive with 20+ years of experience at global Fortune 100 & 200 manufacturing and energy organizations, focused on communications, external affairs, and internal/external stakeholder engagement. Adept at leading global teams remotely with experience leading communication and external affairs teams in Europe, Mexico, and Brazil.

FUNCTIONAL SKILLS

Communication: Media Relations, Strategic Communications, Crisis Communications, Internal Communications, Public Relations, Presentations and Public Speaking

External Affairs: Government Relations, Stakeholder Engagement, Issues Management, Reputation Management, Legislative/Regulatory Analysis, Public Affairs and Corporate Social Responsibility

Professional Experience

LyondellBasell 2023 – 2025
Director, Americas External Affairs &
Global Head of Crisis Communications

Stakeholder Engagement

- Lead the development of communication and stakeholder engagement for North and South America assets, which include manufacturing, Advanced Polymers, and pipeline business units. Coordinate deliverables by managing twelve communications and external advisors.
- Provide counsel to C-Suite and Executive Committee regarding best practices to engage stakeholders to build and protect brand reputation.
- Develop strategies to increase external stakeholder relationships, which include media, community leaders, and elected officials.

Communications

- Serve as Head of Corporate Crisis Communications and Public Information Officer. Develops holding statements and media responses for all North and South America assets.
- Develops crisis drills and works with manufacturing advisors to ensure support for site leadership during crisis incidents.

Government Relations

- Engage and inform local elected officials to protect the business license to operate. Review and approve local requests to host elected officials on manufacturing tours.

Marathon Petroleum Corporation 2020 – 2023
Sr. Mgr. Communication and Public Affairs

Stakeholder Engagement

- Developed and implemented stakeholder communication and engagement plans to protect the organization's license to operate and create opportunities to advance business expansion projects.
- Deliverables include approval of environmental permits, successful negotiation of community benefits agreements, and legislative rule language changes that increased flexibility for the business to comply with regulatory requirements.
- Developed the Southern California PAC strategy at the local, state, and federal level that successfully supported 85% of supported candidates successfully elected.

Advocacy

- Expanded leadership roles across key business and advocacy organizations, including high-profile organizations such as the Los Angeles Chamber of Commerce, BizFed Los Angeles, and Inland Empire Economic Partnership.
- Leadership positions allowed the business to influence advocacy efforts and increase access to community and business leaders across Southern California and created relationships with elected leadership at local, state, and federal levels.
- Led the development and negotiation of legislative and regulatory packages targeting the reduction of NOx from oil and gas operations.

Communication

- Served as Public Information Officer (PIO) for multiple crisis incidents and corporate crisis drills.
- As the PIO, protected brand reputation through engagement with media and community influencers regarding incidents at business operations, which include manufacturing, pipeline, and marine logistics. As a result of proactive crisis communications, minimal impact on brand operations and license to operate.

Southern California Gas Company 2018 – 2019
Director, Energy Communications & Public Affairs

Strategic Communications

- Led the development of multi-channel communication strategy for media and social media platforms related to the Future of Energy and the organization's Renewable Energy Policy.
- Deliverables included a Renewable Energy White Paper and the development of digital assets to support White Paper's content.
- Created and implemented the external stakeholder engagement and marketing strategy, working cross-functionally with Media Relations, Corporate Social Responsibility, Public Affairs, and C-suite Leadership to develop talking points and key messages to protect natural gas as an energy source option for consumers.

Media Relations

- Served as the company spokesperson and presenter at twenty-five local, state, and national conferences and regulatory hearings regarding climate change and sustainability.
- Coordinated the development of two high-profile media launch events (Los Angele & Sacramento) regarding climate change with a leading Washington, D.C. Energy Think Tank.

Cerrell Associates 2016 - 2017
VP, Communications & Public Affairs

Public Affairs

- Developed the strategy for an award-winning public relations campaign for a leading grocery distributor to advocate for healthy shopping and eating in underprivileged communities.
- Created a communication strategy to support a potential litigation issue for a global chemical company that resulted in the dropping of the lawsuit by government officials.
- Developed the training module for crisis communication for a leading global Think Tank's communication department.

Stakeholder Engagement

- Designed and developed a multimedia digital platform to engage, inform, and educate community stakeholders for a global energy company related to environmental and remediation projects.
- Developed talking points, testimony, and briefed oil & gas and energy clients on the impact of proposed regulations on the industry and specific business units.

Media Relations

- Secured media coverage for clients for Tier 1 media, including The New York Times, Wall Street Journal, Los Angeles Times, and Atlanta-Journal Constitution.

Shell 2010 - 2016
Communications & Government Affairs Mgr. &
North America Crisis Communication Lead

Government Relations

- Developed and executed communication strategy to support multi-million-dollar litigation that created the support needed to successfully negotiate a settlement.
- Created and implemented the stakeholder engagement plan that led to development entitlements for a five-hundred-million-dollar business expansion project.
- Provided strategic counsel to businesses to protect the license to operate for a two-billion-dollar asset portfolio.
- Analyzed legislative packages and developed legislative analysis related to the impact of proposed legislation and provided testimony at legislative and regulatory hearings.

Media Relations

- Served as company spokesperson and provided media statements to Tier 1 and Tier 2 media outlets regarding business operations.
- Coached and trained C-Suite, VPs, and Senior Business Leaders for media interviews, presentations, community meetings, and regulatory hearings.

Corporate Social Responsibility

- Developed and executed a corporate giving program which included researching community organizations and identifying strategic partnerships to enhance brand reputation and develop third-party advocates to support the business.

Crisis Communications

- Served as North America Crisis Communication PIO and led crisis communication for the North America Emergency Response Team. Deliverables include multiple national and international drills and the management of real incidents, including high-profile incidents in the Gulf of Alaska.

EDUCATION

Pepperdine University, Los Angeles, CA
Ph.D., Global Leadership & Change

Mount Saint Mary's University, Los Angeles, CA
M.B.A., Business Admin & Entrepreneurship

University of Houston Downtown, Houston, TX (Fall, 2027)
M.S. – Technical Communication

Baylor University, Waco, TX
B.A. Political Science & Government; Minor: Computer Science

University of California, Los Angeles (UCLA), Los Angeles, CA
Professional Certificate: Public Relations & Communications

ACCREDITATION

Accredited Public Relations Professional (APR) – Public Relations Society of America

CERTIFICATIONS

Federal Emergency Management Agency (FEMA), Incident Command System (ICS): Crisis Public Information Officer & Joint Information Center Manager

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Personnel & Litigation

ITEM: Request Approval to Appoint Dr. Shani Robinson as Dean for the School of Business

DATE PREVIOUSLY SUBMITTED: N/A

The Administration requests approval to Appoint Dr. Shani Robinson as Dean for the School of Business. The executive search was conducted by WittKieffer Premier Executive Search in accordance with the established procedures. If the candidate is eligible for tenure and satisfies all requirements, in conjunction with their appointment to Dean, then they shall receive their tenured faculty appointment at the time in which the Board approves the candidate for the 2027 rank, tenure and promotion cycle.

State Appropriation Exception: This appointment qualifies under the Governor's Budget Execution Order exception for essential personnel necessary to maintain University operations and academic leadership. The appointment of Dr. Shani Robinson as Dean of the School of Business is necessary to ensure continued academic oversight, institutional leadership, and continuity of essential University operations. Accordingly, the expenditure is consistent with the permitted use of state-appropriated funds under the Order.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: Not-to-Exceed (NTE) | $275,000.00
0247-21600-7010-32035| State-Appropriated Funds

Annual Base Salary $275,000.00

SUPPORTING DOCUMENTATION:

Job Description
Vitae
Signed Offer Letter (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP: Texas Southern University Board Policy 61.10

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.3 Invest in faculty and staff professional development

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL — **DATE** 10/26/2026

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb

CHIEF FINANCIAL OFFICER — **DATE** 10/26/2026

James Crawford (Oct 26, 2026 19:38:57 CDT)

PRESIDENT — **DATE** 10/26/2026

TSU

TEXAS SOUTHERN UNIVERSITY

Dean, Jesse H. Jones School of Business

Leadership Profile

Summer 2026



WittKieffer

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Executive Summary

Texas Southern University (Texas Southern) invites nominations, applications, and inquiries in its search for a visionary leader to serve as the next Dean of the Jesse H. Jones School of Business (JHJ).

Founded in 1927 and located in the heart of Houston's historic Third Ward, Texas Southern University is a public, comprehensive doctoral university enrolling more than 8,700 students across 10 academic colleges and schools. As a Carnegie Research 2 (R2) institution and one of the nation's largest Historically Black Colleges and Universities, Texas Southern combines a rich legacy of educational access with a bold vision for academic excellence, research, and community impact. Through its *Ascend 2030* strategic plan, the University is investing in academic excellence, research growth, operational effectiveness, and community engagement while preparing graduates to become leaders who shape the future of Texas and beyond.

JHJ was founded in 1955 to serve an increasing student interest in business in the City of Houston. Today, JHJ is at the forefront of business education, providing cutting-edge, innovative programming to business students from around the world. JHJ is accredited by the Association to Advance Collegiate Schools of Business (AACSB) International, the hallmark of business school accreditation worldwide. The School offers a BBA degree in Accounting, Finance, Management, Marketing, and Management Information Systems (MIS). There are three graduate degrees offered at the School: Master of Business Administration, M.S. in Management Information Systems, and an online Executive MBA. As of fall 2025, the School has 57 faculty, 1,753 students, and an operating budget of approximately $7.5 million.

Reporting to the Provost and Senior Vice President for Academic Affairs and Research, the Dean serves as the Chief Administrative, Fiscal, and Academic Officer of the Jesse H. Jones School of Business. The Dean is responsible for providing visionary leadership, strategic direction, and academic oversight while fostering a culture of excellence in teaching, research, scholarship, and service. The Dean serves as the School's principal advocate within the University and among external constituencies and is responsible for advancing the School's mission, reputation, and impact.

The successful candidate must be an outstanding and transformational leader. The next Dean must be knowledgeable about current trends in business education, have experience in fundraising, external relations, and community engagement, and have excellent interpersonal and communication skills. The next Dean must have successful leadership experience that demonstrates increasing levels of responsibility and accomplishment at the chair or director level or above, or comparable leadership experience in industry or government, with credentials appropriate for a faculty appointment in the School. An earned doctorate or other terminal degree is required.

To submit a nomination or express personal interest in this position, please see Procedure for Candidacy at the end of this document.



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Role of the Dean, Jesse H. Jones School of Business

Under the general supervision of and reporting to the Provost and Senior Vice President for Academic Affairs and Research, the Dean serves as the Chief Administrative, Fiscal, and Academic Officer of the Jesse H. Jones School of Business. The Dean is responsible for providing visionary leadership, strategic direction, and academic oversight while fostering a culture of excellence in teaching, research, scholarship, and service. The Dean serves as the School's principal advocate within the University and among external constituencies and is responsible for advancing the School's mission, reputation, and impact.

The incumbent will collaborate with faculty, staff, students, and external stakeholders to enhance the School's brand, promote consistent academic achievement through research, and ensure the delivery and addition of high-quality academic programs.

Essential Duties/Summary

Academic Leadership and Administration

- Provides strategic vision and leadership for the School of Business, as the Dean formulates the School's vision, qualities, and distinctiveness as its principal advocate within the University community and to national and international external constituencies.
- Manage academic and administrative operations, including budgeting, resource allocation, and faculty development.
- Manages the process of program reviews, including student and institutional outcomes for undergraduate and graduate business programs.
- Lead the College in strategic planning activities to further the College's mission in teaching, research, and service.
- Foster a collaborative culture that supports faculty research, teaching excellence, and student success.
- Creates a model for business education that combines practices in traditional classroom instruction, case study, and international education.
- Coordinates the School's class offerings (in-class, blended, and online) with program administrators.
- Establishes priorities and sustains an environment of academic excellence through development and assessment of curricular, research, collaborative, and partnership initiatives.
- Collaborates with faculty to define the School's admissions standards.
- Leads student recruitment, retention, placement, and oversees internship and study-abroad experiences.
- Manages all aspects of the School's departments, including resource planning, development of budgets, allocation of resources, and management of expenditures.
- Manage orientation, training, and development of faculty and staff.
- Recruits faculty to teach courses and to serve on committees that assess, plan, implement, and conduct regular faculty and staff meetings to build consensus.
- Determines and oversees collegiate administrative infrastructure, including academic and non-academic support staff. Recommends hiring of new staff or strategic realignment.

Academic Programs, Research, and Student Development

- Oversee the development, implementation, and assessment of academic programs at the undergraduate and graduate levels that are market-driven and in demand according to the evolving workforce.

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- Promotes technological innovation and ensures the availability of training in technology for faculty, staff, and students.
- Ensure the alignment of programs with industry standards and emerging trends in business education and workforce development (data analytics, real estate, finance, insurance, etc.).
- Promote interdisciplinary collaboration within the University.
- Incorporate the use of artificial intelligence (AI) and prepare scholars to utilize this tool in the workforce.
- Champion initiatives to enhance student achievement, recruitment, retention, and success.
- Promote the creation of a competitive but healthy academic environment that supports the academic and professional development of all students.
- Encourage and support faculty research and scholarly activities, enhancing the School's reputation for academic rigor and innovation.
- Facilitate partnerships with industry, government, and academic institutions to promote research initiatives.
- Develops a research environment aligned with relevant needs of the University, workforce, and the broader Houston community.
- Promote the submission of grant proposals to increase scholarly research activities in the College and the University in the pursuit of R1 status.

Strategic Partnerships, External Relations & Fundraising

- Represent the JHJ School of Business to internal and external stakeholders, including alumni, industry partners, and accreditation bodies.
- Develop plans in attracting external financial resources for the School's scholarly and programmatic goals, including Endowed chairs that reflect the School's desire to offer programs unique to Houston and the region.
- Solicits and obtains, as the Chief Fundraiser for the School, financial resources necessary to achieve and sustain the strategic vision.
- Collaborates with an external advisory board that assists with fundraising, curriculum overview, and essential partnerships related to workforce preparation and development.
- Leads various centers such as the Economic Development Center and the Entrepreneurial Center, as well as business incubator programs.
- Promotes the development of close ties with other business schools in the region and nation, and cultivates the development of partnerships between the School, business communities, professional organizations, and community leaders who are focused on economic development.
- Recommends methods for School Advancement to the Provost/Senior Vice President for Academic Affairs and Research.
- Lead and collaborate with the Office of Development to execute fundraising efforts to secure resources for academic programs, research initiatives, and scholarships.
- Performs other job-related duties as assigned.

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Opportunities and Expectations for Leadership

In no particular order, the Dean will be charged with addressing the following opportunities and challenges:

- **Provide visionary leadership**
  Working closely with faculty, staff, and other key stakeholders, the next Dean will be charged with articulating a shared vision that aligns with and supports the University-wide strategic plan. The Dean – in an open, transparent, and inclusive way that encourages and respects stakeholder input – will develop and implement a plan that will move the School forward. As the Dean develops a strategy for the future, it will be equally critical to ensure that the School maintains its current AACSB accreditation.

- **Recruit, develop, and retain talented faculty and staff**
  In partnership with department chairs and school leaders, the next Dean will be expected to help attract, retain, and support a strong group of outstanding faculty and staff. It is essential that the Dean understands and champions Texas Southern's commitment to research and teaching and seeks to enhance the scholarly reputation of JHJ. The Dean's leadership is essential to supporting scholarship and investing in mentorship and professional development, to ensure individual and collective success. As Chief Academic Officer of the JHJ, the next Dean will lead by example, recruit, support, and inspire an exceptional faculty and staff.

- **Assess and expand academic programs**
  The next Dean will be expected to work with students and employers to understand future trends and marketplace demands that will influence curriculum and academic offerings. Opportunities exist for the development of new programs within the School, as well as opportunities to partner with other schools/colleges across the University to develop joint programs.

- **Enhance outcomes for students**
  Student success is a focus of Texas Southern and JHJ. The Dean will be responsible for ensuring excellent educational experiences through high-quality teaching and relevant curriculum, as well as through applied learning opportunities outside of the classroom. From removing institutional barriers to providing financial support, the Dean will be expected to identify strategies to improve student outcomes, including retention and graduation rates, as well as post-graduation opportunities.

- **Build impactful partnerships**
  Texas Southern's location in Houston provides exceptional opportunities to build stronger relationships with businesses, industry, and the community. The Dean will be expected to engage with external stakeholders to understand their needs as employers and community leaders, as well as the knowledge and skills that will be required of Texas Southern graduates in the future. This knowledge will help inform students' education and experiences and lead to mutually beneficial partnerships with business and industry that result in gifts and donations supporting the College's faculty, staff, and students.



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Professional Qualifications and Personal Qualities

The successful candidate must be an accomplished scholar, a strategic and transformational leader, and an effective administrator with a demonstrated commitment to academic excellence, research, innovation, and student success. The next Dean must possess an earned doctorate in a business-related discipline or a closely related field, and the credentials appropriate for a faculty appointment, and have demonstrated success in advancing organizational goals and fostering collaboration.

In addition, Texas Southern seeks a leader with many of the following professional qualifications and personal qualities:

- A distinguished record of scholarship, research, and professional achievement, including evidence of intellectual leadership and academic accomplishment.
- Successful leadership experience as a dean, department chair, center director, or in another role demonstrating increasing levels of administrative responsibility and achievement.
- Experience developing and implementing strategic initiatives that strengthen academic programs, support institutional priorities, and enhance organizational effectiveness.
- Demonstrated success supporting faculty excellence in teaching, scholarship, research, and service, including the ability to recruit, mentor, develop, and retain talented faculty and staff.
- Knowledge of current and emerging trends in business education, including technology, artificial intelligence, data analytics, workforce development, and experiential learning.
- Experience overseeing academic program development, assessment, accreditation activities, and continuous improvement efforts.
- An understanding of the importance of research and sponsored programs, with the ability to foster scholarly productivity, interdisciplinary collaboration, and grant activity.
- Strong financial and operational management skills, including experience with budgeting, resource allocation, strategic planning, and organizational leadership.
- Outstanding communication and interpersonal skills, with the ability to engage effectively with faculty, students, staff, alumni, business leaders, elected officials, and community partners.
- A demonstrated ability to build and sustain productive partnerships with industry, government, nonprofit organizations, and other external stakeholders.
- Experience or demonstrated potential in fundraising, constituent engagement, and securing external support for strategic initiatives, scholarships, faculty excellence, and program growth.
- A leadership style characterized by integrity, transparency, collaboration, sound judgment, and accountability.
- A clear vision for the future of business education and the ability to position the Jesse H. Jones School of Business for continued success in an increasingly dynamic and competitive environment.
- A commitment to preparing students to become ethical, innovative, and globally competitive business leaders who contribute meaningfully to their professions and communities.

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About Texas Southern University

Overview

Since its inception in 1927, Texas Southern University has been highly regarded as a premier producer of talent. It has grown from 300 students in its first summer to serving approximately 9,100 students today. Texas Southern's student body represents a wide range of backgrounds and experiences, including family educational history (49% are first-generation students), socioeconomic status (78% are Pell-eligible students), and nationality (2% are international).

Texas Southern is a comprehensive doctoral university offering a broad academic portfolio with over 100 undergraduate, graduate, and professional programs and concentrations organized into 10 academic colleges and schools. Accredited by the Southern Association of Colleges and Schools, Texas Southern honors its designation as a special-purpose institution for urban programming and research. Texas Southern is one of 13 Historically Black Colleges and Universities (HBCUs) to hold the Carnegie Classification of Institutions of Higher Education's coveted status as a Doctoral University of High Research Activity (R2). Its research prowess is demonstrated by grant awards increasing 48% over the past two fiscal years. Complementing this commitment to research, the University engages in partnerships that unite its knowledge and resources with those of the public and private sectors to enrich scholarship, research, and creative activity; enhance teaching and learning; prepare educated, engaged citizens; address critical societal issues; and contribute to the public good. The short-term goals are strategically focused on increasing student enrollment as well as strengthening funding that supports the University's endowment and research areas.

In the spring of 2026, the Board of Regents announced the institution's new strategic plan, entitled Ascend 2030, establishing a disciplined roadmap for the institution's next century of growth and impact. Grounded in the framework of Renew, Enhance, and Expand, Ascend 2030 aligns academic excellence, operational precision, and institutional growth around a single purpose: preparing graduates to lead and shape the future of Texas and the nation. This strategic plan prioritizes advanced technologies, including artificial intelligence, while recognizing that institutional progress is powered by people. It defines student success through measurable completion and career outcomes and leverages Houston to create an advanced urban living and learning environment. The plan also establishes a Collaboration Corridor that integrates academics, research, philanthropy, and industry partnerships to accelerate innovation and long-term growth.

Texas Southern's 150-acre campus is nestled in the heart of Houston's historic Third Ward, just minutes from downtown. The Texas Southern Tigers have women's and men's teams competing in intercollegiate athletics at the NCAA Division I FCS level. Texas Southern has been a member of the Southwestern Athletic Conference (SWAC) since 1954.

Jesse H. Jones School of Business

Established in 1955, the Jesse H. Jones School of Business (JHJ) at Texas Southern University has been at the forefront of business education, cultivating leaders equipped to navigate and influence the dynamic global marketplace. Situated in the heart of the fourth-largest city in the United States, the Jesse H. Jones School of Business offers students an exciting opportunity to combine their academic studies with activities that can enhance their understanding and involvement with the business community within the Greater Houston area. From campus-based organizations to corporate involvement programs, the School of Business reaches out to give each student an opportunity to obtain a well-rounded experience that is grounded in knowledge and specialized skills.

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JHJ stands as a beacon of excellence in business education, committed to developing leaders who are equipped to make significant impacts in their professions and communities. With its robust academic programs, esteemed faculty, and strategic location, JHJ offers a compelling environment for aspiring business professionals.

Mission

The Jesse H. Jones School of Business is a constituent part of Texas Southern University, a comprehensive metropolitan university, located in Houston, Texas. The School of Business offers baccalaureate and master's degree programs to a diverse student population that is primarily first-generation college students. The School's mission is to transform students into leaders in the global marketplace. To achieve the mission, the School provides quality education in an entrepreneurial, global context through effective teaching, theoretical and applied research, and community engagement in a student-centered environment.

Vision

The Jesse H. Jones School of Business will be a leading provider of quality business education, research, and engagement in an innovative and student-centered community of continual learners.

Degree Programs

JHJ offers a comprehensive suite of AACSB-accredited undergraduate and graduate programs designed to prepare students for leadership roles across various sectors. It consists of two departments: Accounting and Finance, and Business Administration, and offers five (5) undergraduate degrees and three (3) graduate degrees.

Undergraduate Programs (B.B.A.):

- Accounting
- Finance
- Marketing
- Management
- Management Information Systems

Professional Minors and Concentrations

- Business Administration (for non-business majors)
- Commercial Banking
- Entrepreneurship
- Human Resource Management

To learn more about the undergraduate program offerings, click here.

Graduate Programs:

- Master of Business Administration (M.B.A.)
- Executive M.B.A. (EMBA)
- Master of Science in Management Information Systems (M.S. in MIS)
- Data Analytics Graduate Certificate

To learn more about the graduate program offerings, click here.

Accreditation and Recognition

JHJ is accredited by the Association to Advance Collegiate Schools of Business (AACSB) International, a distinction earned by less than 5% of business schools worldwide. The School achieved its initial accreditation by

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the Assembly of Collegiate Schools of Business (now AACSB International) in 1968, the first of the Historically Black Colleges and Universities to receive this designation (HBCUs). After a period in the 1980s in which the School's accreditation was not reaffirmed, the School met the standards for AACSB accreditation in 2002. The School was granted a 10-year accreditation. The JHJ School recently reaffirmed its accreditation in May 2022.

World Class City, State-of-the-Art Facilities

Students experience an ideal setting in a state-of-the-art building, which provides students with an environment that nurtures academic growth and fosters an understanding of business processes and procedures from a real-life perspective. The faculty, a varied body of experienced academicians and researchers, provides academic stimuli that motivate and inspire students toward excellence. Unique academic programs within the School of Business provide the basic knowledge and specialized training, while also helping students acquire the social and cognitive skills required to succeed in the world's ever-changing business environment. The School of Business is also actively involved in basic and applied research that supports the quality education of its students.

Faculty Excellence

JHJ's faculty comprises experienced scholars and industry professionals dedicated to providing high-quality education and mentorship. As of fall 2025, the School has 57 faculty. Their backgrounds and research interests enrich the learning experience and ensure that students are well-prepared to meet the demands of the business world.

JHJ Business Advisory Council

Members of the Jesse H. Jones School of Business Advisory Council (BAC) play an important role in the strategy and operations of the business school. The council members help to serve the mission of the School to transform students into leaders in the global marketplace. They provide counsel to the Dean on strategic, operational, and financial direction for the School. The BAC helps to leverage the School's on-campus and off-campus efforts by generously sharing their time, talent, networks, and economic support. John Guess III serves as Chair, lending his leadership, expertise, and advice to the Council to support the JHJ School of Business to become a model twenty-first-century urban center for business education, learning, research, and service.

The 33 men and women on the council are each appointed to three-year terms and are selected for their demonstrated interest in and concern for the future of management education and business leadership development. Their commitment to the well-being and advancement of the School is evidenced by participation in its activities, knowledge, and understanding of its vision, mission, and objectives, which are important to their selection to serve. They are private- and public-sector leaders in small and large firms from the United States and around the world, and offer a wide array of perspectives and experiences to share.

Alumni Network

Graduates of JHJ have a strong track record of success, securing positions in various industries and contributing positively to their organizations. The School's alumni network serves as a valuable resource for current students, offering mentorship, networking opportunities, and career guidance.

Student Organizations

Student organizations at JHJ provide hands-on leadership, networking, and career-building opportunities. The Mack H. Hannah Junior Chamber represents student governance, while SIFE and SBLO develop leadership through business and community engagement. Industry-focused groups like Beta Alpha Psi, NABA, Future Bankers Club, and AMA connect students with top professionals. The Entrepreneurship Club fosters innovation, and Beta Gamma Sigma honors academic excellence. Whether refining skills, building connections, or gaining

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real-world experience, JHJ student organizations offer the platform to lead, grow, and succeed in business. Students graduate with more than a degree – they leave with a network and a competitive edge.

Leadership



Carl B. Goodman, Ph.D., Provost and Senior Vice President for Academic Affairs

Dr. Carl Goodman began his appointment as Provost and Senior Vice President for Academic Affairs on July 1, 2023.

Prior to joining Texas Southern, Dr. Goodman served as the Provost and Vice President for Academic Affairs at Bowie State University (BSU). Prior to that, Dr. Goodman served as Associate Provost for Academic Affairs and Student Services at Florida A&M University (FAMU). He enjoyed nearly 30 years of a distinguished career in teaching, research, and service in FAMU's flagship program, the College of Pharmacy and Pharmaceutical Sciences, recognized as a top-five pharmacy program in generating U.S. patents. As Assistant Dean for Research and Graduate Studies and as the Pharmaceutical Sciences Division Director, he restructured a vibrant graduate program through faculty development, key hires, and student recruitment. He also developed a new Bachelor of Science program in the pharmaceutical sciences in the College. Dr. Goodman has a strong track record in securing grants, with more than $39 million in research and student training grants awarded to strengthen FAMU's research capacity and infrastructure.

Additionally, Dr. Goodman has extensive experience as a researcher on grant-funded programs and is passionate about providing research opportunities for undergraduates, graduate students, and faculty. As co-principal investigator for the FAMU Research Centers in Minority Institutions Program, he directed a $14.8 million grant from the National Institutes of Health (NIH) and the National Institute for Minority Health and Health Disparities. He has co-authored or authored more than 39 peer-reviewed articles. His research interests include the molecular and cellular basis of opioid tolerance and addiction.

Dr. Goodman holds a Ph.D. in pharmacology/toxicology from Florida A&M University and a B.S. in biology and psychology from Jacksonville University. He was a postdoctoral NIH fellow at the National Institute of Drug Abuse.

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Houston, Texas

The Greater Houston Area is the fourth most populous metropolitan area in the United States. Houston is home to the country's most diverse community, with no ethnic or racial majority, and the city welcomes people from across the nation and the world. Ranking third in the number of foreign consulates it houses, Houston is truly an international city. More than 90 languages are spoken in the Houston area.

One of only five American cities with resident professional companies in all four major performing arts – ballet, opera, theater, and symphony – Houston also boasts professional football, baseball, basketball, and soccer teams. The *New York Times* called Houston possibly the most interesting city in America for young artists. The Houston area contains more than 55,000 acres of parks, public green space, and open water. The Kemah Boardwalk and the city of Galveston on the Gulf Coast offer outdoor and water recreation. Businesses also recognize the allure of Houston's offerings. Twenty-five companies on the *Fortune 500* list call the Energy Capital of the World home. Aeronautics research is unsurpassed at NASA headquarters, and the Texas Medical Center remains the largest in the world, with 47 highly lauded research and treatment institutions.

More information on Houston can be found here: https://www.visithoustontexas.com/about-houston/.



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Procedure for Candidacy

This search is led by Christine J. Pendleton and Bronwen Bares Pelaez, Ph.D., of WittKieffer. To receive the fullest consideration, candidate materials should be submitted through the WittKieffer Candidate Portal. New Candidate Portal users should select “Register Here” to create an account before proceeding. After logging in, navigate to “Open Positions,” then locate the role by entering the institution’s name and clicking the search wheel. Applicants should submit, as separate documents, a CV or résumé and a letter of interest that addresses the themes outlined in this profile. Candidate materials should be received by **September 8, 2026**.

Nominations and inquiries may be directed to:

Bronwen Bares Pelaez, Ph.D., at bbarespelaez@wittkieffer.com

It is the policy of Texas Southern University to provide a work environment that is free from discrimination for all persons regardless of race, color, religion, sex, age, national origin, individuals with disability, sexual orientation, or protected veteran status in its programs, activities, admissions or employment policies. This policy of equal opportunity is strictly observed in all University employment-related activities such as advertising, recruiting, interviewing, testing, employment training, compensation, promotion, termination, and employment benefits. This policy expressly prohibits harassment and discrimination in employment based on race, color, religion, gender, gender identity, genetic history, national origin, individuals with disability, age, citizenship status, or protected veteran status. This policy shall be adhered to in accordance with the provisions of all applicable federal, state and local laws, including, but not limited to, Title VII of the Civil Rights Act.

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SHANI NICOLE ROBINSON, PhD, CPA

EDUCATION

University of North Texas – Denton, Texas **2011**
PhD in Accounting; Minor: Organizational Behavior & Psychology

Sam Houston State University – Huntsville, Texas **2003**
Master of Business Administration (MBA – Accounting emphasis)

Sam Houston State University – Huntsville, Texas **2001**
Bachelor of Business Administration (BBA – Accounting); Cum Laude

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant (CPA) – State of Texas **2003**
EQ-i 2.0 Certified Practitioner (Emotional Intelligence) **2025**

ACADEMIC & ADMINISTRATIVE EXPERIENCE

Sam Houston State University – College of Business Administration **2019 – present**
Senior Associate Dean (09/2023 – present)
Interim Director, SHSU Career Success Center (03/2026 – 08/2026)
Interim Dean (06/2022)
Associate Dean (11/2019 – 08/2023)

Sam Houston State University is a doctoral research institution (Carnegie R2), a Hispanic Serving Institution, and a recognized national leader in social mobility. The College of Business Administration serves approximately 3,200 students with 120 faculty and staff across six departments.

Scope of Responsibility

Portfolio includes primary oversight of student success and faculty success initiatives, college strategic planning, AACSB accreditation, marketing and communications, executive education, artificial intelligence integration, student recruitment and outreach, college advisory councils, strategic partnerships, and community engagement. Serve as the dean's designee in faculty interviews, university councils, and external engagements.

Strategic Planning and AACSB Accreditation

- Co-chaired the college's five-year strategic plan task force, building the plan through input from faculty, staff, students, alumni, and external business leaders; selected by the President's Cabinet to co-lead a university-wide strategic goal task force
- Helped write the college's AACSB Continuous Improvement Review report alongside the dean and fellow associate deans, authoring several sections including the retention and graduation narratives; report completed one year ahead of the submission deadline, with external consultants engaged to recommend strategic enhancements
- Contributed to the college's prior reaffirmation of accreditation with AACSB International

Artificial Intelligence and Curricular Innovation

- Lead artificial intelligence integration for the college across curriculum, faculty development, and program design; 56 courses incorporated emerging technologies in 2025-26
- Spearheading the college's partnership with an external artificial intelligence and data skills provider, which launched an AI literacy course for all college faculty and staff in 2026 with certification on completion, hands-on support for AI course integration, and delivery through the College of Business Career Readiness Academy
- Launched the college's first Executive Education and Leadership Workshop at The Woodland Center with four faculty presenters; delivered the session on emotional intelligence and strategic

influence

- Primary oversight for several standing college committees including career readiness, emerging technologies in business education, teaching effectiveness, marketing and communications, and student recruitment and outreach
- Serve on the university's Academic Affairs Artificial Intelligence Workgroup, which coordinates artificial intelligence efforts across all colleges

Student Success and Outcomes

- Volunteered the college to pilot an academic recovery program for students on probation and suspension; with the Academic Success Center and course redesign funded primarily through a Strengthening Institutions Partnership grant, reduced D, F, and withdrawal rates in required courses by approximately 12 percent
- Direct the college's tutoring program for quantitative courses, which delivered 2,605 tutoring appointments to 417 unique students in 2025-26
- Oversee all college and departmental scholarships, which grew from approximately $300,000 in 2020 to $634,000 in 2026
- Led the creation of the Center for Building Business Professionals, which coordinates internships, employer engagement, and career readiness, and established the Career Readiness Academy as a graduation requirement for all college students beginning in fall 2026
- Partner with the Office of First Year Experience to offer college sections of the university's freshman course, six sections in fall 2025, each including a financial literacy component; established the Dean's Student Advisory Council with the dean

Advisory Councils and Stakeholder Engagement

- Help lead the college's advisory councils, including the COBA Advisory Council and the Young Alumni Advisory Council, which was created under my leadership and endorsed the Career Readiness Academy graduation requirement
- Worked with accounting faculty and the dean's office to establish the Accounting Department Advisory Council
- Helped build partnerships and agreements with more than 100 businesses, community colleges, and community organizations

Faculty and Staff Development

- Led onboarding for new department chairs over two years; represent the dean's office in faculty interviews and have chaired or served on multiple faculty and staff searches, including the Associate Dean search
- Oversee staff development initiatives for the college; partner with chairs and the dean on faculty selection, merit and salary decisions, and professional development
- Oversaw the college's internal summer research grant program and primary data collection fund for several years; partnered with the Office of Research and Sponsored Programs to help expand external funding and grant activity

Recruitment, Fundraising, and External Relations

- Lead the college's outreach to community colleges and high schools; built a strategic recruitment plan and established a standing committee to carry it, with 2025-26 outreach including regional recruiting events reaching several hundred prospective students
- Contributed alongside the dean to securing a $5 million gift funding a financial trading floor with Bloomberg terminals, completed in summer 2026
- Partnered with Alumni Relations and the Small Business Development Center on an alumni career panel, the college's first student entrepreneurship showcase and pitch competition, and an awards dinner honoring alumni-owned businesses

Sam Houston State University – Department of Accounting **2011 – 2019**

Full Professor (2022 – present)
Assistant Department Chair (2019)
Associate Professor (2017 – 2019)
Assistant Professor (2011 – 2017)

University of North Texas **2007 – 2011**
Research and Teaching Assistant / PhD Student

Sam Houston State University – Department of Accounting **2004 – 2007**
Accounting Lecturer

PROFESSIONAL EXPERIENCE

Geneva Nicole Strategies, LLC **2025 – present**
Founder and Principal Consultant
Leadership development and consulting practice. Work includes executive coaching, leadership team retreats, staff development sessions, and keynote speaking for corporate, nonprofit, higher education, and K-12 clients.

Robert Half International, Inc. – The Woodlands, Texas **2004**
Accounting Staffing Manager

PricewaterhouseCoopers – Houston, Texas **2001 – 2004**
Tax Associate, Private Client Services Group (2002 – 2004); Audit Intern (2001)

TEACHING EXPERIENCE & AWARDS

Courses Taught

- Principles of Financial Accounting (in-person, online, and hybrid)
- Principles of Managerial Accounting
- Intermediate Accounting (in-person, online, and hybrid)
- Income Tax
- Auditing

Teaching Recognition: Awards and Nominations

- Nominated for Excellence in Teaching Award – Sam Houston State University – 2019, 2018, 2017, 2016, 2015, 2014, 2013
- Texas Society of CPAs – Outstanding Accounting Educator Award, Nominee, 2018
- Achievement in Education Award, National Association of Black Accountants (NABA), Houston Professional Chapter, 2017
- Ranked as one of the top 10 Accounting Professors in Texas – The Accounting Path, 2015

PUBLICATIONS & SCHOLARLY ACTIVITIES

Book

When Reliability Becomes a Liability: How Emotionally Intelligent Leaders Align Purpose, People, and Performance. Robinson, S. N. Process Pro Press. 2026.

Refereed Journal Publications

“Improving Auditor Performance Evaluations: The Impact on Self-Esteem, Professional Skepticism, and Audit Quality.” *Journal of Corporate Accounting & Finance*. Blix, L., Robinson, S., Chui, L. & Pike, B. 2021.

“Disentangling the Trait and State Components of Professional Skepticism: Specifying a Process for Scale Development.” *Auditing: A Journal of Practice and Theory*. Robinson, S. N., Curtis, M. B., and Robertson, J. 2018. Vol. 37(1).

“One Course May Not Fit All: Online Accounting Course Offerings.” *Journal of Higher Education Theory and Practice*. Robinson, S. and Racca, J. 2016. 16(2).

“The Effect of Accountability on Individual Brainstorming Preparation.” *Journal of Accounting and Free Enterprise*. Robinson, S., Morris, J. T., & Henderson, C. Fall 2015. 1(1).

“Making the Most of Knowledge Sharing.” *Management Accounting Quarterly*. Stone, D., Cockrell, C. and Robinson, S. Fall 2013. 15(1).

“The Effects of Contextual and Wrongdoing Attributes on Organizational Employees’ Whistleblowing Intentions Following Fraud.” *Journal of Business Ethics*. Robinson, S., Robertson, J. and Curtis, M. B. 2012. 106(2).

“On the Use of Partial Least Squares Path Modeling in Accounting Research.” *International Journal of Accounting Information Systems*. Lee, L., Petter, S., Fayard, D. and Robinson, S. December 2011. 12(4).

Contributions to Published Articles

“Bridge the Generation Gap with your Students: How Boomer and Generation X Faculty Can Build Stronger Relationships with Today’s Students.” American Institute of Certified Public Accountants (AICPA), written by Lea Hart. 2016. Served as a source for the article.

Refereed Abstract Presentations

Mitigating Career Indecision and Job Resignation through Career Exploration and Self Reflection, with C. Henderson, T. England, and R. Rankin. Presented at the GGC Teaching, Learning, and Research Symposium. January 2023.

The Influence of Leaders, Social Dominance Orientation, and Burnout Performance During a Pandemic, with A. Simmons. Presented at the 2022 American Accounting Association Southwest Annual Meeting, New Orleans, LA.

The Influence of Transformational Leaders on Key Factors in Audit, with A. Simmons. Presented at the Southwest Academy of Management Conference, FBD, San Antonio, TX. March 2020.

Peer-Reviewed Conference & Workshop Presentations

Mitigating Career Indecision and Job Resignation through Career Exploration and Self Reflection, with C. Henderson, T. England, and R. Rankin. Selected for Best Paper Award. American Accounting Association Southwest Regional Conference. Houston, TX. March 2023.

Improving Auditor Performance Evaluations: The Impact on Self-Esteem, Self-Determination, and Professional Skepticism, with L. Blix, L. Chui and B. Pike. 2019 Southwest Regional Meeting of the American Accounting Association. Houston, TX.

How to Prepare Today to be the Transformational Leader of Tomorrow. 2019 Sam Houston State University Diversity Leadership Conference. Huntsville, TX.

Self-Esteem and Its Overall Effect on Professional Skepticism, with L. Blix. American Accounting Association Annual Meeting. Washington, D.C. August 2018.

State Skepticism: Determinants and Outcomes, with M. B. Curtis and J. Robertson. Colorado State University Research Workshop. March 2017.

Examining the Generational Gap in the Expectations Between Today’s College Students and Faculty, with C. Henderson, B. Brewer and R. Daigle. American Accounting Association Annual Meeting. New York, NY. August 2016.

One Course Does Not Fit All: Considering the Impact of Accounting Course Offerings and Student Outcomes, with J. Racca. FBD Decision Sciences Institute Southwest Regional Meeting. Houston, TX. March 2015.

A Person-Situation Approach to the Examination of Professional Skepticism: Consideration of Goal Framing and Time Pressure. University of Kentucky Research Workshop. September 2014.

The Effects of Accountability on Individual Brainstorming Performance, with J. Morris and C. Henderson. American Accounting Association Southwest Regional Meeting. March 2014.

One Course Does Not Fit All: Considering the Impact of Accounting Course Offerings and Student Outcomes, with J. Racca. 2013 Accounting Education and Research Forum. Texarkana, TX. November 2013.

An Excel-Based Expenditure Cycle Auditing Case, with R. J. Daigle and J. Taylor Morris. American Accounting Association Annual Meeting. Anaheim, CA. August 2013. Paper selected as a candidate for the George Krull/Grant Thornton Innovation in Teaching Award.

A Person-Situation Approach to the Examination of Professional Skepticism: Consideration of Goal Framing and Time Pressure. American Accounting Association Midyear Section Meeting. New Orleans, LA. January 2013.

A Person-Situation Approach to the Examination of Professional Skepticism: Consideration of Goal Framing and Time Pressure. American Accounting Association Midyear Meeting, Accounting, Behavior and Organizations Section. Atlanta, GA. October 2012.

Context Matters, Particularly in Fraud Detection: The Effects of Situational Attributes on Whistleblowing Intentions. Robinson, S., Robertson, J. & Curtis, M. B. AAA Forensic and Investigative Section Annual Conference. Baton Rouge, LA. May 2010.

Partial Least Squares Path Modeling and Accounting Research: A Methodological Note. Lee, L., Petter, S., Fayard, D. & Robinson, S. 1st Annual Pre-ICIS Workshop on Accounting Information Systems. Phoenix, AZ. December 2009.

The Lack of Minority Professors in Higher Education. Nance, S., Hill, K. L., Tucker, S. H., & Tucker, C. D. American Society of Business and Behavioral Sciences Eleventh Annual Meeting. February 2004. Proceedings Abstract.

Research Grants

Sam Houston State University, College of Business Summer Research Grant. August 2019.
Sam Houston State University, College of Business Summer Research Grant. August 2013.
Sam Houston State University, College of Business Summer Research Grant. August 2012.

SELECTED KEYNOTE & INVITED ADDRESSES

Keynote Speaker – SHSU Small Business Development Center, Small Business Celebration Luncheon, Huntsville, TX, May 2026 (covered by The Huntsville Item)

Presenter – “Emotional Intelligence and Strategic Influence,” SHSU COBA Executive Education and Leadership Workshop, The Woodlands Center, May 2026

Panelist – Deans Panel, SWDSI Program, Federation of Business Disciplines Annual Conference, Richardson, TX, 2026

Workshop Presenter – Leadership and Teamwork, American Accounting Researchers & Educators, FBD Annual Conference, Richardson, TX, 2026

Panelist – MLK Day of Service Symposium on Wealth Building and Entrepreneurship, Xi Alpha Omega Chapter, Alpha Kappa Alpha Sorority, Incorporated, 2026

Speaker – Sam Houston 79 Awards Dinner honoring Bearkat-owned and Bearkat-led businesses, SHSU, 2025

Keynote Speaker – Smith Hutson Scholars Fall Retreat, Huntsville, TX, 2022

Keynote Speaker – GMZ STEM Camp Annual Gala, Brazoria, TX, 2018

HONORS, AWARDS, & NOMINATIONS

Keys of Excellence Award – Orange Keys Honors Organization, 2024

Selected for AASCU Becoming a Provost Academy, 2024
Selected as one of 35 administrators for the AASCU Emerging Leaders Program, 2023
Selected as a Texas Academic Leadership Academy (TALA) Fellow, Cohort 4, 2022
Dedre' P. Jefferson Humanitarian Award, SHSU Alumni Association, 2019
Houston Business Journal Top 40 Under 40 Award – Nominee, 2019
Texas Society of CPAs – Outstanding Accounting Educator Award – Nominee, 2018
Achievement in Education Award, National Association of Black Accountants (NABA), Houston Professional Chapter, 2017
Nominated for Excellence in Teaching Award – Sam Houston State University – 2019, 2018, 2017, 2016, 2015, 2014, 2013
Ranked as one of the top 10 Accounting Professors in Texas – The Accounting Path, 2015
University of North Texas Honors Day Faculty Recognition, 2010
University of North Texas Outstanding Accounting Doctoral Student, 2010
KPMG Doctoral Fellowship Recipient, 2007 – 2011
American Institute of Certified Public Accountants Doctoral Fellowship Recipient, 2007 – 2011
University of North Texas Accounting Department Alumni Doctoral Research Scholarship, 2007 – 2010

SERVICE ACTIVITIES

Member – Walker County Career Development Council, 2026 – present
Council Member & Selection Committee – Smith-Hutson Scholarship Program, SHSU, 2020 – present (need-based completer scholarship awarding up to $21,000 annually toward a baccalaureate degree)
Representative – The Woodlands Area Chamber of Commerce Business Summit, 2025
Board Member – Undergraduate Research Advisory Board, SHSU, 2025
Board Member – Student Success Advisory Board, SHSU, 2025
Moderator – CPA Exam Pathways Panel, American Accounting Researchers & Educators, 2025
Moderator – "Conversations with Administrators" SHSU Campus-wide Program, 2024
Co-Chair – SHSU COBA Strategic Planning Task Force, 2023 – present
Guest Speaker – GMZ Education & Development Center, College Prep Workshop, 2023
Guest Presenter – "The Magic of Mentoring" Workshop, SHSU Learning Academies, 2023
Search Committee Chair – SHSU COBA Associate Dean Search, 2023
Project Lead – Student Success (NISS) SHSU Operational Team, 2022 – 2023
Group Leader/Mentor – Texas Academic Leadership Academy (TALA), Cohort 5, 2023
Mentor – SHSU Pathfinders Mentoring Program, 2022 – 2023
Co-Lead – SHSU Strategic Planning Task Force, 2022
Board Member – GMZ Education Foundation, 2022 – present
Presenter – SHSU Learning Academies, Leadership at Every Level, 2022, 2023
SHSU Chief Financial Officer and Senior VP Search Committee, Member, 2022
The PhD Project, Accounting Doctoral Student Association Mentoring Initiative, 2021
Women in Business Education International Organization (WiBE) – Member, 2020 – 2023
SHSU Council of Academic Associate Deans (CAAD), 2019 – present
SHSU Academic Affairs Council (AAC), 2019 – present
SHSU Academic Dishonesty Workgroup, 2020 – 2021
SHSU Investigating Committee, 2021
Texas Academic Leadership Academy (TALA) – 2021 – 2022 Fellow, Cohort 4
Building a Burnout Resistant Campus Day – Co-Presenter, Staff Breakout Session, 2021

SHSU SAM Advising Center Associate Director Search Committee, Member, 2021
Sub-Committee to Review Academic Policy 860904 Experiential Learning, Member, 2020 – 2021
Texas Transfer Alliance Strategy Convening, Academic Affairs Representative, 2020 – 2021
AASCU 2021 Academic Affairs Winter Meeting, Attendee
Mentor – SHSU Evolve Academic Support Program, 2021 – 2023
Speaker/Presenter – SHSU TRIO, ELITE & Evolve Leadership Series Workshops, 2021
SHSU Presidential Search Committee, Member, 2020
Leadercast Women's Conference, SHSU, Moderator, 2019
Faculty Advisor – SHSU NABA Student Chapter, 2011 – 2019
Guest Presenter – FWCOC College Prep Seminar, Texas Southern University School of Business, November 2019
Klein ISD Research Expo, Appraiser/Judge, 2019
AACSB/PhD Project Aspiring Leaders Seminar, Tampa, FL, June 2019
SHSU Accounting Department Stakeholder Relations Committee, Chair, 2019
SHSU Accounting Department Internship Program Committee, Chair/Coordinator, 2019
Guest Speaker – French Elementary School Financial Literacy Presentation, May 2019
Guest Presenter – Goodman Elementary School Career Day, January 2019
KPMG Faculty Symposium, Participant, Chicago, IL, May 2018
Guest Presenter – FWCOC College Prep Seminar, October 2018
SHSU Accounting Department Scholarship Committee, Chair, 2016 – 2019
SHSU COBA Communications Goal Assessment Team, Committee Member, 2017 – 2019
Treasurer – French Elementary Parent Teacher Organization, 2018 – 2020
Treasurer – American Accounting Association Southwest Region, 2014 – 2017
Secretary – American Accounting Association Southwest Region, 2014 – 2017
NABA Houston Professional Chapter, Member, 2017, 2018
Reviewer – Managerial Auditing Journal, 2015 – 2016
Reviewer – Journal of Accounting and Free Enterprise, 2016
Guest Presenter – FWCOC College Prep Seminar, 2016
Guest Presenter – Creighton Elementary Career Day, 2016
SHSU COBA Learning Retreat – Panelist/Speaker, 2016
Reviewer – Spilker Individual Income Tax Textbook, 2015
McNair Scholars Program, Faculty Mentor, 2014 – 2015
SHSU Institutional Review Board for Protection of Human Subjects Committee, 2013 – 2016
Guest Presenter – Alief ISD AVID College Preparatory Courses, 2015
KPMG / Boys and Girls Club of Huntsville "Day of Literacy," 2013, 2014, 2015
Alpha Phi Alpha Fraternity, Inc. – Black and Gold Scholarship Pageant, Judge, 2014
Guest Speaker – Discovery Youth Foundation, 2013
COBA Critical Thinking Assessment Test, Grader, 2013
Volunteer Reviewer – 2014 American Accounting Association Southwest Regional Meeting
Reviewer – McGraw Hill Income Tax Textbook, 2014 Edition
Reviewer – McGraw Hill Income Tax Textbook, 2013 Edition
Faculty Advisor – University of North Texas NABA Chapter, 2008 – 2011
University Interscholastic League (UIL) Accounting Contest Director, 2006 – 2007
Volunteer Income Tax Assistance (VITA), 2000 – 2002

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Personnel & Litigation

ITEM: Request Approval of a 3% Market-Based Salary Adjustment for Eligible Texas Southern University Faculty Staff, Effective November 1, 2026, Funded Within the Existing Fiscal Year 2027 Operating Budget

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests Board of Regents approval to implement a 3% market-based salary adjustment for eligible Texas Southern University faculty and staff, effective November 1, 2026. The adjustment is intended to improve alignment of University salaries with the labor market, strengthen employee retention, and support workforce stability. The adjustment will apply to all employees, excluding faculty at the Dean level and above and administrative employees at the Vice President level and above. Additionally, this adjustment only applies to employees working with the organization as of April 30, 2026.

The proposed adjustment has an annualized fiscal impact of approximately $3.0 million, with a fiscal year 2027 impact of approximately $2.5 million, reflecting 10 months of implementation. The increase will be funded within the existing fiscal year 2027 operating budget through the elimination of costs associated with a new headcount initiative that ensures approved headcount aligns with ASCEND 2030 and the University's core mission and priorities.

Board approval is requested to authorize this compensation initiative. A comprehensive compensation study will be completed by the end of the year to evaluate market competitiveness, internal equity, and future compensation needs, with additional recommendations to be presented to the Board as and when deemed appropriate.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: Not-to-Exceed (NTE) | $3,000,000.00
1000-11001-7010-70 | Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Fiscal Year 2027 Cost of Living Increase Presentation

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 02.02.01-Pay Guidelines for Staff Employees
MAPP Policy: 02.02.02-Classification of Staff Jobs
MAPP Policy: 03.03.01-The Planning and Budgeting Process

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.2 Drive student success and outcomes
3.3 Invest in faculty and staff professional development
3.5 Ensure long-term legacy- diversify revenues, grow endowment

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

10/26/2026

GENERAL COUNSEL **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

CHIEF FINANCIAL OFFICER

10/26/2026

DATE

James Crawford (Oct 26, 2026 20:57:49 CDT)

PRESIDENT

10/26/2026

DATE



Fiscal Year 2027
Cost of Living Increase

FY2027 – Targeted Cost of Living Adjustment

Board of Regents Informational Update – Effective November 1, 2026

Purpose & Eligibility

Implement a proposed 3% market adjustment to improve market competitiveness, employee retention, and workforce stability. Eligible employees must have been employed as of April 30, 2026. Faculty at the Deal level and above, administrative employees at the Vice President level and above, contract employees, and contractors are excluded.

Why 3%?

An affordable initial adjustment toward market alignment, balancing employee compensation needs with the University's financial capacity and institutional priorities.

Next Step

Complete the comprehensive compensation study by December 2026 to assess market competitiveness, internal equity, and future compensation needs, with additional recommendations presented to the Board as appropriate.

Fiscal Impact & Funding

- ❑ $2.5M FY2027 cost (10 months; not to exceed)
- ❑ $3.0M annualized costs
- ❑ $0 Incremental budget requested

Funded within the existing FY2027 operating budget through salary budget reductions associated with University headcount initiatives.

Workforce Governance

New headcount requests will be evaluated against ASCEND 2030, the University's core mission, institutional priorities, and demonstrated operational needs. Associated salary budget reductions will fund the proposed adjustment.



Thank you!

TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Request Approval to Negotiate and Execute Contracts for Facilities, Maintenance, and Related Services

DATE PREVIOUSLY SUBMITTED: June 2, 2023

SUMMARY: The Administration requests approval to authorize the President, or designee, to negotiate and execute contracts and related agreements with qualified contractors to provide facilities maintenance, Mechanical, Electrical, and Plumbing (MEP), environmental and remediation, emergency response and restoration, and other specialized facilities and ifrastructure support services.

Board Policy 51.01 limits the President's contracting authority to $250,000. Accordingly, the Administration requests Board approval to delegate authority to the President to negotiate and execute contracts exceeding $250,000 for the services described herein, subject to an aggregate not-to-exceed amount of $3,500,000. The requested delegation shall expire on August 31, 2027, at the end of fiscal year 2027.

The University is responsible for maintaining its facilities and infrastructure in a safe, reliable, and operational condition in support of its academic mission and campus community. This requires access to qualified contractors with the expertise, personnel, equipment, and resources necessary to perform routine and preventative maintenance, address critical building and infrastructure systems, and respond to emergency and unforeseen conditions.

The requested contracting authority will provide the University with the flexibility to address facilities needs in a timely manner, supplement internal resources, when necessary, maintain critical systems and infrastructure, protect University assets, and minimize disruptions to campus operations.

Services may include, but are not limited to:

Facilities Maintenance and General Trades – Routine and preventative maintenance, corrective repairs, roofing and building envelope, carpentry, doors and hardware, painting, flooring, grounds, and other general building and infrastructure services.

Mechanical, Electrical, Plumbing (MEP), and Critical Infrastructure – HVAC and central plant systems, electrical distribution, plumbing and utility systems, building automation and controls, generators and emergency power, fire and life-safety systems, and related inspection, testing, maintenance, repair, and replacement.

Environmental, Health, Safety, and Remediation – Environmental assessment, testing, monitoring, remediation and abatement, including mold, asbestos, lead, indoor air quality, water intrusion, hazardous and regulated materials, specialty cleaning, and related environmental services.

Emergency Response, Restoration, and Continuity of Operations – Emergency repairs, water extraction and structural drying, storm and casualty restoration, temporary stabilization, emergency power generation, onsite fueling, disaster recovery, and other services necessary to maintain or restore University operations.

Specialized Facilities and Infrastructure Support – Specialized inspection, testing, maintenance, repair, replacement, treatment, and operational support for University buildings, grounds, utilities, equipment, and infrastructure

Oversight and Reporting – The Administration will provide the Board with a monthly report of all uses of the delegated authority to negotiate and execute contracts exceeding $250,000, in a format to be developed jointly by the Board and Administration.

The availability of these services is necessary to maintain the University's facilities and critical infrastructure, address operational requirements as they arise, and ensure the University can respond effectively to conditions that may impact the safety, reliability, or continuity of campus operations.

All contracts and related expenditures will be executed in accordance with applicable laws, procurement requirements, University policies and procedures, and the availability of funds.

Pursuant to the Governor's Budget Execution Order issued under Texas Government Code §317.005(b), I certify that the expense item below is necessary to support and maintain in educational and general activities; operational commitments; existing debt services, scholarships, utilities, facilities, equipment, respond to emergencies; and general operational costs.

Procurement Method

The University will procure these services in accordance with applicable state law, University policy, and established procurement requirements. Based on the nature, scope, and availability of the required services, the University will utilize competitively procured cooperative purchasing agreements, where determined to provide best value to the University, or issue a competitive solicitation to identify and engage qualified contractors.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):

Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: Not-to-Exceed (NTE) | $3,500,000.00
9014-61200-38627 | State-Appropriated Funds 1000-61410-7266-70
| Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

None

RELATED BOARD BYLAW, POLICY AND/OR MAPP:

Board Policy 51.01
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 04.01.01-Facilities Acquisition, Construction, or Renovation
MAPP Policy: 04.01.03-Facilities Rehabilitation, Repair, Alteration, and Construction Construction
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends that the Board approve the delegation of authority to the President to negotiate and execute contracts exceeding $250,000 for the services described herein, subject to an aggregate not-to-exceed amount of $3,500,000, through August 31, 2027, and the monthly reporting requirement described herein.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:

3.4 Update and expand physical spaces

TEXAS SOUTHERN UNIVERSITY BOARD OF REGENTS AGENDA

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL

10 /30/2026

DATE

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

CHIEF FINANCIAL OFFICER

10/30/2026

DATE

James Crawford (Nov 5, 2026 17:42:04 CST)

PRESIDENT

11/05/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Request Approval of the Program of Requirements for the Proposed Thurgood Marshall Law Center

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval of the Program of Requirements (POR) for the proposed Thurgood Marshall Law Center. The POR establishes the programmatic, functional, space, and operational requirements that will guide the planning and design of the new facility and represents the culmination of a comprehensive planning process conducted in coordination with University leadership, faculty and key stakeholders, and the project planning and design team.

The POR addresses the University's current and future requirements for instructional and academic spaces, moot courtrooms, faculty and administrative offices, the law library, legal clinics and institutes, student support and collaborative spaces, technology, building support functions, and other areas necessary to advance the academic mission of the University's law center.

Approval of the POR will establish the University's programmatic requirements for the project and provide the framework necessary to advance the project through subsequent planning and design phases, subject to applicable university policies, statutory requirements, and Board approvals.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S): N/A

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:
Program Verification Study Report

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 73.03
ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
1.1 Align academic programming with industry demand
1.2 Drive student success and outcomes
1.3 Grow total enrollment
2.2 Build stackable credential options and educational pathways
2.3 Strengthen university partnerships
3.1 Improve student experience — streamline processes/technology
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL

10/19/2026
DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb

10/19/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Oct 19, 2026 17:43:28 CDT)

10/19/2026

PRESIDENT **DATE**



TEXAS SOUTHERN UNIVERSITY - THURGOOD MARSHALL LAW CENTER

PROGRAM VERIFICATION STUDY REPORT

SMITHGROUP Kirksey ARCHITECTURE

September 30, 2026

PROJECT TEAM

Texas Southern University - Thurgood Marshall School of Law

Texas Facilities Commission

Broaddus & Associates

DESIGN TEAM

Kirksey

SmithGroup

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SMITHGROUP

PROGRAM VERIFICATION APPROVAL

Program Verification Study for the Thurgood Marshall Law Center
Texas Southern University | Houston, TX

Please sign below indicating that you have reviewed the information contained within the Program Verification Study Report. Signature signifies that the parties concur that the Program of Requirements is complete and accurate for the above referenced project.

. . . . . .

James W. Crawford III, J.D. Date

President

. . . . . .

Rodney D. Smith, Ph.D. Date

Chief Administration Officer/Senior Vice President

. . . . . .

Carl B. Goodman, Ph.D. Date

Provost/Senior Vice President for Academic Affairs

. . . . . .

Melanie Jackson, Date
M.P.A, APM, CPSM, CTCT, CTCM

TSU, Chief Operating Officer



SECTION 01

EXECUTIVE SUMMARY

PROJECT OVERVIEW

The design team of Kirksey and SmithGroup, commissioned by the Texas Facilities Commission (TFC), has completed a Program Verification Study for the new Texas Southern University Thurgood Marshall Law Center (TSU-TMLC) building, which will house the Thurgood Marshall School of Law (TMSL). Using the Program of Requirements (POR) prepared by Broaddus & Associates (February 2026) as a baseline, the design team evaluated, refined, and updated the space program to better reflect the current needs, aspirations, and operational realities of the school as well as to be able to accommodate a projected enrollment of 650 students in the future..

PROCESS

The program verification process was conducted through a structured series of stakeholder engagements, including:

- An in-person kick-off session with the Building Steering Committee, which included a project overview, a facilitated visioning exercise, and a review of current trends in legal education and peer law school benchmarks.
- In-person focus groups (August 26, 2026) with representatives from Clinics & Earl Carl Institute (ECI), Library, Events, and Instructional spaces, paired with a walkthrough of the existing TMSL and ECI facilities.
- Virtual follow-up focus groups (September 2–3, 2026) with student, faculty, and administrative stakeholder groups.
- A virtual Steering Committee review (September 16, 2026) to assess initial findings and provide directional guidance.
- Virtual follow-up focus group (September 25, 2026) to review ECI and Clinics as a combined suite.

FIVE GUIDING PRINCIPLES

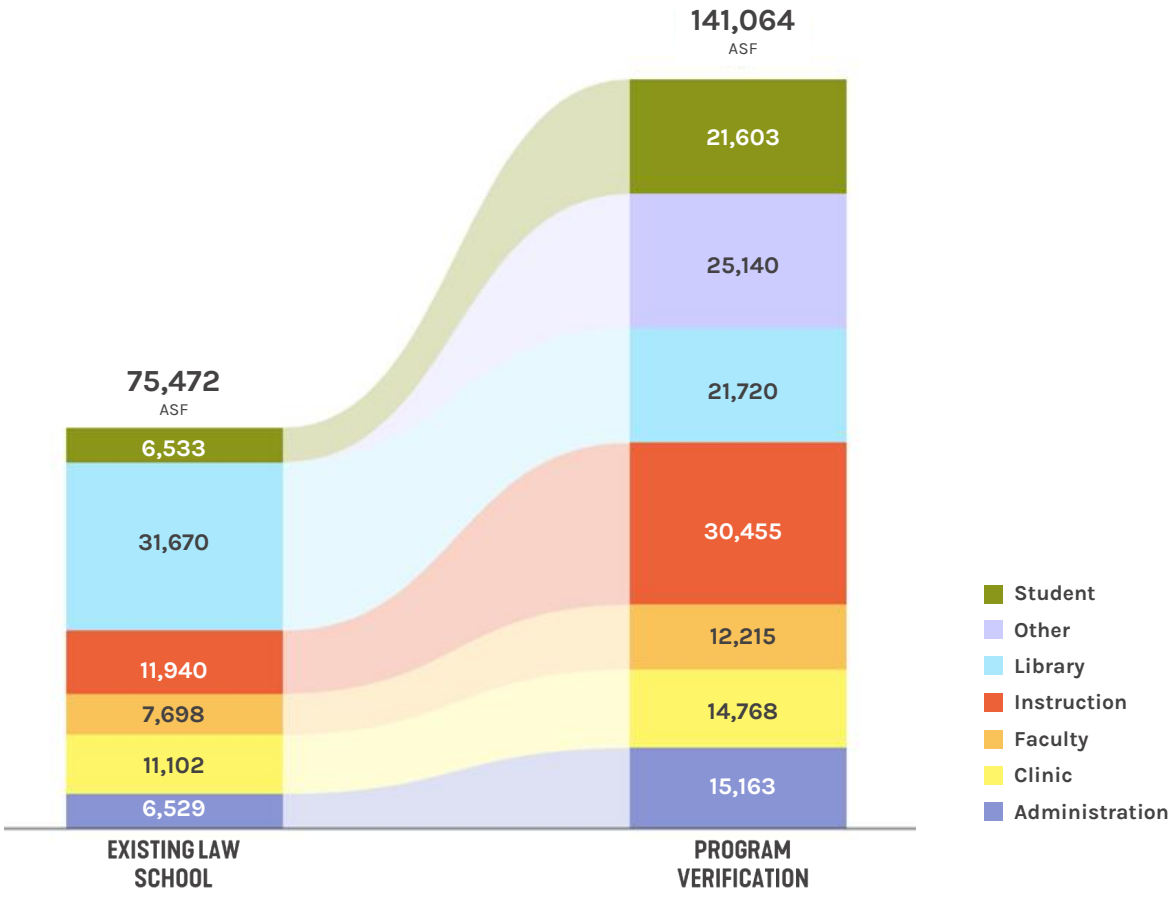
The visioning process yielded five principles that directly shaped the updated program:

1. Legacy, Mission, and Institutional Identity — Honor the legacy of Thurgood Marshall and the Law School"s commitment to equity and justice through a ceremonial lobby, events space, moot courtroom, and professional aesthetic.
2. Student Success and Academic Excellence — Create a modern, student-centered environment designed for outcomes, including improved bar passage rates, through right-sized classrooms, ample study space, dedicated student organization areas, and a wellness center.
3. Competitiveness, Growth, and Destination of Choice — Position TMSL as the premier HBCU law school by benchmarking the program against peer institutions and providing amenity-rich spaces for students, faculty, staff, and alumni.

4. Experiential Learning and Legal Community Engagement — Expand clinical and hands-on training opportunities through combined and expanded clinic and ECI spaces, dedicated trial simulation rooms, a moot courtroom, and events space for Continuing Legal Education (CLE).
5. Community Connection and Responsible Project Delivery — Strengthen ties to the Third Ward and broader Houston community while delivering the project on time and on budget through efficient, shared-use spaces and welcoming public amenities.

PROGRAM SUMMARY & KEY CHANGES

The verified program totals 137,174 ASF, compared to the existing law school's 72,049 ASF — representing a near-doubling of space. At a proposed density of 211 ASF per student (based on a 650-student target), TSU-TMSL will be well-positioned among peer institutions, whose recent averages range from 127 to 218 ASF per student.

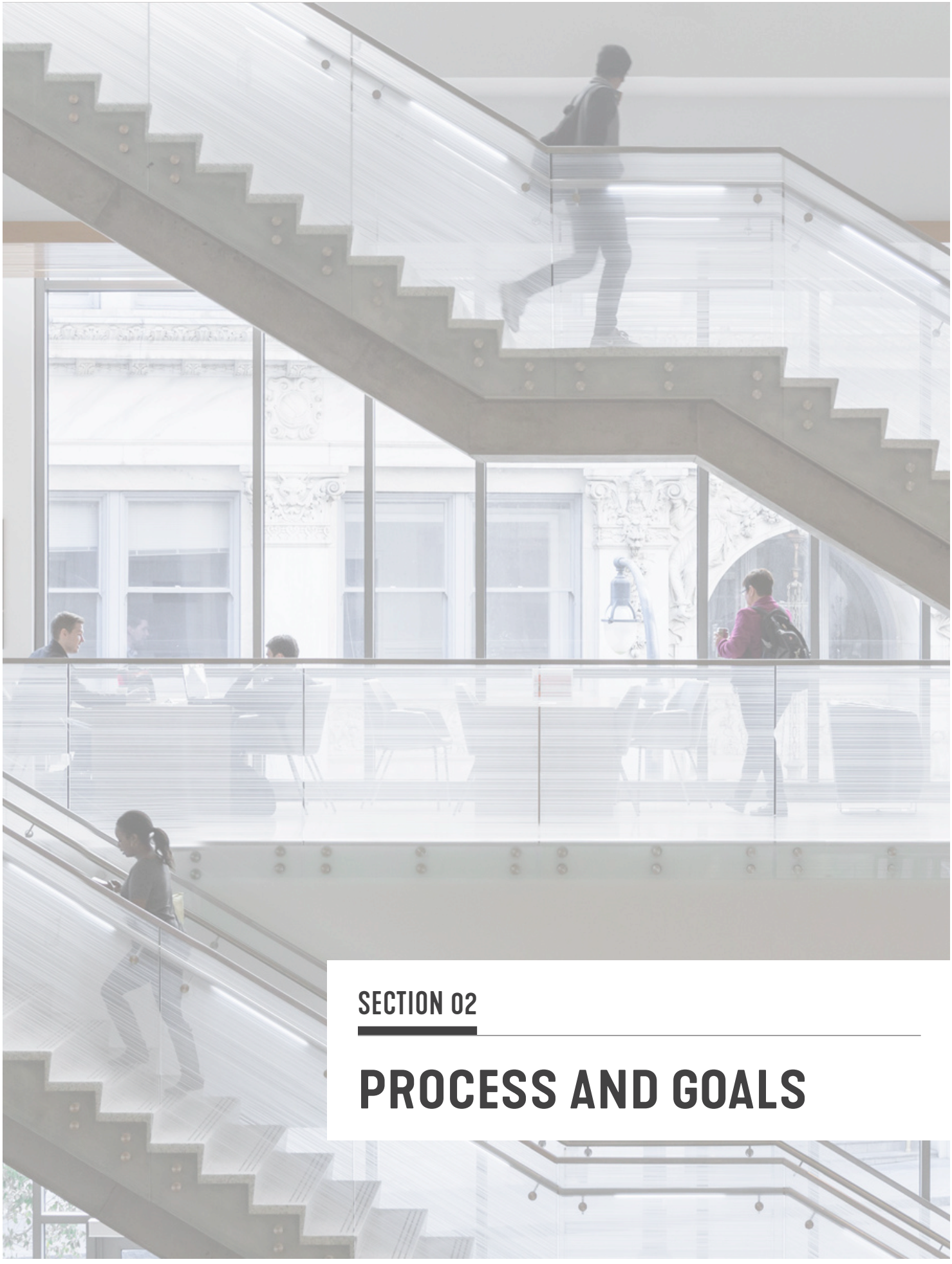


Key program adjustments by category include:

- Instructional Spaces: The 600-seat auditorium is removed and replaced with a flexible 200-person Moot Courtroom (expanded from 80 seats) and a new 9,600 ASF flat-floor events space capable of hosting 400–600 people. Classroom inventory is right-sized based on utilization analysis, and trial simulation rooms are reduced from six to four to align with actual concurrent session demand.
- Library: Study space nearly doubles (from 5,000 to 9,100 ASF), accommodating 294 students with a diversified mix of study rooms, carrels, table seating, and a new reading room. Collections are transitioned to compact shelving, and new service elements — circulation desk, reference desk, patron portal, and technical services workroom — are added.
- Faculty: Six conference rooms and six student waiting areas are added. The faculty lounge is doubled to 1,250 ASF, with a new pantry included.
- Administration: A new Multimedia Suite (2,100 ASF) is introduced, consolidating broadcast, CLE studio, and AV functions. Career Services expands significantly (1 to 8 assistant directors). Student Services, Admissions, Financial Aid, and Academic Support are reorganized for improved student access. The staff lounge is consolidated from four rooms into one shared space.
- Students: Food service transitions to a servery model (reducing the cafeteria from 15,020 to 6,000 ASF). Student organization offices are consolidated and enriched with shared workrooms, conference rooms, a food pantry, career closet, and locker area. Wellness spaces are expanded to include ablution rooms and increased spiritual respite capacity.
- Clinic & Earl Carl Institute: The clinic and ECI are combined into a shared facility with expanded shared resources, including a lobby/waiting area, children's corner, phone rooms, paralegal stations, two war rooms, and public computer stations.
- Security & Entry: A dedicated front desk and security checkpoint is added at the main lobby entrance, responding to strong feedback from multiple stakeholder groups.

CONCLUSION

The updated program reflects a thoughtful balance between the school's aspirational vision and responsible stewardship of resources. By benchmarking against recently completed peer law schools, engaging a broad cross-section of stakeholders, and aligning each program response to clearly defined guiding principles, the design team has developed a space program that positions TMSL for long-term success — as a leading HBCU law school, a destination for students and the legal community, and a facility worthy of the Thurgood Marshall name.



SECTION 02

PROCESS AND GOALS

VISIONING OVERVIEW

The design team of Kirksey and SmithGroup was selected to lead the design of the new Texas Southern University Thurgood Marshall Law Center (TSU-TMLC) building, which will be the new home for the Thurgood Marshall School of Law. The first stage of the design process is program verification, which serves as the foundation for all subsequent planning and design decisions. To begin this stage, the design team referenced the Program of Requirements (POR) prepared by Broaddus & Associates, dated February 2026, as the baseline document for evaluating the spatial and functional needs of the school.



PROCESS

The design team met with the steering committee for a full in-person kick-off session that set the tone and direction for the project. The meeting was structured around three key components:

- Project Overview — A review of the overall design process and project schedule was presented to align the steering committee on key milestones and expectations.
- Visioning Exercise — A facilitated visioning session was conducted to surface and refine the overarching goals of the project, ensuring the new facility reflects the school's long-term aspirations.
- Trends in Legal Education — The design team presented a review of current trends in legal education, including benchmarking data and case studies from comparable, recently completed law school projects, providing context and inspiration for the design of TSU-TMLC.

The design team conducted multiple focus group sessions — both in-person and virtually — with stakeholders across the school. These sessions were structured to capture the perspectives, experiences, and aspirations of the various groups who will be served by the new building. Each session included a discussion framed around the Keep/Toss/Create exercise, which guided participants to reflect on three key areas:

- Keep — What is currently working well in their existing spaces and should be preserved or replicated in the new facility
- Toss — What is not functioning effectively and should not be carried forward into the new building
- Create — What new ideas, spaces, or features they would like to introduce in the facility that do not currently exist

In addition to this exercise, each session included a thorough, space-by-space review of the rooms and areas listed in the POR, allowing stakeholders to provide specific feedback and recommend changes to be reflected in the updated program.

Focus group sessions were conducted on the following dates:

- August 26, 2026 | In-Person Focus Groups — The design team met with representatives from key departments and functional areas, including Clinics & Earl Carl Institute (ECI), Library, Events, and Instructional spaces. On the same day, the design team conducted a walkthrough and tour of the existing TMSL building and ECI facility to gain firsthand understanding of current conditions, spatial relationships, and operational challenges.
- September 2–3, 2026 | Virtual Follow-Up Focus Groups — Virtual sessions were held over two days to engage additional stakeholder groups, including student spaces, faculty, and administration, allowing for broader participation and supplementary feedback.
- September 16, 2026 | Virtual Steering Committee Meeting — The steering committee reconvened virtually with the design team to review initial findings gathered from the kick-off meeting, focus groups, and facility tour, providing early input and direction before recommendations were finalized.
- September 25, 2026 | Virtual ECI and Clinic Focus Group — ECI leadership met with the design team to review the program space types and quantities for ECI and the Clinics. Project managers will follow up with Clinic leadership to conduct their review and will notify the design team of any required changes.
- The design team will present their final findings and program recommendations to university leadership. The date for this meeting is to be determined.

Using the information gathered through these meetings, along with data on the school's existing facilities and current class schedules, the design team evaluated the baseline POR and identified areas warranting adjustment. As a result, an updated program was developed that more accurately reflects the current needs, goals, and priorities of TMSL. The updated program is reviewed in detail in the subsequent sections of this report.

GOALS AND GUIDING PRINCIPLES

The kick-off session established five guiding principles, detailed below. Each principle directly shaped the program responses, which are also included.



01 LEGACY, MISSION, AND INSTITUTIONAL IDENTITY

- Honor the legacy of Thurgood Marshall.
- Reflect the Law Center's charge around equity and equality.
- Create a facility and education worthy of the Thurgood Marshall name.
- Recognize the project as more than a building — it represents years of planning, aspiration, and hope.
- Build upon foundations that have been laid over many years.
- Carry the Law Center into the future while reinforcing the legacy of the institution.

PROGRAM RESPONSES

- Ceremonial lobby for alumni legacy, trophies, and display
- Events space
- Moot Courtroom
- Professional aesthetic and settings

02 STUDENT SUCCESS AND ACADEMIC EXCELLENCE

- Create a modern, student-centered law school environment.
- Support student success overall.
- Invest in present and future students.
- Elevate academic excellence.
- Design for outcomes, including improved bar passage rates.
- Consider the student learning environment outside of the classroom.
- Prepare students to become successful, practice-ready legal professionals.

PROGRAM RESPONSES

- Right-sized classrooms that allow for connections beyond class time
- Ample student study and social space aligned with benchmarks
- Dedicated space for student organizations
- Wellness center

03 COMPETITIVENESS, GROWTH, AND DESTINATION OF CHOICE

- Position the Law Center as the law school of choice and the top HBCU law school.
- Attract a broad range of applicants from Houston, the region, the state, and nationally.
- Capitalize on Houston's growth, location, and strong legal market.
- Provide modern facilities that allow the Law Center to be competitive.
- Establish the Law Center as a destination for students, faculty, alumni, and the broader legal community.

PROGRAM RESPONSES

- Program benchmarked against recent law schools
- Events space
- Multimedia suite
- Amenity spaces for faculty, staff, and students

04 EXPERIENTIAL LEARNING AND LEGAL COMMUNITY ENGAGEMENT

- Expand clinical and experiential learning opportunities.
- Create spaces that support hands-on training, client interaction, advocacy, and practice-based education.
- Strengthen connections between classroom learning and real-world legal practice.
- Support events, activities, and convenings that bring the legal community into the Law Center.
- Connect legal education with real-world outcomes.

PROGRAM RESPONSES

- Clinics and Earl Carl Institute (ECI) combined and expanded
- Dedicated trial simulation spaces
- Moot Courtroom
- Events space to support CLE and convening

05 COMMUNITY CONNECTION AND RESPONSIBLE PROJECT DELIVERY

- Maintain and strengthen the Law Center's connection to campus, the Third Ward, and the broader Houston community.
- Elevate community engagement and extend the Law Center's reach beyond campus.
- Recognize the importance of the project to the community at large.
- Reflect the history, identity, and significance of the surrounding community.
- Delivery the project on time and on budget while balancing vision, functionality, stewardship, and long-term impact.

PROGRAM RESPONSES

- Clinic and ECI expansion
- Events space
- Welcoming front desk with security screening
- Shared-use rooms throughout in place of duplicated department support

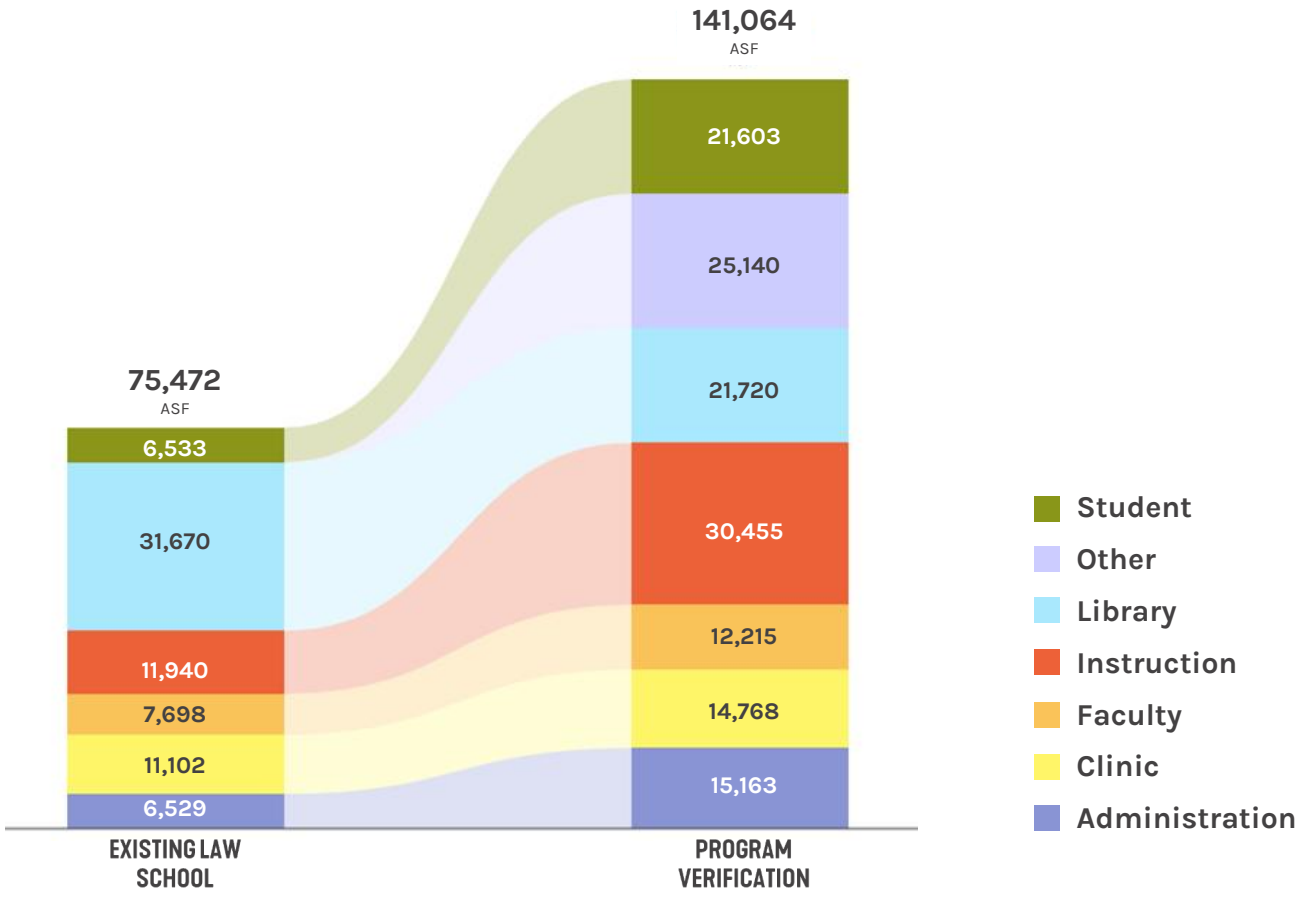


SECTION 03

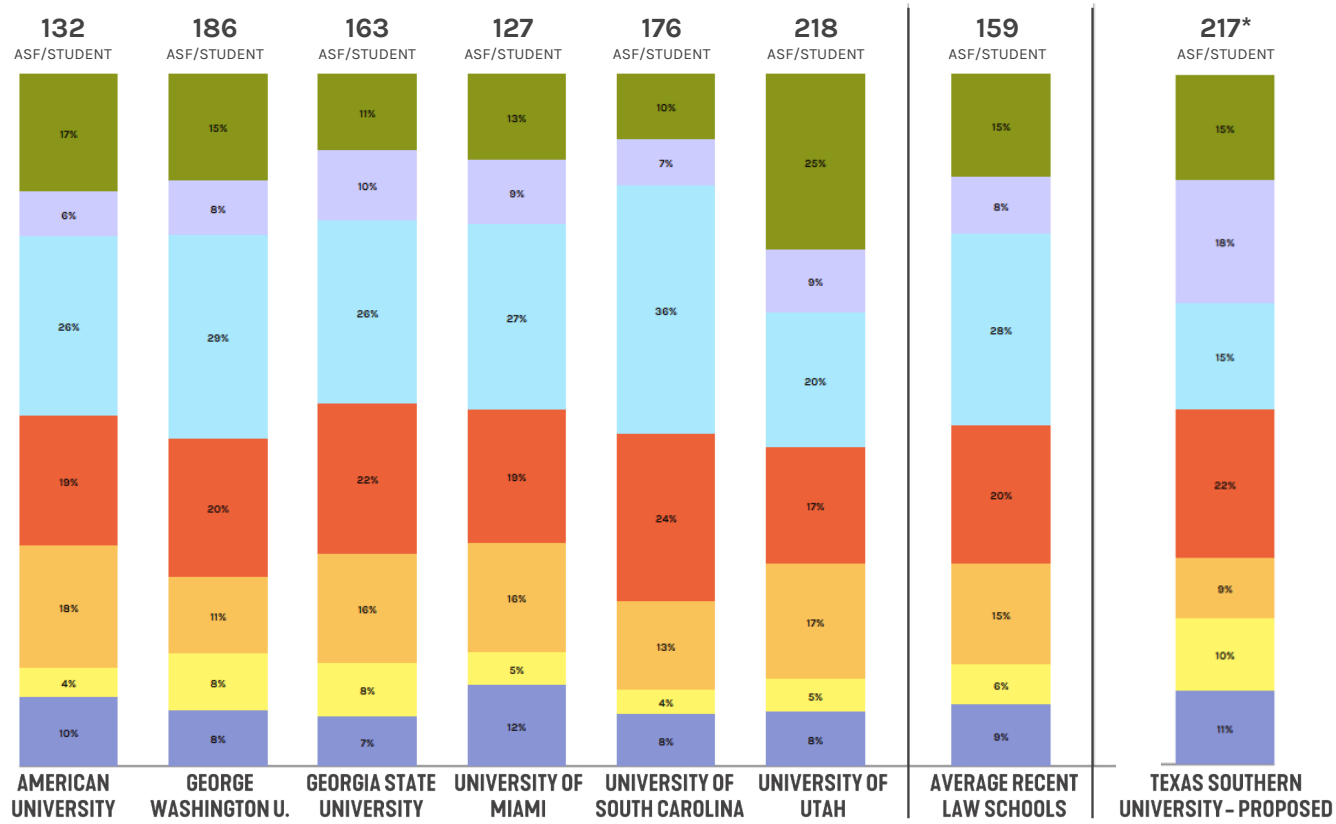
PROGRAM COMPARISON

PROGRAM OVERVIEW

The overall program represents a significant expansion from the existing facilities, growing from 72,049 assignable square feet (ASF) to 137,174 ASF in the proposed program. The substantial increase in square footage is a direct response to existing space shortfalls and a commitment to providing students, faculty, and staff with a facility suited to the demands of contemporary legal education. The project assumes a grossing factor of 61%, which waas used in the POR. With that, the current gross square footage of the building is 227,113 GSF.



The proposed program was developed in alignment with recent law school projects, as illustrated in the accompanying benchmarking diagram. At 211 ASF per student, the proposed program is well-calibrated against peer and aspirational institutions, ensuring that the facility is both competitive and appropriately scaled for its the projected enrollment of 650 students in the future.



* 650 student target per 2025 MGT Feasibility study

"The Market data for future employment supports flat to slight enrollment increases and supports planning for up to 650 students."

SCHOOL	ENROL.	ADMINISTRATION	CLINIC	FACULTY	INSTRUCTION	LIBRARY	OTHER	STUDENT	TOTAL ASF	ASF / STU
AMERICAN U.	1,500	13.2	5.3	23.3	24.7	34.1	8.5	22.4	197,313	131.5
GEORGE WASHINGTON U. - PROPOSED	1,533	15.0	15.3	20.4	37.1	54.4	14.8	28.5	284,426	185.5
GEORGIA STATE U.	800	11.8	12.4	25.5	35.4	42.9	16.6	17.9	130,000	162.5
U. OF MIAMI - FINAL PROPOSED	1,360	14.9	6.0	20.0	24.5	34.2	11.8	15.9	173,325	127.4
U. OF SOUTH CAROLINA	660	13.3	6.3	22.5	42.4	63.6	11.5	16.8	116,319	176.2
U. OF UTAH	450	17.1	10.6	36.3	36.6	42.6	20.0	55.3	98,270	218.4
GROUP AVERAGE	1,051	14.1	9.3	23.0	31.7	43.9	12.9	23.7	166,609	158.6
TEXAS SOUTHERN U. - PV	650	23.3	22.7	18.8	46.9	33.4	38.7	33.2	141,064	217.0

The key programmatic changes are organized across four major categories:

INSTRUCTION AND EVENTS

Classroom spaces have been right-sized based on a thorough utilization analysis and informed by benchmark data from comparable law school facilities. This approach ensures that classroom capacity is matched to actual and projected demand, reducing underutilized space while improving the overall teaching environment. Additionally, the existing auditorium has been converted to a flexible events space, broadening its functionality and allowing it to serve a wider range of academic, professional, and community programming throughout the year.

LIBRARY AND STUDENT SPACE

In response to shifts in how legal research is conducted, physical library collections have been reduced, with the space reallocated to increase student seating capacity. The mix and quantity of student seating have been carefully aligned with benchmark standards, reflecting contemporary expectations for law school student environments. A cafeteria and commons area with shared functions has been incorporated to foster community, collaboration, and informal learning opportunities outside of the classroom.

FACULTY AND ADMINISTRATION

Faculty and administrative areas have been enhanced to include dedicated waiting areas, conference rooms, and lounges that support both day-to-day operations and collegial interaction. A new Multimedia Suite has been added to provide faculty and staff with the resources needed to support modern instructional delivery, presentations, and media production.

CLINICS AND EARL CARL INSTITUTE

The clinics and Earl Carl Institute have been programmed with an emphasis on shared resources, promoting operational efficiency and interdisciplinary collaboration. By consolidating support spaces and encouraging shared use, the program maximizes flexibility while reducing redundancy across these closely related functions.

The space program presented in the following section organizes spaces by index number as defined in the Program of Requirements (POR). Each entry compares the POR sizes and quantities against the proposed Program Verification space lists, identifies the numerical changes between the two, and includes notes describing what has changed and the rationale behind those adjustments.



SECTION 04

SPACE PROGRAM

PROGRAM VERIFICATION

THURGOOD MARSHALL SCHOOL OF LAW · SPACE PROGRAM

Issued	29 September 2026
Revision	0

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
01	DEAN'S OFFICE								
1.01	Dean	1	400	400	1	400	400	— —	
1.02	Restroom	2	64	128	2	64	128	— —	
1.03	Associate Dean Administration	1	200	200	1	200	200	— —	
1.04	Associate Dean Faculty	1	200	200	1	200	200	— —	
1.05	Assistant Dean Student Services	1	150	150	1	150	150	— —	
1.06	Assistant Dean Faculty Research	1	150	150	1	150	150	— —	
1.07	Executive Director of Business Services	1	150	150	1	150	150	— —	
1.08	Administrative Assistant	3	80	240	3	80	240	— —	
1.09	File Room/Storage	1	300	300	1	300	300	— —	
1.10	Conference Room (Faculty Mtgs)	1	800	800	1	800	800	— —	
1.11	Copy Room	1	100	100	1	100	100	— —	
1.12	Waiting Area	—	—	—	1	250	250	+250 ADDED	1
1.13	Conference Room Pantry	—	—	—	1	150	150	+150 ADDED	2
	Subtotal —Dean's Office	14		2,818	16		3,218	+400	

NOTES

1 Waiting Area—Added per focus group.

2 Conference Room Pantry —Added per focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
02	ADMISSIONS, FINANCIAL AID, & REGISTRAR								
2.01	Registrar	1	250	250	1	250	250	— —	
2.02	Assistant Registrar w/ File Room	1	200	200	1	200	200	— —	
2.03	Assistant Dean of Admissions	1	150	150	1	150	150	— —	
2.04	Director of Admissions	1	120	120	1	120	120	— —	
2.05	Director of Financial Aid	1	120	120	1	120	120	— —	
2.06	Admissions Assistant	1	80	80	1	80	80	— —	
2.07	Administrative Assistant	1	80	80	1	80	80	— —	
2.08	Interview Room	1	120	120	1	120	120	— —	
2.09	File Room/Storage/Copy Room	1	200	200	1	200	200	— —	
2.10	Shared Waiting Area	—	—	—	1	125	125	+125 ADDED	1
2.11	Shared Pantry	—	—	—	1	150	150	+150 ADDED	2
	Subtotal —Admissions, Financial	9		1,320	11		1,595	+275	

NOTES

1 Shared Waiting Area—Added per focus group.

2 Shared Pantry —Added per focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
03	CAREER SERVICES									
3.01	Assistant Dean	1	150	150	1	150	150	—	—	
3.02	Assistant Director	1	110	110	8	120	960	+850	MODIFIED	1
3.03	Administrative Assistant	1	40	40	1	40	40	—	—	
3.04	Training Room	1	1,000	1,000	1	1,000	1,000	—	—	
3.05	Conference Room	1	240	240	1	300	300	+60	MODIFIED	2
3.06	Interview Room	6	120	720	6	120	720	—	—	
3.07	Copy Room	1	100	100	1	100	100	—	—	
3.08	Training Room Pantry	—	—	—	1	150	150	+150	ADDED	3
3.09	Shared Waiting Area	—	—	—	1	250	250	+250	ADDED	4
	Subtotal —Career Services	12		2,360	21		3,670	+1,310		

NOTES

1 Assistant Director —Increased staff count to accommodate enrollment growth. Added per focus group. Adjusted office size to align with others.

2 Conference Room—Adjusted asf/seat for consistency.

3 Training Room Pantry —Added per focus group. Shared with alumni affairs.

4 Shared Waiting Area—Added per focus group. Shared with alumni affairs.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
04	COMMUNICATIONS DEPARTMENT									
4.01	Assistant Dean	1	150	150	1	150	150	—	—	
4.02	Administrative Assistant	1	40	40	1	40	40	—	—	
	Subtotal —Communications	2		190	2		190	—		

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
05	ALUMNI AFFAIRS									
5.01	Assistant Dean Alumni Affairs	1	150	150	1	150	150	–	–	
5.02	Director of Development	1	120	120	1	120	120	–	–	
5.03	Director of CLE	1	120	120	1	120	120	–	–	
5.04	CLE Studio	1	200	200	–	200	–	(200)	DELETED	1
5.05	Conference Room	1	240	240	1	300	300	+60	MODIFIED	2
5.06	File Room/Storage/Copy Room	1	200	200	1	200	200	–	–	
5.07	Administrative Assistant	1	80	80	1	80	80	–	–	
	Subtotal —Alumni Affairs	7		1,110	6		970	(140)		

NOTES

1 CLEStudio —Movedto multimedia suite.

2 ConferenceRoom—Adjusted asf/seat for consistency.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
06	LAW REVIEW OFFICE									
6.01	Editor in Chief	1	150	150	1	150	150	–	–	
6.02	Editorial Station	15	80	1,200	15	50	750	(450)	MODIFIED	1
6.03	Administrative Assistant	2	40	80	1	40	40	(40)	MODIFIED	2
6.04	Conference Room (Shared w/BOA)	–	–	–	1	400	400	+400	ADDED	3
	Subtotal —Law Review Office	18		1,430	18		1,340	(90)		

NOTES

1 Editorial Station —Reducedstation size to align with benchmarking.

2 Administrative Assistant —Reducedto 1per focus group.

3 Conference Room (Shared w/BOA)—Addedper focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
07	BOARD OF ADVOCATES								
7.01	Chief Justice	1	250	250	1	150	150	(100) MODIFIED	1
7.02	Member Station	15	80	1,200	15	50	750	(450) MODIFIED	2
7.03	Administrative Assistant	1	40	40	1	40	40	— —	
	Subtotal —Board of Advocates	17		1,490	17		940	(550)	

NOTES

1 Chief Justice —Reducedsize to match law review editor in chief.

2 Member Station —Reducedstation size to align with benchmarking.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
08	STUDENT OFFICES								
8.01	Student Bar Association (SBA)	5	80	400	1	80	80	(320) MODIFIED	1
8.02	Student Organizations Office	30	80	2,400	15	80	1,200	(1,200) MODIFIED	2
8.03	Administrative Assistant	1	80	80	1	80	80	— —	
8.04	Student Workroom/Lounge	—	—	—	1	900	900	+900 ADDED	3
8.05	Storage	—	—	—	1	300	300	+300 ADDED	4
8.06	Food Pantry	—	—	—	1	150	150	+150 ADDED	5
8.07	Career Closet	—	—	—	1	150	150	+150 ADDED	6
8.08	Conference Room	—	—	—	3	300	900	+900 ADDED	7
	Subtotal —Student Offices	36		2,880	24		3,760	+880	

NOTES

1 Student Bar Association (SBA)—Countmodified to create updated student orgs suite per focus group.

2 Student Organizations Office —Countmodified to create updated student orgs suite per focus group.

3 Student Workroom/Lounge —Addedper focus group.

4 Storage —Added per focus group.

5 Food Pantry —Added per focus group.

6 Career Closet —Added per focus group.

7 Conference Room —Added per focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
09	EARL CARL INSTITUTE									
9.01	Lobby	1	400	400	–	400	–	(400)	DELETED	1
9.02	Executive Director	1	200	200	1	200	200	–	–	
9.03	Business Administrator	1	120	120	1	150	150	+30	MODIFIED	2
9.04	Coordinator	1	80	80	2	80	160	+80	MODIFIED	3
9.05	Director, Center for EI & I	1	120	120	1	150	150	+30	MODIFIED	4
9.06	Associate Director, Special Projects	1	100	100	1	120	120	+20	MODIFIED	5
9.07	Assistant Director, Youth Initiatives	1	100	100	1	120	120	+20	MODIFIED	6
9.08	Coordinator, Black Girl Initiatives	1	80	80	1	80	80	–	–	7
9.09	Director of Legal Services	1	120	120	1	150	150	+30	MODIFIED	8
9.10	Community Engagement Specialist	1	100	100	1	120	120	+20	MODIFIED	9
9.11	Director, Criminal Justice & Innocence	1	120	120	1	150	150	+30	MODIFIED	10
9.12	Innocence Project Paralegal	1	80	80	1	100	100	+20	MODIFIED	11
9.13	Clean Slate Staff Attorney	1	100	100	1	120	120	+20	MODIFIED	12
9.14	Associate Director, Civil Advocacy	1	100	100	1	120	120	+20	MODIFIED	13
9.15	Staff Attorney - Property Preservation	1	100	100	1	120	120	+20	MODIFIED	14
9.16	Supervising Attorney - Heirship Project	1	100	100	1	120	120	+20	MODIFIED	15
9.17	Staff Attorney	1	100	100	1	120	120	+20	MODIFIED	16
9.18	Paralegals	1	160	160	–	160	–	(160)	DELETED	17
9.19	Director, Fort Bend Project	1	120	120	1	150	150	+30	MODIFIED	18
9.20	Paralegal	1	80	80	5	100	500	+420	MODIFIED	19
9.21	Staff Attorney	1	100	100	1	120	120	+20	MODIFIED	20
9.22	Immigration Program	1	100	100	1	120	120	+20	MODIFIED	21
9.23	Staff Attorney	1	100	100	1	120	120	+20	MODIFIED	22
9.24	Paralegals	1	160	160	–	160	–	(160)	DELETED	23
9.25	Administrative Assistant	1	80	80	1	80	80	–	–	24
9.26	Small Courtroom (60)	1	1,500	1,500	–	1,500	–	(1,500)	DELETED	25
9.27	Conference Rooms (20) (Shared)	2	400	800	1	500	500	(300)	MODIFIED	26
9.28	Student Offices	15	80	1,200	–	80	–	(1,200)	DELETED	27
9.29	File Room/Storage/Copy Room	1	600	600	–	600	–	(600)	DELETED	28
9.30	Small Conference Room (Shared)	1	200	200	1	250	250	+50	MODIFIED	29
9.31	Public Computer Stations	–	–	–	10	60	600	+600	ADDED	30
9.32	Innocence Project War Room	–	–	–	1	200	200	+200	ADDED	31
9.33	Conference Rooms (10)	–	–	–	–	250	–	–	ADDED	32
9.34	Research War Room	–	–	–	1	200	200	+200	ADDED	33
	Subtotal —Earl Carl Institute	45		7,320	41		4,940	(2,380)		

		PROGRAM OF REQUIREMENTS		PROGRAM VERIFICATION		CHANGE	
INDEX	SPACE	QTY AREA EACH (SF)	ASF (SF)	QTY AREA EACH (SF)	ASF (SF)	△ASF (SF) STATUS	NOTE
09	EARL CARL INSTITUTE						

NOTES

1 Lobby—Combined with shared clinic resources.

2 Business Administrator —Adjusted asf to align with faculty and clinic directors.

3 Coordinator —Added second coordinator for pro bono/externships. 1 coordinator in reception area.

4 Director, Center for EI & I —Adjusted asf to align with faculty and clinic directors.

5 Associate Director, Special Projects —Increased size per follow up focus group.

6 Assistant Director, Youth Initiatives —Increased size per follow up focus group.

7 Coordinator, Black Girl Initiatives —Office.

8 Director of Legal Services—Adjusted asf to align with faculty and clinic directors.

9 Community Engagement Specialist —Increased size per follow up focus group.

10 Director, Criminal Justice & Innocence Project —Adjusted asf to align with faculty and clinic directors.

11 Innocence Project Paralegal —Increased office size to match other paralegals.

12 Clean Slate Staff Attorney —Increased size per follow up focus group.

13 Associate Director, Civil Advocacy—Increased size per follow up focus group.

14 Staff Attorney - Property Preservation —Increased size per follow up focus group.

15 Supervising Attorney - Heirship Project —Increased size per follow up focus group.

16 Staff Attorney —Increased size per follow up focus group.

17 Paralegals —Consolidated to paralegal (9. 20).

18 Director, Fort Bend Project —Adjusted asf to align with faculty and clinic directors.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
10	LAW LIBRARY									
10.01	Assistant Professor/Director of Law	1	120	120	1	150	150	+30	MODIFIED	1
10.02	Associate Director of Library	1	110	110	1	120	120	+10	MODIFIED	2
10.03	Director of Electronic Resources	1	120	120	1	120	120	—	—	
10.04	Archivist	1	120	120	1	120	120	—	—	
10.05	Staff (open)	3	80	240	3	80	240	—	—	
10.06	Research Librarian	1	100	100	1	100	100	—	—	
10.07	Acquisition Librarian	1	100	100	1	100	100	—	—	
10.08	Reference Librarian	1	100	100	1	100	100	—	—	
10.09	Operations & Special Projects Librarian	1	120	120	1	120	120	—	—	
10.10	Business Administrator	1	120	120	1	120	120	—	—	
10.11	Instructional Services Librarian	1	100	100	1	100	100	—	—	
10.12	Computer Lab	40	25	1,000	24	30	720	(280)	MODIFIED	3
10.13	Government Library	1	450	450	1	450	450	—	—	
10.14	Copy Room	2	100	200	2	100	200	—	—	
10.15	Mail Room	2	100	200	2	100	200	—	—	
10.16	Historic Documentation (Archives)	1	400	400	1	400	400	—	—	
10.17	Stacks - Volumes	1	8,000	8,000	—	8,000	—	(8,000)	DELETED	4
10.18	Stacks - Open Study Areas	1	3,000	3,000	—	3,000	—	(3,000)	DELETED	5
10.19	Study Room (10P)	20	250	5,000	4	250	1,000	(4,000)	MODIFIED	6
10.20	Breakroom	—	—	—	1	200	200	+200	ADDED	7
10.21	Patron Portal Space	—	—	—	4	40	160	+160	ADDED	8
10.22	Circulation Desk	—	—	—	1	300	300	+300	ADDED	9
10.23	Reference Desk	—	—	—	1	200	200	+200	ADDED	10
10.24	Stacks - Compact Shelving	—	—	—	1	5,400	5,400	+5,400	ADDED	11
10.25	Stacks - Open Shelving	—	—	—	1	2,300	2,300	+2,300	ADDED	12
10.26	Study Room (8P)	—	—	—	6	200	1,200	+1,200	ADDED	13
10.27	Study Room (4P)	—	—	—	8	100	800	+800	ADDED	14
10.28	Reading Room	—	—	—	1	1,200	1,200	+1,200	ADDED	15
10.29	Table Seating	—	—	—	1	960	960	+960	ADDED	16
10.30	Carrels	—	—	—	1	3,520	3,520	+3,520	ADDED	17
10.31	Lounge Seating	—	—	—	1	420	420	+420	ADDED	18
10.32	Technical Services Workroom	—	—	—	1	300	300	+300	ADDED	19
10.33	Special Collections	—	—	—	1	400	400	+400	ADDED	20
	Subtotal —Law Library	81		19,600	76		21,720	+2,120		

		PROGRAM OF REQUIREMENTS		PROGRAM VERIFICATION		CHANGE	
INDEX	SPACE	QTY AREA EACH (SF)	ASF (SF)	QTY AREA EACH (SF)	ASF (SF)	△ASF (SF) STATUS	NOTE
10	LAW LIBRARY						

NOTES

1 Assistant Professor/Director of LawLibrary —Adjusted office size to align with faculty.
2 Associate Director of Library —Adjusted office size (from 110to 120)to standardize.
3 Computer Lab—Adjusted seat count.Increased asf/seat to accommodate spacefor printers, etc.
4 Stacks - Volumes —Replacedby new compact and open shelving lines.
5 Stacks - OpenStudy Areas—Replacedby newcompact and open shelving lines.
6 Study Room (10P)—Reduced10prooms. Added newlines for student seating.
7 Breakroom —Addedper focus group.
8 Patron Portal Space—Addedper focus group.
9 Circulation Desk—Missing from por.
10 ReferenceDesk —Missing from por.
11 Stacks - Compact Shelving —80%of volumes in compact shelving.
12 Stacks - OpenShelving —20%of volumes in open shelving.
13 Study Room(8P) —Addedto provide seating variety and accommodate 60%of student enrollment.
14 Study Room(4P)—Addedto provide seating variety and accommodate 60%of student enrollment.
15 Reading Room—Addedto provide seating variety and accommodate 60%of student enrollment.
16 Table Seating —Addedto provide seating variety and accommodate 60%of student enrollment.
17 Carrels —Addedto provide seating variety and accommodate 60%of student enrollment.
18 LoungeSeating —Addedto provide seating variety and accommodate 60%of student enrollment.
19 Technical Services Workroom —Added per focus group.
20 Special Collections —Addedper focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
11	OFFICE OF ASSESSMENTS & STRATEGIC PLANNING									
11.01	Director of Assessments	1	120	120	1	120	120	—	—	
11.02	Assistant Director of Assessments	1	120	120	1	120	120	—	—	
11.03	Administrative Assistant	1	80	80	1	80	80	—	—	
	Subtotal —Office of Assessments &	3		320	3		320	—		

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
12	LAW SCHOOL CLINIC									
12.01	Clinic Director	1	120	120	6	150	900	+780	MODIFIED	1
12.02	Staff Attorneys	5	100	500	2	120	240	(260)	MODIFIED	2
12.03	Student Offices (Shared)	15	80	1,200	15	80	1,200	—	—	3
12.04	Administrative Assistant	1	80	80	1	80	80	—	—	
12.05	Trial Simulation Room (Shared)	1	350	350	1	700	700	+350	MODIFIED	4
12.06	Interview Rooms (Shared)	6	120	720	5	150	750	+30	MODIFIED	5
12.07	Conference Room (Shared)	1	600	600	1	600	600	—	MODIFIED	6
12.08	Small Court Room (Shared)	1	1,200	1,200	1	2,880	2,880	+1,680	MODIFIED	7
12.09	Conference Room (Shared)	1	600	600	1	750	750	+150	MODIFIED	8
12.10	File Storage (Shared)	1	200	200	—	200	—	(200)	DELETED	9
12.11	Copy Room (Shared)	1	200	200	—	200	—	(200)	DELETED	10
12.12	Restroom	2	64	128	2	64	128	—	—	
12.13	Phone Room (Shared)	—	—	—	4	80	320	+320	ADDED	11
12.14	Paralegals	—	—	—	—	120	—	—	ADDED	12
12.15	Work Room (Shared)	—	—	—	1	200	200	+200	ADDED	13
12.16	Pantry/Breakroom (Shared)	—	—	—	1	400	400	+400	ADDED	14
12.17	Lobby/Waiting Room (Shared)	—	—	—	1	400	400	+400	ADDED	15
12.18	Waiting Area Children's Corner (Shared)	—	—	—	1	100	100	+100	ADDED	16
12.19	Student Collaboration Space - Open (Shared)	—	—	—	1	180	180	—	ADDED	17
	Subtotal —Law School Clinic	36		5,898	44		9,828	+3,930		

NOTES

1 Clinic Director —Increased office size to match faculty office size. Increased qty per focus group.

2 Staff Attorneys —Increased qty per focus group. Increased size per follow up focus group.

3 Student Offices (Shared) —15 total shared between eci and clinics per follow up focus group. Open workstations.

4 Trial Simulation Room (Shared) —Increased capacity per follow up focus group.

5 Interview Rooms (Shared) —Adjusted qty per benchmarks. Adjusted capacity per steering committee review.

6 Conference Room (Shared) —Adjusted seat count and asf/seat. No overall asf change.

7 Small Court Room (Shared) —Increased capacity to 48 per follow up focus group.

8 Conference Room (Shared) —Adjusted asf/seat for consistency.

9 File Storage (Shared) —Not needed per follow up focus group.

10 Copy Room (Shared) —Not needed per follow up focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
13	**STORAGE**								
13.01	File Storage	1	1,000	1,000	1	1,000	1,000	— —	
13.02	Building Storage	1	900	900	1	900	900	— —	
13.03	Table Storage	1	300	300	1	300	300	— —	
13.04	Office Supply	1	200	200	1	200	200	— —	
	Subtotal —Storage	4		2,400	4		2,400	—	

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
14	**LARGE AUDITORIUM**								
14.01	Prefunction	1	1,600	1,600	—	1,600	—	(1,600) DELETED	1
14.02	Staging Kitchen / Pantry	1	250	250	—	250	—	(250) DELETED	2
14.03	Auditorium	1	9,000	9,000	—	9,000	—	(9,000) DELETED	3
14.04	Appellate Court Bench	1	330	330	—	330	—	(330) DELETED	4
14.05	Judge's Chambers	1	200	200	—	200	—	(200) DELETED	5
14.06	Jury Room	1	375	375	—	375	—	(375) DELETED	6
14.07	IT Support	1	1,200	1,200	—	1,200	—	(1,200) DELETED	7
14.08	Table Storage	1	400	400	—	400	—	(400) DELETED	8
	Subtotal —Large Auditorium	8		13,355	—		—	(13,355)	

NOTES

1 Prefunction —Duplicated with classroom and moot court space.

2 Staging Kitchen / Pantry —Duplicated with classroom and moot court space.

3 Auditorium —Duplicated with classroom and moot court space.

4 Appellate Court Bench—Duplicated with classroom and moot court space.

5 Judge's Chambers—Duplicated with classroom and moot court space.

6 Jury Room—Duplicated with classroom and moot court space.

7 IT Support —Duplicated with classroom and moot court space.

8 Table Storage—Duplicated with classroom and moot court space.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
15	**COURTROOM SIMULATION**									
15.01	Entry and Common Area	1	1,000	1,000	1	640	640	(360)	MODIFIED	1
15.02	Moot Court (80) - INCREASED TO 200	1	2,000	2,000	1	4,600	4,600	+2,600	MODIFIED	2
15.03	Trial Simulation (20)	6	700	4,200	4	700	2,800	(1,400)	MODIFIED	3
15.04	Arbitration/Negotiation Meeting	1	200	200	1	200	200	—	—	
15.05	Storage	1	800	800	1	800	800	—	—	
15.06	IT Support	1	200	200	1	200	200	—	—	
15.07	Bus. Entry & Common Area	1	1,000	1,000	1	1,000	1,000	—	—	
15.08	Business Court	1	2,000	2,000	1	2,000	2,000	—	—	
15.09	Business Trial Simulation	1	700	700	1	700	700	—	—	
15.10	Bus. Arb./Negotiation Meeting Spaces	2	200	400	2	200	400	—	—	
15.11	Business Storage	1	800	800	1	800	800	—	—	
15.12	Business IT Support	1	300	300	1	300	300	—	—	
15.13	Judge's Chambers	—	—	—	1	200	200	+200	ADDED	4
15.14	Jury Room	—	—	—	1	375	375	+375	ADDED	5
	Subtotal —Courtroom Simulation	18		13,600	18		15,015	+1,415		

NOTES

1 Entry and Common Area—Reduced capacity.

2 Moot Court (80) - INCREASED TO 200—Increased capacity. Adjusted asf/seat to align with benchmarks. 100 front desks, 100 auditorium seating.

3 Trial Simulation (20) —Reduced quantity. Max 4 concurrent evening sessions.

4 Judge's Chambers—Moved to courtroom simulation/moot court.

5 Jury Room—Moved to courtroom simulation/moot court.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
16	**FACULTY LOUNGE & LIBRARY**									
16.01	Faculty Lounge	1	625	625	1	1,250	1,250	+625	MODIFIED	1
16.02	Faculty Library	1	375	375	1	375	375	—	—	
16.03	Faculty Lounge Pantry	—	—	—	1	150	150	+150	ADDED	2
	Subtotal —Faculty Lounge & Library	2		1,000	3		1,775	+775		

NOTES

1 Faculty Lounge—Increased capacity per focus group.

2 Faculty Lounge Pantry —Added per focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE		
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF)	STATUS	NOTE
17	**STAFF LOUNGE**									
17.01	Staff Lounge	4	600	2,400	1	600	600	(1,800)	MODIFIED	1
	Subtotal —Staff Lounge	4		2,400	1		600	(1,800)		

NOTES

1 Staff Lounge—Consolidated into 1 staff lounge per focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
18	CAFETERIA								
18.01	Dining Area	1	5,320	5,320	1	2,000	2,000	(3,320) MODIFIED	1
18.02	Staff Break Room	1	260	260	–	260	–	(260) DELETED	2
18.03	Work/Copy/Supply	1	100	100	–	100	–	(100) DELETED	3
18.04	Food Service Worker	1	120	120	–	120	–	(120) DELETED	4
18.05	Manager	1	120	120	–	120	–	(120) DELETED	5
18.06	Storage Bulk Dry Goods	1	600	600	–	600	–	(600) DELETED	6
18.07	Storage Bulk Refrigeration	1	650	650	–	650	–	(650) DELETED	7
18.08	Storage Bulk Freezer	1	650	650	–	650	–	(650) DELETED	8
18.09	Storage Bulk Cleaners, Soap, etc.	1	300	300	–	300	–	(300) DELETED	9
18.10	Kitchen Produce Prep	1	450	450	–	450	–	(450) DELETED	10
18.11	Kitchen Bakery Prep	1	350	350	–	350	–	(350) DELETED	11
18.12	Kitchen Cooking & Baking Equip.	1	700	700	–	700	–	(700) DELETED	12
18.13	Hot / Cold Staging Area	1	200	200	–	200	–	(200) DELETED	13
18.14	Ready Area	1	800	800	–	800	–	(800) DELETED	14
18.15	Dishwashing	1	250	250	–	250	–	(250) DELETED	15
18.16	Equipment Storage Room	1	850	850	–	850	–	(850) DELETED	16
18.17	Equipment Maintenance	1	500	500	–	500	–	(500) DELETED	17
18.18	Locker Room	1	100	100	–	100	–	(100) DELETED	18
18.19	Warming Carts Staging Area	1	400	400	–	400	–	(400) DELETED	19
18.20	Warming Carts Wash Area	1	200	200	–	200	–	(200) DELETED	20
18.21	Warming Carts Storage Area	1	200	200	–	200	–	(200) DELETED	21
18.22	Custodial/Storage Equipment	1	300	300	–	300	–	(300) DELETED	22
18.23	Loading Dock/Receiving	1	1,000	1,000	1	1,000	1,000	– –	
18.24	Coffee Shop	1	600	600	–	600	–	(600) DELETED	23
18.25	Kitchen/Servery Placeholder	–	–	–	1	3,000	3,000	+3,000 ADDED	24
	Subtotal —Cafeteria	24		15,020	3		6,000	(9,020)	

NOTES

1 Dining Area—Reducedseat count. Shared space with commons.

2 Staff Break Room—Replacedwith placeholder sf.

3 Work/Copy/Supply —Replacedwith placeholder sf.

4 Food Service Worker —Replacedwith placeholder sf.

5 Manager —Replacedwith placeholder sf.

6 Storage Bulk Dry Goods—Replacedwith placeholder sf.

7 Storage Bulk Refrigeration —Replacedwith placeholder sf.

8 Storage Bulk Freezer—Replacedwith placeholder sf.

9 Storage Bulk Cleaners, Soap, etc. —Replacedwith placeholder sf.

10 Kitchen Produce Prep—Replacedwith placeholder sf.

11 Kitchen Bakery Prep—Replacedwith placeholder sf.

12 Kitchen Cooking & Baking Equip.—Replacedwith placeholder sf.

13 Hot / Cold Staging Area—Replacedwith placeholder sf.

14 Ready Area —Replacedwith placeholder sf.

15 Dishwashing —Replacedwith placeholder sf.

16 Equipment Storage Room—Replacedwith placeholder sf.

17 Equipment Maintenance —Replacedwith placeholder sf.

18 Locker Room—Replacedwith placeholder sf.

19 Warming Carts Staging Area—Replacedwith placeholder sf.

20 Warming Carts Wash Area—Replacedwith placeholder sf.

21 Warming Carts Storage Area—Replacedwith placeholder sf.

22 Custodial/Storage Equipment —Replacedwith placeholder sf.

23 Coffee Shop —Not needed. Can be part of cafeteria.

24 Kitchen/Servery Placeholder—Placeholder.Needconfirmation on food delivery method and food service consultant input.Placeholder amount aligns with

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
19	**WELLNESS CENTER**								
19.01	Individual Respite Room	4	150	600	6	80	480	(120) MODIFIED	1
19.02	Lactation	4	64	256	2	64	128	(128) MODIFIED	2
19.03	Spiritual Respite	1	200	200	1	400	400	+200 MODIFIED	3
19.04	Counseling	3	120	360	–	120	–	(360) DELETED	4
19.05	Fitness Room	3	600	1,800	3	600	1,800	– –	
19.06	Restrooms with Showers	2	160	320	2	160	320	– –	
19.07	Ablution Room	–	–	–	2	80	160	+160 ADDED	5
	Subtotal —Wellness Center	17		3,536	16		3,288	(248)	

NOTES

1 Individual Respite Room—Reducedsize, increased quantity per focus group.

2 Lactation —Reducedquantity per focus group.

3 Spiritual Respite —Increasedcapacity per focus group.

4 Counseling —Deletedper steering committee review.

5 Ablution Room—Addedper focus group.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
20	**FACULTY OFFICES**								
20.01	Faculty Offices	40	150	6,000	40	150	6,000	– –	
20.02	Administrative Assistant	8	80	640	8	80	640	– –	
20.03	Lawyering Process I & II	3	100	300	3	100	300	– –	
20.04	Copy & Mail Room	1	200	200	1	200	200	– –	
20.05	Instructors	4	100	400	4	100	400	– –	
20.06	Adjunct Faculty	5	100	500	5	100	500	– –	
20.07	Distinguished Professor	1	200	200	1	200	200	– –	
20.08	George Foreman	1	200	200	1	200	200	– –	
20.09	Andrew Jefferson	1	200	200	1	200	200	– –	
20.10	Conference Room	–	–	–	6	200	1,200	+1,200 ADDED	1
20.11	Student Waiting Area	–	–	–	6	100	600	+600 ADDED	2
	Subtotal —Faculty Offices	64		8,640	76		10,440	+1,800	

NOTES

1 ConferenceRoom—Addedper focus group. Needto meet with large groups of students near office.

2 Student Waiting Area—Addedper focus group.Need to meet with large groups of students near office.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
21	**ACADEMIC SUPPORT**								
21.01	Assistant Dean	1	200	200	1	200	200	– –	
21.02	Assistant Director	1	120	120	1	120	120	– –	
21.03	Staff	4	100	400	4	100	400	– –	
21.04	Special Accommodations Testing	–	–	–	4	100	400	+400 ADDED	1
	Subtotal —Academic Support	6		720	10		1,120	+400	

NOTES

1 Special Accommodations Testing —Placeholder.Needto confirm qty and location (dean of students mentioned in focus group).

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
22	CLASSROOMS								
22.01	Large Classroom	5	2,800	14,000	4	2,400	9,600	(4,400) MODIFIED	1
22.02	Medium Classroom	6	2,100	12,600	3	1,800	5,400	(7,200) MODIFIED	2
22.03	Small Classroom	4	1,050	4,200	2	900	1,800	(2,400) MODIFIED	3
22.04	Seminar Classroom	4	700	2,800	4	600	2,400	(400) MODIFIED	4
22.05	Medium (48) Classroom	–	–	–	1	1,440	1,440	+1,440 ADDED	5
	Subtotal —Classrooms	19		33,600	14		20,640	(12,960)	

NOTES

1 Large Classroom—Reducedquantity based on utilization analysis.Adjusted asf/seat.

2 Medium Classroom—Reducedquantity based on utilization analysis.Adjusted asf/seat.

3 Small Classroom—Reducedquantity based on utilization analysis.Adjusted asf/seat.

4 Seminar Classroom—Reducedquantity based on utilization analysis.Adjusted asf/seat.

5 Medium (48) Classroom—Reducedquantity based on utilization analysis.Adjusted asf/seat.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
23	LOBBY / PUBLIC SPACES								
23.01	Ceremonial Lobby/Prefunction	200	15	3,000	200	15	3,000	– –	1
23.02	Restroom (Women)	4	250	1,000	–	250	–	(1,000) DELETED	2
23.03	Restroom (Men)	4	250	1,000	–	250	–	(1,000) DELETED	3
23.04	Family Toilet	4	100	400	–	100	–	(400) DELETED	4
23.05	Student Commons	4	1,600	6,400	1	3,000	3,000	(3,400) MODIFIED	5
23.06	Student Commons Break Out Rooms	4	100	400	–	100	–	(400) DELETED	6
23.07	MDF / IDF	4	64	256	4	64	256	– –	
23.08	Security Office	1	100	100	1	100	100	– –	
23.09	Housekeeping Closet	8	48	384	8	48	384	– –	
23.10	Events Space	–	–	–	1	9,600	9,600	+9,600 ADDED	7
23.11	Classroom Breakout Space	–	–	–	4	450	1,800	+1,800 ADDED	8
23.12	Tutoring Center/Study Hall	–	–	–	1	1,500	1,500	+1,500 ADDED	9
23.13	Student Lockers	–	–	–	1	825	825	+825 ADDED	10
23.14	Front Desk / Security Checkpoint	–	–	–	1	200	200	+200 ADDED	11
23.15	Events Storage	–	–	–	1	1,500	1,500	+1,500 ADDED	12
23.16	Events Catering Staging	–	–	–	1	1,500	1,500	+1,500 ADDED	13
	Subtotal —Lobby/ Public Spaces	233		12,940	224		23,665	+10,725	

NOTES

1 Ceremonial Lobby/Prefunction —Convertedto prefunction space.

2 Restroom (Women)—Consideredpart of grossing factor.

3 Restroom (Men) —Consideredpart of grossing factor.

4 Family Toilet —Consideredpart of grossing factor.

5 Student Commons—Reducedseat count. Sharedspace with cafeteria.

6 Student Commons Break Out Rooms—Reallocated space to classroom breakout space.

7 Events Space—Replacementfor 600p auditorium.

8 Classroom Breakout Space—Reallocated space from breakout rooms and commons.

9 Tutoring Center/Study Hall —Addedper focus group.

10 Student Lockers—Addedper focus group.330 half height lockers.Need to confirm quantity.

11 Front Desk/ Security Checkpoint—Multiple focus groups requested security checkpoint at main entry.

12 Events Storage —Placeholder.

13 Events Catering Staging —Placeholder.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
24	**TECHNOLOGY**								
24.01	IT Specialist	1	100	100	1	100	100	— —	
24.02	Manager of Instructional Technology	4	120	480	4	120	480	— —	
24.03	Web Developer	4	100	400	2	100	200	(200) MODIFIED	1
24.04	Audio Visuals	4	150	600	—	150	—	(600) DELETED	2
24.05	IT Equipment Storage / Workroom	1	600	600	1	600	600	— —	
	Subtotal —Technology	14		2,180	8		1,380	(800)	

NOTES

1 Web Developer —Reduced to 2 per focus group.

2 Audio Visuals —Moved to multimedia suite.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
25	**OUTDOOR SPACE**								
25.01	Outdoor Space	1	2,000	2,000	—	2,000	—	(2,000) DELETED	1
	Subtotal —Outdoor Space	1		2,000	—		—	(2,000)	

NOTES

1 Outdoor Space—Does not contribute to building area, but will be included in project.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
26	MULTIMEDIA SUITE								
26.01	TV Interview Room	—	—	—	1	100	100	+100 ADDED	1
26.02	Broadcast Studio	—	—	—	1	475	475	+475 ADDED	2
26.03	Broadcast Studio Control Room	—	—	—	1	100	100	+100 ADDED	3
26.04	Broadcast Studio Storage	—	—	—	1	200	200	+200 ADDED	4
26.05	CLE/Live Talk Studio	—	—	—	2	225	450	+450 ADDED	5
26.06	CLE/Live Talk Control Room	—	—	—	1	100	100	+100 ADDED	6
26.07	Audio/Video Studio	—	—	—	2	150	300	+300 ADDED	7
26.08	A/V Control Room	—	—	—	1	75	75	+75 ADDED	8
26.09	AV Room	—	—	—	1	150	150	+150 ADDED	9
26.10	Reception	—	—	—	1	150	150	+150 ADDED	10
	Subtotal —Multimedia Suite	—		—	12		2,100	+2,100	

NOTES

1 TV Interview Room—Consolidation of spaces in other departments and expansion to meet audio/video needs.
2 Broadcast Studio —Consolidation of spaces in other departments and expansion to meet audio/video needs.
3 Broadcast Studio Control Room—Consolidation of spaces in other departments and expansion to meet audio/video needs.
4 Broadcast Studio Storage—Consolidation of spaces in other departments and expansion to meet audio/video needs.
5 CLE/Live Talk Studio —Consolidation of spaces in other departments and expansion to meet audio/video needs.
6 CLE/Live Talk Control Room—Consolidation of spaces in other departments and expansion to meet audio/video needs.
7 Audio/Video Studio —Consolidation of spaces in other departments and expansion to meet audio/video needs.
8 A/V Control Room—Consolidation of spaces in other departments and expansion to meet audio/video needs.
9 AV Room—Consolidation of spaces in other departments and expansion to meet audio/video needs.
10 Reception—Consolidation of spaces in other departments and expansion to meet audio/video needs.

		PROGRAM OF REQUIREMENTS			PROGRAM VERIFICATION			CHANGE	
INDEX	SPACE	QTY	AREA EACH (SF)	ASF (SF)	QTY	AREA EACH (SF)	ASF (SF)	ΔASF (SF) STATUS	NOTE
27	HONOR COURT								
27.01	Honor Court Office	—	—	—	1	150	150	+150 ADDED	1
	Subtotal —Honor Court	—		—	1		150	+150	

NOTES

1 Honor Court Office —Added per focus group.

	GRAND TOTAL — ALL DEPARTMENTS	694		158,127	669		141,064	(17,063)	
	Tie-check vs Department Summary program			—			—		

Areas are assignable square feet (ASF) as computed on the Space Program tab. Departmental and building grossing factors are excluded from this sheet. Blank source values print as

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SECTION 05

PROGRAM SPACE TYPES

INSTRUCTIONAL

PROGRAM CHANGES

The 600-seat auditorium and all associated support spaces, including pre-function, chambers, jury room, IT, and storage, are removed, eliminating 13,355 ASF. Large-event programming would be held in an events space which is added to the space program in the “Other” category, which absorbs 12,600 ASF of that function. The former 80-person moot court has increased to 200 people, to accommodate larger events. Supporting space for the auditorium, including Judge's chambers and the jury room, are reassigned to support the 200-person moot court. The 200-person moot court will have a flexible front space, so that it can be utilized as a trial courtroom (including space for jury and court reporter), appellate court, as well as lecture/classroom type function. The moot court entry and common area is trimmed from 1,000 to 640 ASF.

Classroom inventory is right-sized to peer law school benchmarks: large rooms reduced from five to four, medium from six to four, small from four to three, seminars held at four, and the area-per-seat standard tightened from 35 to 30 ASF. Trial simulation rooms are reduced from six to four, aligned with the four concurrent evening sessions identified by TMSL.



CHARACTERISTICS

The 200-person auditorium will serve as a centerpiece of the school, featuring upgraded and specialty finishes throughout. Seating will be tiered, with half featuring fixed tables coordinated with the room's overall finish palette, and the remaining half consisting of fixed seats. Acoustics will be a key design priority, with finishes selected and reviewed to meet the room's acoustic performance requirements.

Specialty wall finishes may include wood paneling and fabric-wrapped panels, while ceiling treatments may incorporate wood ceiling elements alongside acoustical solutions. A tailored AV and technology package will be integrated into the design, including display monitors or projection screens as determined by the engineering team. Specialty lighting will also be provided to complement the space.

The tiered 60-person and 80-person classrooms will feature select upgraded finishes, including wood paneling and specialty acoustical treatments. Fixed tables will be designed to coordinate with the overall material palette of each room.

Typical flat-floor classrooms will feature a more simplified finish palette, including carpet flooring, fabric-wrapped panels and markerboards on the walls, and acoustic ceiling panels on the ceiling. Trial simulation rooms will follow a similar finish standard to the typical classrooms, and will incorporate flexible furniture to allow the spaces to be configured and utilized in a variety of ways.









LIBRARY

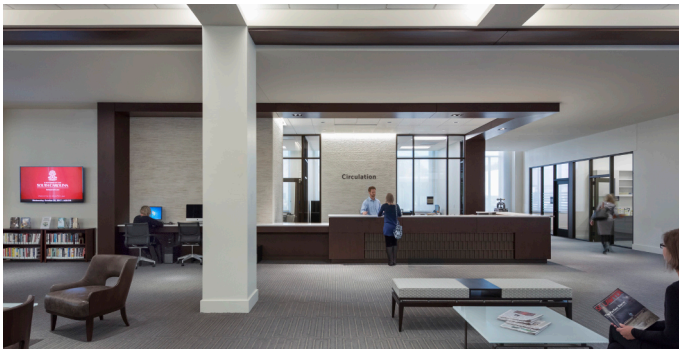
PROGRAM CHANGES

The majority of the collections are migrated to compact shelving, replacing open stacks and open-stack study space. The program includes 5,400 ASF of compact shelving and 2,300 ASF of open shelving with a reduction from 11,000 to 7,700 ASF while keeping the collection intact. A special collections space is added, which will consist of display shelving as well as a variety of seating types.

Study space nearly doubles, growing from 5,000 to 9,100 ASF to seat 294 students. The study room mix is restructured to reflect how students actually gather: twenty 10-person rooms are replaced by four 10-person, six 8-person, and eight 4-person rooms, better serving groups of two to four. A formal reading room is added, offering 40 seats alongside 88 carrels and 32 table seats that would be distributed throughout the library. Lounge seating is limited to 14 seats.

On the service side, circulation and reference desks are separated, and a patron portal is introduced to accommodate public users working independently from students. New staff and operational spaces are added — a technical services workroom, a staff breakroom, and a second climate-controlled room for special collections. The computer lab is reduced from 40 stations to 24 as the intent for this space is to be for student use only, not as a classroom space.







CHARACTERISTICS

As the heart of the school, the library's public spaces will feature upgraded finishes that reflect its central importance. The reading room will be a highlight of the space, with specialty finishes including wood paneling, millwork displays, and wood panel and other specialty ceiling treatments. Special collections will be similarly appointed, serving as a feature space designed to showcase highlights of the collection. The circulation and reference desk areas, as the library's first impression, will also receive upgraded finishes. Specialty lighting will be incorporated throughout these key areas.

Motorized compact shelving will be provided, with end panels for both compact and open shelving designed to complement the overall aesthetic of the space. Group study rooms will feature glazing, markerboards, and monitors.







FACULTY

PROGRAM CHANGES

Six faculty conference rooms and six student waiting areas are added to provide dedicated spaces for faculty meetings and student accommodation. The faculty lounge is doubled from 625 to 1,250 ASF to accommodate all faculty simultaneously, and a pantry is included to support the expanded space.

CHARACTERISTICS

Public-facing spaces such as waiting areas will feature select upgraded finishes, including wood paneling. Meeting spaces will be equipped with glazing, markerboards, and displays. Specialty lighting will be incorporated sparingly in select locations.









ADMINISTRATION

PROGRAM CHANGES

Administration is divided into multiple distinct suites. The Leadership Suite houses the Dean's department alongside the Office of Assessments & Strategic Planning.

The Technology Suite incorporates a new Multimedia Suite (2,100 ASF) featuring a broadcast studio and control room, two CLE and live-talk studios, two audio/video studios, a TV interview room, reception, and storage. To offset this addition, the Technology department is streamlined — standalone audio-visual rooms are removed and web developer positions are reduced from four to two, with that capacity absorbed by the Multimedia Suite. The Communications department is co-located nearby.

Career Services grows significantly, expanding from one assistant director to eight, and is paired with the Alumni department in a shared suite with a common waiting area.

Student Services consolidates the registrar, admissions, and financial aid. Admissions and financial aid are positioned closely to improve student access. Academic Support is embedded within the faculty office suite, enabling shared resources and student waiting areas. Accommodations testing is relocated out of the library into four dedicated rooms within the Academic Support Suite.

Waiting areas and pantries are added at the Dean's Suite, Student Services, and Career Services/Alumni. The staff lounge is consolidated from four rooms into a single shared space.

CHARACTERISTICS

Finishes will be comparable to the Faculty spaces.





STUDENTS

PROGRAM CHANGES

Food service shifts to a servery model, eliminating all production and bulk storage in favor of a 3,000 ASF kitchen allowance, pending a food service consultant review. This reduces the department from 15,020 to 6,000 ASF. Dining capacity drops from 266 to 100 seats — approximately 15% of enrollment, consistent with peer institutions — and the standalone coffee shop is removed.

The student commons is reduced from 6,400 to 3,000 ASF, offset by the addition of a 1,500 ASF tutoring center and study hall, 1,800 ASF of classroom breakout space, and 1,625 ASF of lockers.

Student organizations consolidate from 30 offices to 15, gaining a shared workroom, lounge, and three conference rooms. Law Review and Board of Advocates stations are resized from 80 to 50 ASF each, reflecting a shift from single- to double-occupancy.

New additions include a food pantry, career closet, and Honor Court office. Wellness expands with two ablution rooms and doubled spiritual respite space, while respite rooms increase from four to six at a reduced individual size.

CHARACTERISTICS

The commons and dining room will feature select specialty finishes and specialty lighting throughout. The kitchen program is still to be determined; however, even as a catering kitchen, commercial kitchen equipment and anti-microbial surfaces will be required. Lockers will be double-height wood units. Student work spaces will include typical office-type finishes.













OTHER

PROGRAM CHANGES

A new dedicated flat-floor events space of 9,600 ASF is added, accommodating 400–600 people and replacing the deleted 600-person auditorium. This represents a significant upgrade from the building's current largest room capacity of approximately 200. The space is designed to subdivide for simultaneous functions. Dedicated events storage and catering staging are added at 1,500 ASF each, ensuring events no longer displace student spaces or rely on the cafeteria kitchen.

A front desk and security checkpoint is introduced at the main lobby entrance. The business court, ceremonial lobby, and building support remain unchanged, pending further detail on the business court.

CHARACTERISTICS

The events space can be divided into three configurations utilizing two Skyfold partitions. Displays and supplemental sound equipment will be provided as designed by the engineering team. Acoustics will be a key design consideration, with finishes selected to achieve optimal performance. Specialty finishes, including wood paneling and fabric-wrapped panels, will be incorporated throughout the space.

The ceremonial lobby and pre-function area will feature upgraded finishes, with built-in display cases highlighting TMSL achievements. Specialty lighting will be a focus of the ceremonial lobby and pre-function area, with select supplemental lighting carried into the events space. Additional lighting will be provided to support specific uses, such as illuminating speaker areas.

The front desk and security area will serve as the first impression of the school and will feature upgraded finishes accordingly. Turnstiles will be provided for access control. Specialty lighting will be incorporated to complement the space.






Civil Rights
Division



EARL CARL INSTITUTE & CLINICS

PROGRAM CHANGES

The suite is designed for the clinics and ECI to share a single space, providing flexibility to expand or contract as needs change over time. By sharing a single suite, both groups gain access to a set of common resources that serve the full community of occupants. These shared amenities include a welcoming lobby and waiting room outfitted with a children's corner, four dedicated phone rooms to accommodate confidential calls, a work room for day-to-day operational needs, and a pantry and breakroom for faculty, staff, and students alike.

Office and workstation sizes and quantities have been carefully refined to reflect both the shared-suite model and anticipated growth projections, ensuring that the space remains functional and appropriately scaled as each group evolves. Meeting spaces have similarly been incorporated to serve the programming and scheduling needs of both the clinics and ECI together.

To support collaborative and specialized work, two war rooms have been added — one dedicated to Innocence Project work and one for research purposes — providing focused environments for team-based efforts. On the advocacy and training side, the plan removes one courtroom so that the suite is served by a single courtroom alongside one 20-person trial simulation room, both of which will be shared resources available to all occupants.

At the entry point, ten public computer stations have been added to facilitate community intake, ensuring accessible and efficient service for members of the public. Finally, restroom accommodations have been thoughtfully planned: two private restrooms will be available exclusively for faculty, staff, and student use within the suite, while separate public restrooms — featuring stalls — will be provided to serve visitors and community members.



CHARACTERISTICS

The reception area, as the primary public-facing space, should incorporate select upgraded finishes and specialty lighting to create a polished and welcoming first impression. Glazing at the entry is recommended to open up the space and reinforce an inviting atmosphere for visitors and community members alike.

Beyond the reception, the remaining spaces throughout the suite will feature typical office finishes consistent with those found elsewhere in the building, maintaining a cohesive and functional aesthetic. The courtroom will include a limited selection of specialty finishes, balancing the formality appropriate to the space with an otherwise straightforward material palette.









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TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Request Approval to Negotiate and Execute a Contract for Fire Alarm System Upgrades for Transformation Village

DATE PREVIOUSLY SUBMITTED: August 2023

SUMMARY:
The Administration requests approval to negotiate and execute a contract with the best-value respondent resulting from RFP #717-27-703, Fire Alarm System Upgrade, to modernize the fire alarm and life-safety infrastructure serving the University's Transformation Village residential complex.

Texas Southern University is committed to maintaining a campus environment that protects the safety and well-being of our students, faculty, staff, and visitors while ensuring the continued reliability of critical University infrastructure.

This investment will strengthen the University's life-safety infrastructure, address system deficiencies, improve system reliability and monitoring capabilities, and ensure compliance with applicable fire, life-safety, accessibility, and regulatory requirements.

The selected contractor will provide a comprehensive, turnkey solution that includes:
- Assessment, Design, and Engineering – Inspection and assessment of existing conditions, identification of deficiencies, system design, engineering, permitting, plan review, and required construction documentation.
- System Replacement and Modernization – Replacement and installation of fire alarm control equipment, initiating and notification devices, wiring, network equipment, power supplies, and associated components.
- System Integration and Monitoring – Programming and integration with University monitoring and dispatch operations and other applicable building and life-safety systems.
- Testing, Commissioning, and Compliance – Comprehensive system testing, commissioning, acceptance testing, and coordination with the University and applicable Authority Having Jurisdiction.
- Training, Documentation, and Warranty – Required system training, as-built documentation, closeout materials, and warranty coverage.

The contractor will provide all labor, materials, equipment, programming, engineering, permits, inspections, and documentation necessary to deliver a complete and operational fire alarm system.

Procurement Method
RFP #717-27-703, 5 Year contract term.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: Not-to-Exceed (NTE) | $300,000.00
1000-61200-7266-70| Non-State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Bid Posting

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 08.04.01-Contract Administration

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

ACTION REQUESTED: The Administration requests Board authorization to negotiate and execute a contract with the vendor determined to provide the best value to the University through the pending procurement process. The Administration will report the selected vendor to the Board at its next regularly scheduled meeting.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.1 Improve student experience — streamline processes/technology
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL	10/30/2026 **DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb **CHIEF FINANCIAL OFFICER**	11/01/2026 **DATE**
James Crawford (Nov 5, 2026 17:22:08 CST) **PRESIDENT**	11/05/2026 **DATE**

TSU

TEXAS SOUTHERN UNIVERSITY

REQUEST FOR PROPOSALS

FIRE ALARM SYSTEM UPGRADE

RFP # 717-27-703

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Time; Wednesday, October, 7, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University

PROCUREMENT SERVICES

Attn: Thomas Britt

3100 Cleburne Street

Mack O. Hannah Hall, Suite 333

Houston, Texas 77004 - 4598

GENERAL INFORMATION

1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract for a Fire Alarm System Upgrade, as needed by the University, in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 CONTRACT TERM. The work is to be done in accordance with the specifications. This is a one-time purchase.

1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFP:

(a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed

(b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses

(c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal

(d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits

(e) Contractor – Respondent whose proposal results in a contract with TSU

(f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at http:esbd.state.tx.us/

(g) Gov't Code – Texas Government Code.

(h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.

(i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.

(j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.

(k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and

continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performance called for in the Contract. The Respondent shall retain all such records for a period of seven (7) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.6 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.7 COMMODITY CODE

The NIGP / State of Texas commodity codes for this solicitation: 340-16 and 990-42

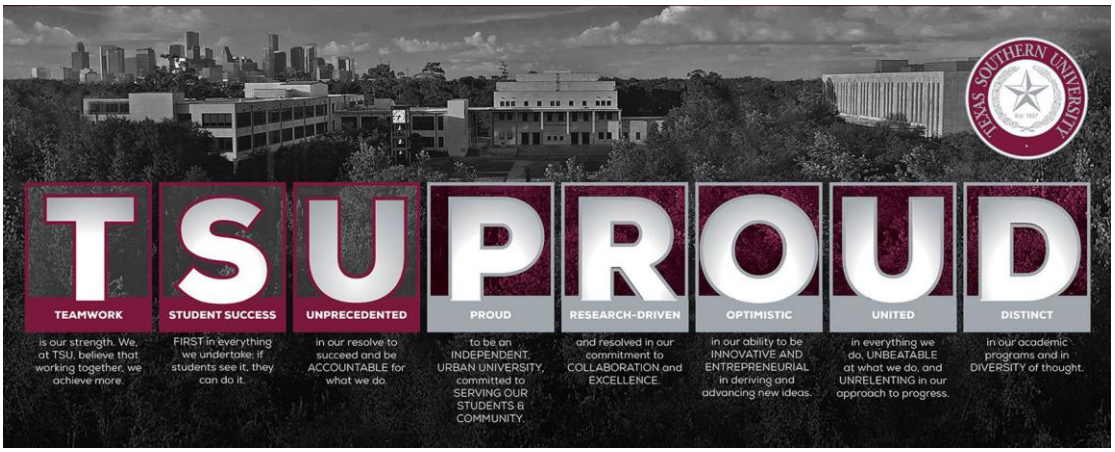
1.8 BACKGROUND

Texas Southern University ("TSU") is an elite, Carnegie R2 Institution and proud to be the premiere producer of talent for s strong Texas. The Owner one of the largest Historically Black College/University ("HBCU") in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston's historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



End of Section I

SECTION II

SCOPE OF WORK

2.1 Project Overview

The Owner is soliciting proposals from qualified fire alarm contractors for the inspection, assessment, design, replacement, installation, programming, testing, and commissioning of the existing fire alarm system serving a 15-building apartment complex. The selected contractor shall provide a complete turnkey fire alarm solution compliant with all applicable National, State, and Local fire codes, including requirements established by the Authority Having Jurisdiction (AHJ).

2.2 Existing System

The existing property is currently served by a fire alarm system (FAS) consisting of individual fire alarm control panels per buildings and associated notification, detection, monitoring, and initiating devices. The existing system includes multiple apartment buildings requiring coordinated fire alarm operation, notification, monitoring, and emergency response functionality. The contractor shall verify existing conditions, document deficiencies, and provide recommendations necessary to bring the fire alarm system into compliance.

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Specifications and requirements set forth that contain the words 'must' or 'shall' are mandatory and must be provided as specified with no alteration, modification, or exception. Specifications and requirements set forth that contain the words 'may' or 'can' allow Respondents to offer alternatives to the manner in which the commodities/services are provided. The criteria in which your response will be evaluated are as follows:

Criteria 1: Experience of Firm
Criteria 2: Qualifications of Personnel
Criteria 3: Approach and Methodology
Criteria 4: Solutions and Deliverables
Criteria 5: Pricing

3.2 CRITERION 1: Experience of the Firm

Bidder shall:

- Be licensed and qualified to perform fire alarm system work. Please provide documentation.
- Have experience with large multi-building residential fire alarm systems. Give history.
- Provide five (5) references for similar projects, especially higher education.
- Maintain required certifications and insurance. Please document.
- Provide manufacturer authorization documentation if applicable.

3.3 CRITERION 2: Qualifications of the Personnel

Texas Southern University (TSU) and The Texas State Fire Marshal's Office (SFMO) requires the following current and maintained individual licenses and registrations:

a. All Technicians must be qualified on the systems they are working on or under the direct on-site supervision of a qualified individual. NFPA defines a qualified individual as a competent and capable person (or company) who has met the requirements and training for a given field acceptable to the AHJ. -2017 NFPA 25 3.3.34 & 2019 NFPA 72 3.3.228.

b. Texas Fire Alarm Technician (FAL) or a Fire Alarm Planning Superintendent (APS) to work on fire alarms.

c. Fire Alarm Technician (FAL) or a Fire Alarm Planning Superintendent (APS) and Fire Extinguisher License A (FEL-A) or Extinguisher Planning License (EPL) to work on suppression systems.

d. The installing company shall provide employ NICET Level II (or higher) fire alarm technicians to supervise the programming and testing of the system and to ensure the system's integrity.

e. Fire Alarm Certificate of Registration (ACR) required.

3.4 CRITERION 3: Approach and Methodology

The Contractor shall provide all labor, materials, equipment, programming, engineering, permits, inspections, and documentation necessary to complete the project. The scope shall include, but is not limited to:

a. Design and permitting with plan review
b. Design drawings (CAD & PDF). The TSU will provide floor plans in DWG format for use.
c. Electrical work (110v) provided by a licensed contractor working for the awarded vendor
d. Pull stations at all building exits
e. Ceiling mounted notification devices, where possible
f. All wiring must be plenum rated, concealed above the ceiling, and secured using methods approved by Texas Southern University Environmental Health & Safety Department. (TSU – EH&S)
g. Any penetration through a non-rated or rated fire assembly will require proper fire stopping material:
   (i) Only fire stopping material approved by the TSU – EH&S Department will be used to seal penetrations
   (ii) Only trained personnel that have completed Firestop Instructional Training
   - level 1 or higher will be permitted to install firestop systems
h. All cabling and devices will be labelled
i. Existing conduit will be used where possible in exposed areas
j. SLC, NAC, Audio, Bus, and all other wiring must be Class A or Class X where possible.
k. Program TSU Graphics to include all buildings.
   (i) Workstation at GSB 2ND Floor Fire Alarm Operations
   (ii) Workstation at TSU DPS Dispatch
l. Removal and demolition of the existing fire alarm, devices, and wiring once the new FAS is installed, tested, and certified
m. Coordination with all integrated systems vendors for installation and acceptance testing including Texas Southern University - Authority Having Jurisdiction.
n. Pre-test prior to the final test with the TSU - AHJ
o. Acceptance testing with the TSU - AHJ
p. As-built documentation must be provided in PDF and CAD formats
q. 8 hours of on-site system training
r. At least a 1-year warranty on all materials and labor from the date of substantial completion
s. Patch and paint
   (i) All walls where the old audible/visible devices and pull stations are removed will be patched and painted to match. Painting will be blended to match.
   Painting does not include painting of entire wall areas
   (ii) Stainless steel plates will be provided on walls that have wallpaper or other wall coverings that cannot be painted to match
   (iii) New ceiling tiles (if required) where the old system smoke detectors or speakers are deleted are to be provided by the TSU and will be installed by the awarded vendor
   (iv) Any areas requiring holes to be cut in sheetrock ceilings for installation of cable above ceilings without existing access hatches will be patched and painted
   (v) A round white cover plate will be provided for locations where old ceiling mounted devices are deleted in sheetrock ceilings

Fire Alarm System Assessment

- Perform a complete inspection of all existing fire alarm equipment.
- Identify failed, outdated, damaged, or non-compliant components.
- Verify device locations and system coverage.
- Provide a written assessment report.

Fire Alarm Control Equipment

Integrator must provide and install a replacement fire alarm system (FAS) Simplex 4007ES Fire Alarm System for Transformation Village Multiple Buildings to include: (Clubhouse Bldg. 1), Buildings 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.

The Fire Alarm Control Panel must be a Simplex 4007ES fire alarm system with new WP NEMA enclosures and all peripheral devices in a 1 for 1 manner. This specific model is required for compatibility with existing TSU systems.

The existing FACP locations will be relocated beneath each building's awning to protect the equipment from exposure to environmental conditions.

- Provide replacement or upgraded fire alarm control equipment as required.
- Maintain compatibility with existing system requirements where applicable.
- Provide new control panels, network equipment, power supplies, and associated components as required.
- Provide system programming and configuration.

Initiating Devices

Provide, replace, or verify operation of:

- Smoke detectors (if needed)
- Pull stations
- Supervisory devices (if needed)
- Other initiating devices as required

Notification Devices

Provide, replace, or verify:

- Horns
- Strobes
- Horn/strobe combination devices
- Audible notification coverage
- Visual notification coverage

Specifications

This section includes the furnishing, installation, connection, and testing of the intelligent, microprocessor-controlled, addressable, fire alarm equipment required to form a complete and operational system. It shall include but not be limited to a Fire Alarm Control Panel (FACP), alarm initiating devices, alarm notification appliances, auxiliary control devices, annunciators, TCP/IP (Ethernet) and/or digital alarm communications (DACT) located in Clubhouse Building 1, or central stations, or TSU Dispatch Central Station (specified by TSU) and wiring as shown on the drawings and specified herein.

a. The fire alarm system shall comply with the requirements of NFPA 72 National Fire Alarm Code except as modified by the local Authority Having Jurisdiction and supplemented by this specification. The system field devices shall be supervised either electrically or through software driven polling process.
b. The FACP and associated field devices shall be manufactured or supplied 100% by a single U.S. manufacturer that is ISO 9001 certified.
c. The FACP and associated field devices system shall comply with the following Underwriters Laboratories Inc. (UL) USA listing standards as applicable.

No. 38 Manually Actuated Signaling Boxes

No. 50 Cabinets and Boxes
No. 864 Control Units for Fire Protective Signaling Systems
No. 268 Smoke Detectors for Fire Protective Signaling Systems
No. 268A Smoke Detectors for Duct Applications
No. 464 Audible Signaling Appliances
No. 1638 Private Mode Emergency and General Utility Signaling
No. 1971 Visual Notification Appliance

Simplex 4007ES Fire Alarm - intelligent, microprocessor controlled, addressable fire alarm detection system - shall be installed in accordance with the project specifications and drawings.

Basic Performance

a. Addressable devices shall be connected to the FACP Signaling Line Circuit (SLC)
b. The FACP SLC shall support Class A (Style 6 or 7), Class B (Style 4), or Class X wiring configuration.
c. The SLC loop shall not require twisted or shielded cabling. Systems that require twisted and/or shielded cabling for the SLC loop are not acceptable.
d. The FACP Notification Appliance Circuits must support either Class A (Style Z) or Class B (Style Y) wiring configuration.
e. The FACP RS-485 bus shall support either Class A or Class B wiring configuration.
f. All circuits shall be power limited per UL 864 requirements.
g. The secondary power source of the fire alarm control panel shall be capable of providing at least 24 hours of backup power with the ability to power the system for an additional 5 minutes in an alarm condition, at the end of the 24-hour backup period.

Basic System Operation

a. When an off normal condition occurs (Alarm, Supervisory, or Trouble) the respective LED on the FACP shall illuminate.
b. A piezo sounder shall activate at the FACP during any off normal condition until the SILENCE button is pressed by an authorized user.
c. A Red LED shall illuminate when an alarm or pre-alarm condition exists.
d. An Amber (yellow) LED shall illuminate when a Supervisory or Trouble condition exists.
e. A backlit 4 line 40-character LCD screen shall display all messages that refer to an off- normal condition.
f. An Alarm condition shall have priority over all other signals.
g. The FACP shall include an event buffer that maintains the last 4,000 system events including a date and time stamp for each.
h. In response to fire alarm condition, the systems notification appliances and relay-controlled output circuits that are associated through programming with the device initiating the alarm, shall automatically activate. Additionally, the system shall notify an approved central station via dial-up, IP, or cellular means as deemed acceptable by the local Authority Having Jurisdiction (AHJ).

3.5 CRITERON 4: Solutions and Deliverables

General

All references to manufacturers' model numbers and other pertinent information herein is intended to establish minimum standards of performance, function, and quality only. All makes, models and manufacturers will be considered. A fully turnkey solution is expected.

For equipment other than that specified, the contractor shall provide proof that the proposed substitute equipment equals or exceeds the form, feature, function, performance, and quality of the specified equipment.

Shop Drawings

Drawings are to be provided by vendor that include all field devices that are installed as part of the fire alarm system including the address, circuit, location, and type for each. Whenever possible, the drawings shall reflect other components of the building such as air diffusers, HVAC returns, lights, etc. to determine compliance.

The drawings shall include conductor counts and wire sizes for each circuit.

The location and mounting configuration of the FACP, remote power supplies, and terminal cabinets shall be indicated on the drawings.

Other documentation

In addition to the shop drawings, the following information shall also be included with the submittal.

(a) Manufacturer's technical data sheets for each piece of equipment that will be installed.
(b) Standby battery calculations for the FACP and any remote power supply or other panels that include their own standby batteries.
(c) Voltage drop calculations showing the worst-case end of line voltage for all notification appliance circuits
(d) Detailed description of the overall operation of the system or a sequence of operation matrix.
(e) Proof of factory training and certification of the supervising technician assigned to the project.
(f) Proof of factory training and certification of a service technician employed by the installation company that can be onsite to troubleshoot and repair any service-related problems with the system, within 4 hours of being notified of the problem.

Monitoring and Integration

The contractor shall provide:

- Fire alarm monitoring connection
- Interface with sprinkler systems (if applicable)
- Elevator recall interface (if applicable)
- HVAC shutdown interface (if applicable)
- Door release/interface connections (if applicable)
- Other required life safety integrations

Building Coverage

The project includes the following:

- Fifteen (15) apartment buildings
- Common areas
- Mechanical/electrical spaces
- Fire pump/sprinkler interface areas (if applicable)
- Administrative or support areas

Contractor shall verify building-by-building requirements prior to bid submission.

Code Compliance Requirements

The completed system shall comply with the latest applicable requirements of:

- NFPA 72 – National Fire Alarm and Signaling Code
- NFPA 101 – Life Safety Code
- International Fire Code (IFC)
- State Fire Marshal requirements
- AHJ requirements
- Applicable accessibility requirements
- TSU Standard Specifications

Testing and Commissioning

The Contractor shall provide:

- Complete system testing
- Device testing
- Notification appliance testing
- Alarm verification
- Supervisory testing
- Trouble condition testing
- Battery testing
- Fire Marshal acceptance testing
- Written test reports upon completion.

Required Submittals

Contractor shall provide:

- Product data sheets
- Shop drawings
- System design documents
- Device layout drawings
- Battery calculations
- Voltage drop calculations
- Programming documentation
- Test reports
- Warranty documentation
- As-built drawings

Warranty Requirements

Contractor shall provide:

- Minimum one-year labor warranty
- Manufacturer equipment warranty

- Corrective service for warranty-related issues

Schedule

Contractor shall provide:

- Estimated start date
- Construction duration
- Building-by-building completion schedule
- Final testing and commissioning schedule

3.6 CRITERION 5: Pricing

3.6.1 Please thoroughly address all costs associated with Firm's RFP response and with all deliverables and solutions proposed. Itemize each and every cost.

3.6.2 All expected costs must be shown as you will not be able to bill the University for additional and/or hidden costs not directly addressed in your proposal response.

3.6.3 You must provide an easy to find Grand Total for your bid. We simply cannot flip through pages and pages of information and have to calculate your bid price exactly the way you would. Failure to meet this criterion could result in a miscalculation on our part, and ultimately could result in a higher price; and thus, a lower score.

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End of Section III

SECTION IV

PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP	Tuesday, September 15, 2026
Prebid meeting and walk through	Wednesday, September 23, 2026
Deadline for Submission of Questions	Wednesday, September 30, 2026
Deadline for Submission of Proposals	Wednesday, October 14, 2026

4.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for addenda and updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 PRE-PROPOSAL MEETING

There will a pre-bid meeting and walk through on Wednesday, September 23, 2026 at 10:00 a.m. in Conference Room 217 of our General Services Building. Public parking is available behind (east) or across the side street (south) of the GSB.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper copy of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

4.4.2 Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.

4.4.3 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:
Introduction Letter (2-page maximum)

Table of Contents
Tab 1: Criterion 1
Tab 2: Criterion 2
Tab 3: Criterion 3

Tab 4: Criterion 4
Tab 4: Criterion 5
Tab 6: TSU Terms and Conditions
Tab 7: Exhibit A: Execution of Proposal
Tab 8: Addenda, if applicable
Tab 9: Form 1295, if applicable

4.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

4.4.5 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

4.4.6 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses ("HUB") in all contracts. Accordingly, Texas Southern University has adopted Section 5.2 Policy on Utilization of Historically Underutilized Businesses. This policy applies to all contracts with an expected value of $100,000 or more. If Texas Southern University determines those subcontracting opportunities are probable, then a VetHUB subcontracting plan is a required element of the Proposal. Failure to submit a required VetHUB Subcontracting plan will result in rejection of the Proposal.

4.4.6.1 Statement of Probability: Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, an HSP is required as a part of an offeror's Proposal.

4.4.6.2 The VetHUB Subcontracting goal for the RFP is 22% participation. Offerors are expected to make a good faith effort to meet this goal. The HSP may be prepared by the Offeror with all of the sub-consultants.

4.4.6.3 Refer to the Owner's Policy on the Utilization of Historically Underutilized Businesses ("HUB Policy"), for a detailed list of attachments required with the Proposal.

4.4.6.4 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which statements, detailed in Figure 1, will be required to be completed and returned.

4.4.6.5 For information regarding Texas Southern University's VetHUB Program and HUB Subcontracting opportunities, please contact Mr. Sceffers Ward, HUB Coordinator, sceffers.ward@tsu.edu.

Historically Underutilized Businesses: In accordance with *Texas Government Code* Sections 2161.181-182 and Section 111.11 – 111.28 of the *Texas Administrative Code* ("***TAC***"), Owner is required to make a good faith effort to utilize Historically Underutilized Businesses ("**Vet*HUBs***") in contracts for construction services with an expected value of $100,000 or more. A copy of the HUB plan can be downloaded from the Comptroller's website. Owner is committed to sponsoring mentor-protégé relationships for HUBs as outlined in *Texas Government Code* Section 2161.065 and TAC Title 34, Part 1, Chapter 20, Subchapter B, §20.28, and has been performing outreach to support this important effort.

The VetHub Sub-Contracting Plan may be located at the following link:
https://comptroller.texas.gov/purchasing/vendor/hub/forms.php

** A State of Texas VetHUB plan is required for this solicitation.

4.4.7 **HOUSE BILL 1295**

The awarded vendor may be required to submit the State of Texas House Bill 1295, Certificate for Interested Parties, if your bid response is over $100,000; unless you are a publicly traded company. If your price is over $100,000 you must complete the 1295 form and include it in your response. If not applicable, then clearly state this point as well in Tab 9

4.5 INQUIRIES / QUESTIONS

4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Thomas Britt at thomas.britt@tsu.edu by 12:00 noon Central time on Wednesday, September 30, 2026; the date listed as the deadline for submission of questions as specified in Section 4.1 above.

4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

4.5.3 Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

4.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

4.6.1 All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.

4.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver their Proposal response to Greg Williams in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

4.6.3 Telephone, email and facsimile Proposal responses will not be accepted.

4.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

4.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department, and they can begin reviewing them, in order to speed up possible negotiations.

4.7 DELIVERY OF PROPOSALS

Proposals are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Fed Ex Overnight / Express Mail, or Hand Delivery (recommended).

** Please instruct your delivery service to avoid delivering your submittal to the University's Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to either the TSU Post Office or the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.

4.8 PROPOSAL OPENING

4.8.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.

4.8.2 All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.

4.8.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.9 PROPOSAL EVALUATION AND AWARD

4.9.1 TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Tex. Government Code, Section 2155.074.

4.9.2 A committee will be established to evaluate the Proposals. The committee will include employees of TSU and other persons invited by TSU to participate.

4.9.3 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.

4.9.4 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

4.9.5 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

Criteria	Weight
Criterion 1: Experience of the Firm	10%
Criterion 2: Qualifications of Personnel	10%
Criterion 3: Approach and Methodology	20%
Criterion 4: Solutions and Deliverables	20%
Criterion 5: Pricing	40%

4.9.6 The evaluation committee will determine if Best and Final Proposal (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

4.9.7 TSU reserves the right to award to multiple vendors if deemed in the best interest of the University.

End of Section IV

EXHIBIT A

EXECUTION OFFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:
All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economicopportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent oranyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws ofthe State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrustlaws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business addressof Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP hasany financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004,Government Code, the vendor [Respondent] certifies that the individual or business entity namedin this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified paymentand acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under *Government* Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of theTexas Comptroller of Public Accounts, Texas Southern University or any other state agency, wasinvolved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Nameof former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt,including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross- referencing respondents/vendors with the Federal General Services Administration's Systemfor Award Management (SAM), https://www.sam.gov/SAM/ , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in thistransaction and have not been subjected to suspension, debarment, or similar ineligibilitydetermined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/SAM/

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code,Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas GovernmentCode, the respondent certifies that the individual or business entity named in this Proposal is notineligible to receive the specified contract and acknowledges that any contract resulting from thisRFP May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct anaudit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptanceof funds by the Respondent or any other entity or person directly under this contract or indirectlythrough a subcontract under this contract acts as acceptance of the authority of the state auditor,under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor mustprovide the state auditor with access to any information the state auditor considers relevant to theinvestigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperateis included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods orservices within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subjectto applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

( ) Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder thatis owned by a service-disabled veteran *
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders
( ) USA produced supplies, materials, or equipment
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Recycled or Reused Computer Equipment of Other Manufacturers
( ) Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY): _____

SIGNATURE _____

NAME (TYPED/PRINTED) _____

TITLE: _____

EMAIL ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX: _____

TAX IDENTIFICATION NUMBER: _____

DATE: _____

End of Exhibit A

End of the solicitation

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Request Approval to Negotiate and Execute a Master Interagency Cooperation Contract with the Texas Facilities Commission

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval to negotiate and execute a Master Interagency Cooperation Contract with the Texas Facilities Commission (TFC) to provide facilities planning, programming, design coordination, procurement support, and project management services for approved University projects.

The University's facilities are essential to advancing student success, academic and research excellence, and effective operations. Fulfilling these responsibilities requires deliberate investment, disciplined execution, and accountable stewardship of public resources.

The proposed partnership with TFC will strengthen the University's ability to plan and manage approved facilities initiatives through specialized expertise and coordinated oversight. The master agreement will establish common terms for performance, financial administration, reporting, and project delivery, while individual project authorizations will define the commitments associated with each initiative.

This framework will support the implementation of university priorities and the Campus Master Plan by aligning project scope, resources, and execution with institutional objectives.

Each project will proceed only after the University and TFC approve a written project authorization incorporated into the master agreement. Each authorization will establish:

*The nature and extent of services, required deliverables, and responsibilities of each party.
*The project schedule and performance milestones.
*The authorized funding source and confirmation of available funds.
*The basis for calculating reimbursable costs, including TFC fees and third-party costs.
*The maximum financial obligation for the project.
*Reporting expectations and procedures for approving changes.

Oversight and Reporting – The Administration will provide the Board with periodic informational updates on each project, including:
• The scope of work and/or written project authorization agreement;
• The amount drawn down against the approved $5 million authorization; and
• Project status updates.
TFC's reporting, project management activities, recommendations, and project progress updates will be incorporated into the Campus Master Plan quarterly reports.
Pursuant to the Governor's Budget Execution Order issued under Texas Government Code §317.005(b), I certify that the expense item below is necessary to support and maintain in educational and general activities; operational commitments; existing debt services, scholarships, utilities, facilities, equipment, respond to emergencies; and general operational costs.

Procurement Method
The procurement method is an Interagency Cooperation Contract (IAC) under the Texas Interagency Cooperation Act, Texas Government Code Chapter 771. Section 771.003 authorizes state agencies to contract with one another for necessary and authorized services.
The resulting contract will have an initial term of five year.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement
New Contract

FISCAL IMPACT: Not-to-Exceed (NTE) | $5,000,000.00, annually | 5-year contract
1625-41610-60 | Non-State-Appropriated Funds
9108-61200-38627| State- Appropriated Funds

SUPPORTING DOCUMENTATION:

Proposed scope of work

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
Board Policy 73.03
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 08.04.01-Contract Administration

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

	10/30/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb	10/30/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Nov 5, 2026 17:24:45 CST)	11/05/2026
PRESIDENT	**DATE**

Texas Facilities Commission Preliminary Fee Estimate

Supporting Documentation

The Administration requests Board authorization to negotiate and execute a Master Interagency Cooperation Contract with the Texas Facilities Commission (TFC) in an amount not to exceed $5 million. The agreement will strengthen the University's capacity to advance approved campus priorities through access to facilities planning, programming, design coordination, procurement support, and project management expertise.

The requested authorization will support various campus projects, with services determined by institutional priorities, available resources, and the requirements of each initiative. Individual written project authorizations will establish the scope, deliverables, schedule, compensation, reporting expectations, and maximum financial obligation.

To inform the Board's consideration, the Administration developed illustrative fee estimates for two potential assignments using the fee schedule incorporated into the University's existing Law School agreement with TFC.

Should the University engage TFC for University Towers restoration and oversight of the three new campus buildings, the preliminary fees would be:

Potential Assignment	**Preliminary Cost Base**	**Estimated Fee Rate**	**Estimated TFC Fee**
University Towers Restoration	$62,000,000	4.54%	$2,814,800
Catalyst, Nabrit Replacement, and Health and Wellness Buildings	$75,700,000 combined GMP	3.7215%	$2,817,200
Total Illustrative Fees			**$5,632,000**

These estimates apply the dormitory renovation category to University Towers and the new-construction classroom and other facilities category to the three new buildings. Rates were interpolated using the referenced schedule, with fees rounded to the nearest hundred dollars.

The University is awaiting TFC's proposals for both initiatives. Final fees remain subject to confirmation of the construction-cost base, facility classifications, and scope of services. The estimates illustrate the potential cost of these assignments; they neither commit the University to either assignment nor restrict the master agreement to these projects.

The requested authorization remains $5 million. Services will be authorized within the Board-approved limit, and any proposed commitment exceeding that authority will be submitted for further Board consideration.

Supporting Exhibit: Exhibit A — Facilities Design & Construction Lump Sum Project Management Fee Calculation Sheet, dated July 21, 2025, incorporated into the University's Law School agreement with TFC.

Exhibit A

Docusign Envelope ID: D31B6141-639F-4240-BF9F-08B9344D08E5

Facilities Design & Construction Lump Sum Project Management Fee Calculation Sheet

Date:	**21-Jul-25**
Project Number:	26-001-2578
Project Name:	TSU Thurgood Marshall School of Law

When total project cost falls between the tabular limits, the rate will be determined through direct interpolation.

Project Cost Range			Dormitories Garages Warehouses	Offices Classrooms, Deferred Maint. & Other	Medical Clinical Laboratories
New Construction					
Over	$	100,000,000	3.35%	3.60%	3.85%
Over	$	50,000,000	3.60%	3.85%	4.10%
Over	$	25,000,000	3.85%	4.10%	4.35%
Over	$	15,000,000	4.10%	4.35%	4.60%
Over	$	10,000,000	4.35%	4.60%	4.85%
Over	$	2,000,000	4.60%	4.85%	5.10%
Up to*	$	1,999,999	4.60%	4.85%	5.10%
Renovation and Renewal					
Over	$	100,000,000	4.35%	4.60%	4.85%
Over	$	50,000,000	4.60%	4.85%	5.10%
Over	$	25,000,000	4.85%	5.10%	5.35%
Over	$	15,000,000	5.10%	5.35%	5.60%
Over	$	10,000,000	5.35%	5.60%	5.85%
Over	$	2,000,000	5.60%	5.85%	6.10%
Up to*	$	1,999,999	5.60%	5.85%	6.10%

Fee Interpolation Formula

$$\text{PM Fee} = \left(\frac{\text{Project Cost - Lower \$ Range}}{\text{Upper \$ Range - Lower \$ Range}} \times (\text{\% for Upper \$ Range - \% for Lower \$ Range}) \right) + \text{\% for Lower \$ Range}$$

1	$ 10,000,000	Project Cost (expressed as dollars, e.g. 10,000,000)
2	$ 10,000,000	Upper Project Cost Range (expressed as dollars, e.g. 10,000,000) **
3	$ 2,000,000	Lower Project Cost Range (expressed as dollars, e.g. 10,000,000) **
4	4.60%	TFC Fee % for Upper Project Cost Range (expressed as a number, e.g. 3.00) ***
5	4.85%	TFC Fee % for Lower Project Cost Range (expressed as a number, e.g. 3.25) ***
6	4.60%	Resulting TFC Fee %
7	$ 460,000	Resulting TFC Lump Sum Project Management Fee - rounded to the nearest hundred dollars.

* The fee is applied as a fixed rate regardless of project cost and not interpolated.

** If the Project Cost is greater than the Upper Project Cost Range (> $100,000,000), enter "1" for the Upper Range and "0" for the Lower Range.

*** If the Project Cost is greater than the Upper Project Cost Range (> $100,000,000), enter the same percentages in both fields.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Request Approval to Negotiate and Execute a Contract with JE Wright for Nabrit Lobby Electrical and HVAC Systems Reconnections

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to negotiate and execute a contract with JE Wright for electrical and HVAC systems reconnections serving the Nabrit Lobby. This work addresses infrastructure impacts resulting from demolition of the adjacent Nabrit laboratory facilities. Reconnecting and rerouting essential electrical and mechanical systems will support continued use of the Nabrit Lobby and classrooms while advancing the University's approved capital priorities.

Pursuant to the Governor's Budget Execution Order issued under Texas Government Code §317.005(b), I certify that the expense item below is necessary to support and maintain in educational and general activities; operational commitments; existing debt services, scholarships, utilities, facilities, equipment, respond to emergencies; and general operational costs.

Procurement Method
ITB #717-26-749
The Administration has completed the competitive procurement and evaluation process under ITB #717-26-749 and selected JE Wright to perform the Nabrit Lobby electrical and HVAC systems reconnections. Accordingly, the Administration requests Board authorization to negotiate and execute a one-year contract with JE Wright in an amount not to exceed $2,000,000 to support continued use of the Nabrit Lobby and classrooms while advancing the University's approved capital priorities.

APPLICABLE FEDERAL OR STATE STATUTE(S) AND/OR REGULATION(S):
Texas Education Code §51.9335 – Acquisition of Goods and Services by Institutions of Higher Education
Texas Government Code §2155.144 – Best Value Procurement

FISCAL IMPACT: Not-to-Exceed (NTE) | $2,000,000.00
9108-61200-38627 | State-Appropriated Funds

SUPPORTING DOCUMENTATION:

Bid Tab (Under Separate Cover)

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
MAPP Policy: 03.02.01-Purchasing Guidelines
MAPP Policy: 08.04.01-Contract Administration
New Contract

ACTION REQUESTED: The Administration recommends approval of this item.

ASCEND 2030 UNIVERSITY STRATEGIC INITIATIVES ALIGNMENT:
3.4 Update and expand physical spaces

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL

10/30/2026
DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J'Maine Chubb

CHIEF FINANCIAL OFFICER

10/30/2026

DATE

James Crawford (Nov 5, 2026 17:30:21 CST)

PRESIDENT

11/05/2026

DATE

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities and Real Estate

ITEM: Campus Master Plan Implementation and Capital Project Progress Update

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration will present an update on implementation of the Campus Master Plan and progress toward delivering the University's approved capital projects. The update supports the Board's oversight of facilities investments aligned with student success, academic and research excellence, and operational effectiveness.

This item is presented for information and discussion. No Board action is requested.

FISCAL IMPACT: No Fiscal Impact

SUPPORTING DOCUMENTATION:

(Under Separate Cover)
-Five-Year Capital Plan with Project Status
-Owner's Representative Report
-Catalyst for Urban Transformation & Nabrit Science Center GMP Schedule
-Health & Wellness Center GMP Schedule

RELATED BOARD BYLAW, POLICY AND/OR MAPP:
N/A

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this agenda item and its implementation will not be in violation of any applicable federal, state, or local law or regulation.

GENERAL COUNSEL	**DATE** 10/19/2026

Fiscal Certification: This fiscal note, shown above, details the true and actual positive or negative fiscal effect that implementation of this agenda item will have and the detailed reasons for such effect.

J Maine Chubb **CHIEF FINANCIAL OFFICER**	**DATE** 10/19/2026
James Crawford (Oct 19, 2026 16:55:24 CDT) **PRESIDENT**	**DATE** 10/19/2026