



**Wharton County  
Junior College**

**Proposed Agenda Item  
Board of Trustees Meeting**

Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: March 31, 2020

Date of This Proposal: March 18, 2020

**SUBJECT (item as it will appear on agenda):**

Approve the transfer from the MIS Plant Fund of \$40,470 for the implementation and upgrade of the Ellucian Intelligence Learning Platform (ILP) from on premise to off premise with Software as a Service (SaaS) licensing.

**RECOMMENDATION:**

Approve the transfer from the MIS Plant Fund of \$40,470 for the implementation and upgrade of the Ellucian Intelligence Learning Platform (ILP) from on premise to off premise with Software as a Service (SaaS) licensing.

**BACKGROUND/RATIONALE:**

The Ellucian Intelligence Learning Platform (ILP) is the integration piece between our Management Information System Banner and our Learning Management System Blackboard. ILP has been an on premise solution since it was implemented in 2017; however, the WCJC Database team has been unable to keep up with upgrades that are critical for proper functionality. The total amount of \$40,470 includes the annual license fee of \$21,300 and the one time implementation fees of \$19,170. The ILP SaaS solution will allow for continued support and upgrades to be conducted by Ellucian experts.

**Estimated Cost and Budgetary Support (how will this be paid for?):** \$40,470

Transfer from the MIS Plant Fund

**RESOURCE PERSON(S) [name(s) and title(s)]:**

**Philip Wuthrich, Director of Purchasing**

**Pamela J. Youngblood, Vice President of Technology**

**SIGNATURES:**

\_\_\_\_\_  
Originator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cabinet-Level Supervisor

\_\_\_\_\_  
Date

**PRESIDENT'S APPROVAL:**

\_\_\_\_\_  
*Debra A. McEachern*

\_\_\_\_\_  
*4-13-20*  
Date

**TEXAS CONNECTION CONSORTIUM**  
**CLOUD SOFTWARE**  
**ORDER FORM**

**TAMU-CC Control Number:** \_\_\_\_\_

**TCC Member**  
**Name:** **WHARTON COUNTY JUNIOR COLLEGE ("Client")**

**Underlying**  
**Agreement** This Software Order Form ("Order Form") is issued pursuant to the 2016 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 ("TAMU-CC")** and the TCC Members; and **Ellucian Company L.P. ("Ellucian")**. All terms and conditions of the 2016 Master Agreement, as amended, are applicable to this Order Form.

If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form.

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Other capitalized terms are defined elsewhere in this Order Form.

*"Cloud Contract Year"* means each one (1) year period during the Cloud Software Term, beginning and ending on the dates provided for in Exhibit A.

*"Documentation"* means the on-line and hard copy functional and technical specifications that Ellucian provides for the Cloud Software, and that describe the functional and technical capabilities of the Cloud Software.

*"Password"* means a unique access code in order to access the Cloud Software.

*"Third Party Component Providers"* means third parties utilized by Ellucian to provide components of the Cloud Software.

2. **Cloud Software Term.**

**Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date as specified in Exhibit A is the "Initial Cloud Software Term." Following the Initial Cloud Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall be under no obligation to continue to provide Cloud Software (and therefore Client shall have no prospective (new) liability for payment for Cloud Software following the Expiration Date.

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 maintain copies of all Client Data and current backup copies of all Client Data supplied to Ellucian to be processed by the Cloud Software, and Ellucian will have no liability for any loss or damage caused by Client's failure to maintain backup copies.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software, and 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 infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.
  - 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 interfere with or disrupt the integrity or performance of the Cloud Software.
  - Client will not attempt to gain unauthorized access to the Cloud Software or their 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: (1) is libelous, harmful to minors, obscene or constitutes pornography, (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful, or (3) 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.
4. **Maintenance for Cloud Software.** During the Cloud Software Term, as part of the annual subscription fees set forth in Exhibit A, Ellucian will provide Maintenance for the Cloud Software in accordance with the Maintenance Standards in the attached Exhibit B. The application of Maintenance 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. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the “SLA”) in the attached Exhibit C.
6. **Additional Terms and Restrictions.** Certain Cloud Software are subject to additional terms and restrictions as set forth in Software Supplements attached to this Order Form. Further, Ellucian may utilize certain Third Party Component Providers including but not limited to: (i) Amazon Web Services (“AWS”) for the provision of hosting services, (ii) TouchNet services limited to processing of payments, (iii) Oracle Corporation for its database software, and (iv) Strike Iron Services, whose solution usage is limited to verification of postal addresses. 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 Supplement. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control.
7. **Suspension of Cloud Software; Delivery.**
- 7.1 **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.
- 7.2 **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 this Order Form (the date on which Client is provided with this access is the “Delivery Date” for the purposes of the Cloud Software).

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. 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.

#### EXECUTION PAGE FOLLOWS

ELLUCIAN

TEXAS A&M UNIVERSITY – CORPUS CHRISTI

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

\_\_\_\_\_  
*Printed*

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

\_\_\_\_\_  
*Printed*

Title:

Fiscal Agent for the Texas Connection  
Consortium

\_\_\_\_\_

Date:

\_\_\_\_\_

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

**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 2016 Master Agreement and the Interagency Agreement between Texas A&M University-Corpus Christi and TCC Member.

**TCC MEMBER**

NAME OF INSTITUTION: WHARTON COUNTY JUNIOR COLLEGE

For TCC Member Use: Purchase Order Reference Number (if applicable): \_\_\_\_\_

By:

Betty A. McCrehan  
*Authorized Signature*

Name:

Betty McCrehan  
*Printed*

Title:

President

Date:

March 24, 2020

Client's Billing Contact Information appears below.

Client

Billing Contact Information

Name:

Pam Youngblood

Address:

911 Boling Highway

City, State, Zip:

Wharton, TX 77488



**EXHIBIT A TO THE CLOUD SOFTWARE ORDER FORM**

Cloud Software <sup>1,2</sup>	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
<b>ELLUCIAN INTELLIGENT LEARNING PLATFORM</b> for Blackboard <sup>3,4,5,6</sup> <i>Includes:</i> <ul style="list-style-type: none"><li>Two (2) Ellucian Intelligent Learning Platform environments (one production and one non-production)</li></ul>	The first day of the next month following the Execution Date	The last day of the sixtieth (60 <sup>th</sup> ) month after the Beginning Date	None	Included
<b>TOTAL ANNUAL SUBSCRIPTION FEE:</b>				<b>\$21,300</b>

**Notes:**

- <sup>1</sup> The Cloud Software Term will begin on the Beginning Date identified above and will end five (5) years thereafter on the Expiration Date.
- <sup>2</sup> The "Total Annual Subscription Fee" identified above represents the subscription fee for each Contract Year during the Subscription Services Term. The Total Annual Subscription Fee will not increase during the Cloud Software Term.
- <sup>3</sup> The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. For the additional fees set forth in the Services Order Form, Ellucian shall provide to Client the additional services identified in the table(s) contained within that Exhibit on the terms and conditions set forth in the Agreement as modified by this Order Form.
- <sup>4</sup> 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>.
- <sup>5</sup> Ellucian ILP for Blackboard includes use of Ellucian ILP with a Blackboard learning management system. Ellucian ILP currently supports integration to the D2L, Canvas, Blackboard, and Moodle learning management systems. During the Cloud Software Term, Client may change the learning management system that it uses with Ellucian ILP at no additional charge, or Client may connect to additional learning management system(s) for an additional annual fee payable for each added learning management system. Such changes must be documented in a written agreement, signed by both parties.
- <sup>6</sup> The pricing contained in this Order Form is valid only if the Execution Date occurs on or before March 31, 2020.

**Termination of On Premises Maintenance Services.** Client's obligation to pay Maintenance fees for the Ellucian Intelligent Learning Platform on-premise software (only) will end effective the first day of the month following the Execution Date. Client has a continuing license to use the Ellucian Intelligent Learning Platform on-premise software, in accordance with the terms and conditions contained in the Agreement, but Ellucian will continue to provide maintenance support upon such Ellucian Intelligent Learning Platform on-premise software for a period of only six (6) months (the "Transition Period") from the Beginning Date specified in the Cloud Software Table in Exhibit A below. 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. 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 Ellucian Intelligent Learning Platform on-premise software, as provided-for under the Agreement. Credits for any prepaid Maintenance Fees or payments for the Ellucian Intelligent Learning Platform on-premise software that are applicable to any period of time from and after the Beginning Date, if any, shall be credited only against the subscription fees payable hereunder.

**Payment Terms – Cloud Software:** The TCC Member will be invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance to 2016 Master Agreement. Ellucian will invoice TAMU-CC for the subscription fees. TAMU-CC will pay each invoice in accordance to the terms and conditions of the 2016 Master Agreement.

For each Renewal Cloud Contract Year, the annual subscription fee (as provided in the table above) will be specified by Ellucian in an annual invoice and will be due in advance, on or before the applicable commencement of the Renewal Cloud Contract Year in question.



**EXHIBIT B TO THE CLOUD SOFTWARE ORDER FORM**

**Maintenance Standards (Subscription Advantage Level)**

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). 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 <u>not</u> 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 C TO THE CLOUD SOFTWARE ORDER FORM**  
**Service Level Agreement**

**1. Coverage and Terminology.**

This Service Level Agreement (the "SLA") applies to the production Cloud Software instance supported under this 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 10<sup>th</sup> (tenth) unless otherwise indicated in the specific SLA definition. The "Achieved Availability" calculation is expressed as:

$$\text{Achieved Availability} = 1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

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. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

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 ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a "Service Level Credit") to Client according to the following tables.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	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 6 ("Service Level Credit Request, Payment Procedures") of this SLA.

**4. Maintenance Procedure.**



- 4.1 Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.
- 4.2 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.

**5. Conditions.**

- 5.1 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.
- 5.2 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.

**6. Service Level Credit Request, Payment Procedures.**

- 6.1 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 via email or 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.
- 6.2 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.



6.3 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.

**TEXAS CONNECTION CONSORTIUM  
ORDER FORM**

**TAMU-CC Control Number:** \_\_\_\_\_

**TCC Member Name:** **WHARTON COUNTY JUNIOR COLLEGE ("Client")**

**Underlying Agreement** This Software Order Form ("Order Form") is issued pursuant to the 2016 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 ("TAMU-CC")** and the TCC Members; and **Ellucian Company L.P. ("Ellucian")**. All terms and conditions of the 2016 Master Agreement, as amended, are applicable to this Order Form.

**PERPETUAL SOFTWARE TABLE:** N/A

**PROFESSIONAL SERVICES:**

Ellucian agrees to provide to Client the additional services identified in the Table(s) below for the additional fees set forth in the Table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form.

**HOURLY SERVICES TABLE:** Ellucian will provide Client with the time and materials services identified in the Hourly Services Table below, during the period specified in that Table; for the avoidance of doubt, these 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 Hourly Services Table.

Description	Service Amount	Rate (valid for 1 year)	Fee
Ellucian Ethos Integration Essentials	54 person-hours	\$213 per person-hour	\$11,502
Project Management Services	6 person-hours	\$213 per person-hour	\$1,278
<b>TOTAL HOURLY SERVICES FEE:</b>			<b>\$12,780</b>

**Notes to Time and Materials Services Table:**

- <sup>1</sup> For a more detailed description of these services, see the Statement of Work attached as Attachment A.
- <sup>2</sup> 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.
- <sup>3</sup> Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- <sup>4</sup> Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) 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 – Time and Materials Services:** Ellucian will invoice Client 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.

**Payment Terms – Expenses and Other Charges:** Travel and living expenses are additional. As related to Professional Services, Ellucian will invoice Client 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.

**Project Assumptions**

The following assumptions apply to all 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 Scope of Work ("SOW"), 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.

MAINTENANCE: N/A

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. 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

By: \_\_\_\_\_  
*Authorized Signature*  
 Name: \_\_\_\_\_  
*Printed*  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

WHARTON COUNTY JUNIOR COLLEGE

By: Betty B. McCrohan  
*Authorized Signature*  
 Name: Betty McCrohan  
*Printed*  
 Title: President  
 Date: March 24, 2020

The last date of signature above is the "Execution Date" of this Order Form.  
 Client's Billing Contact Information appears below.

**Client**

**Billing Contact Information**

**Name:**

Pam Youngblood

**Address:**

911 Boling Highway

**City, State, Zip:**

Wharton TX 77488



**ETHOS INTEGRATION ESSENTIALS – DESCRIPTION OF SERVICES**

**Overview**

Ellucian will integrate Ethos with the Ellucian Banner.

**High-Level Tasks and Deliverables for Ethos Integration Essentials**

<b>Engagement</b>	<b>High Level Tasks</b>	<b>Deliverables</b>
Planning and Turnover	Ellucian will: <ul style="list-style-type: none"> <li>Facilitate technical kickoff;</li> <li>Conduct service preparation call;</li> <li>Validate pre-requisites for service readiness; and</li> <li>Knowledge sharing on Ethos Integration and Ellucian ERP Middleware component deployment.</li> </ul>	<ul style="list-style-type: none"> <li>Service Preparation Document (SPD)</li> <li>Training Materials</li> </ul>
Ethos Integration – Functional Integration	Ellucian will: <ul style="list-style-type: none"> <li>Configure the Ellucian ERP in preparation for the Ethos Integration implementation; and</li> <li>Configure Ellucian Ethos Data Model mappings in both non-production and production.</li> </ul>	<ul style="list-style-type: none"> <li>Decision Workbook</li> <li>Configured Mappings</li> </ul>
Ethos Integration - Technical Integration	Ellucian will: <ul style="list-style-type: none"> <li>Deploy or upgrade the Ellucian Messaging Adapter to the latest supported version;</li> <li>Configure the Ellucian ERP for the integration required for the Ethos Integration implementation; and</li> <li>Configure the Client Ethos Integration Tenant to the authoritative source (Ellucian ERP) in both non-production and production.</li> </ul>	<ul style="list-style-type: none"> <li>Deployed or Upgraded Ellucian Messaging Adapter</li> <li>Configured Ellucian ERP for Ethos Integration</li> </ul>
Ethos Integration – Technical Validation	Ellucian will: <ul style="list-style-type: none"> <li>Review Ethos Integration message flow validation from Ethos Integration to the Ellucian ERP; and</li> <li>Review Ellucian ERP to Ethos Integration in both non-production and production.</li> </ul>	<ul style="list-style-type: none"> <li>Validate non-production and production environment</li> <li>Installation Report</li> </ul>
Banner Events Publisher (BEP) Installation or Upgrade	Ellucian will install or upgrade the latest certified version of the Banner Events Publisher in both 1 non-production and 1 production environment.	
Ellucian Messaging Service for Banner	Ellucian will: <ul style="list-style-type: none"> <li>Install 1 instance of Ellucian Messaging Service in a non-production and a production environment without configuration of SSL.</li> </ul>	

**Ellucian Service Assumptions for Ethos Integration Essentials**

- Per the high level tasks and deliverables defined within this Description of Service.

**Client Responsibilities for Ethos Integration Essentials**

- 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 Ellucian Workflow;
- Client must meet the requirements for Ellucian Ethos Integration.

**Out of Scope for Ethos Integration Essentials**

Includes but is not limited to:

- Services not clearly defined within this Description of Service.

#### **Ethos Integration Requirements (Banner)**

- 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.

#### **PROJECT MANAGEMENT SERVICES**

Ellucian will provide basic project management services to Client within the framework of Ellucian's implementation methodology. The following activities, artifacts, and outcomes are considered in scope for project management services:

- Initial email or call to client to confirm order and scope; Planning and coordination of Ellucian resources - limited to scheduling and allocating resources based on client's preferred timeframe
- Manage project scope and change management - limited to identification of scope changes and creation of change requests to cover those requirements
- Monitor services execution and insure solution delivery artifacts are completed; Monthly project status updates
- Issue and escalation management to appropriate Ellucian resource
- Monthly project budget reconciliation report (Ellucian format)

Client will be responsible for all other aspects of project management (as applicable) including the following activities, artifacts, and outcomes:

- Development of Project Charter or Scope Statement; Detailed project plan including client activities
- Project teaming and review meetings
- Communications and Risk management; Quality assurance activities
- Status meetings beyond monthly status update delivered by Ellucian Project Manager



**TEXAS CONNECTION CONSORTIUM  
ORDER FORM**

**TAMU-CC Control Number:** \_\_\_\_\_

**TCC Member Name:** **WHARTON COUNTY JUNIOR COLLEGE ("Client")**

**Underlying Agreement** This Software Order Form ("Order Form") is issued pursuant to the 2016 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 ("TAMU-CC") and the TCC Members; and Ellucian Company L.P. ("Ellucian"). All terms and conditions of the 2016 Master Agreement, as amended, are applicable to this Order Form.

**PROFESSIONAL SERVICES:**

Ellucian agrees to provide to Client the additional services identified in the Table(s) below for the additional fees set forth in the Table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form.

**HOURLY SERVICES TABLE:** Ellucian will provide Client with the time and materials services identified in the Hourly Services Table below, during the period specified in that Table; for the avoidance of doubt, these 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 Hourly Services Table.

Description	Service Amount	Rate (valid for 18 months) <sup>1,2</sup>	Fee <sup>3,4</sup>
ILP On-Prem to ILP SaaS	26	\$213	\$5,538
Project Management Services	4	\$213	\$852
<b>TOTAL HOURLY SERVICES FEE:</b>			<b>\$6,390</b>

**Notes:**

- <sup>1</sup> 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.
- <sup>2</sup> Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- <sup>3</sup> Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) 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.
- <sup>4</sup> The pricing contained in this Order Form is valid only if the Execution Date occurs on or before March 31, 2020.

**Payment Terms – Time and Materials Services:** Ellucian will invoice Client 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.

**Payment Terms – Expenses and Other Charges:** Travel and living expenses are additional. As related to Professional Services, Ellucian will invoice Client 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.

**Project Assumptions**

The following assumptions apply to all 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 Scope of Work ("SOW"), 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. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. 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**

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

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

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

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

**TEXAS A&M UNIVERSITY – CORPUS CHRISTI**

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

Name: \_\_\_\_\_  
*Printed*  
 Fiscal Agent for the Texas Connection Consortium

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

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

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

**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 2016 Master Agreement and the Interagency Agreement between Texas A&M University-Corpus Christi and TCC Member.



TCC MEMBER

NAME OF INSTITUTION: Wharton County Junior College

For TCC Member Use: Purchase Order Reference Number (if applicable): \_\_\_\_\_

By: Betty A. McCrehan  
Authorized Signature  
Name: Betty McCrehan  
Printed  
Title: President  
Date: March 24, 2020

Client's Billing Contact Information appears below.

Client  
Billing Contact Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_