

# KENNEDY & COMPANY

January 1, 2026

## Statement of Work

*This document is a summary of proposed services and effort required from Kennedy & Company for Prairie View A&M University regarding a Student Throughput Study.*

### Project Overview:

This project is designed to support Prairie View A&M University (PVAMU) in addressing one of its key strategic goals: reducing the debt load of its graduates. Students at PVAMU have among the highest debt levels in Texas' public four-year universities, and many are from lower-income populations. This study will focus on identifying opportunities to bring students to graduation faster and with less debt by evaluating factors that contribute to extended time-to-degree and increased borrowing. The findings will serve as a foundation for actionable recommendations to streamline degree pathways, improve aid allocation, and optimize course availability to enhance student success and reduce the financial burden on students.

### Objectives:

The primary objectives of this study are as follows:

- To identify key factors contributing to high debt levels among PVAMU students.
- To propose strategies to reduce the time-to-degree and improve student persistence.
- To assess and recommend enhancements to admissions policy or the current aid disbursement processes to reduce stop-outs and lower overall debt incurred by students.
- To analyze PVAMU's curriculum and course offerings to identify potential bottlenecks that extend time-to-degree unnecessarily.

### Scope of Work:

#### 1. Discovery Phase {Stakeholder Interviews & Data Review}:

- Conduct discovery interviews with key stakeholders, including:
  - Senior administrators
  - Faculty and department heads
  - Student success and advising staff
  - Financial aid and registrar teams
- Review relevant data and documents, including:
  - Student demographics, enrollment patterns, and graduation rates
  - Financial aid data (disbursement timelines, award amounts, stop-out rates)
  - Curriculum structure, course availability, and bottleneck courses
  - Historical data on student debt levels, loan disbursements, and repayment rates
  - Historical housing data (on-campus v. off-campus)

- Understand assumptions and current strategies around student persistence, on-time graduation, and debt reduction

## 2. **Throughput Analysis (Curricular Data Evaluation):**

- Analyze curricular data to assess course consumption patterns and their impact on student progression:
  - Evaluate DFW rates (grades of **D, F, or Withdrawal**) to identify courses or subject areas contributing to delayed graduation
  - Analyze **admitted student quality data** (e.g., entrance test scores, GPAs) to determine if there are discrepancies in course success rates based on student preparedness
  - Assess **curricular requirements** across majors and identify potential bottlenecks, including courses that require excessive credit hours or sequencing issues that prolong time-to-degree
  - Investigate **course availability** (e.g., summer, online, evening offerings) and identify if gaps exist in key courses that hinder timely progression
  - Identify and evaluate **impeder courses-courses** that students must pass to progress but may only be offered at certain times of the year, creating delays in graduation
- Identify and evaluate the **impediments** to student progression that may be increasing debt, such as:
  - High failure rates in required courses
  - Limited course availability or scheduling conflicts
  - Curriculum designs that require excessive credit hours or repeated coursework
  - Disparities in academic preparation and course success rates
- Analyze **historical housing patterns** to understand if and how on-campus versus off-campus housing choices impact student debt loads
- Provide insights on areas where PVAMU can streamline the curriculum and improve student throughput.

## 3. **Strategic Recommendations:**

- Based on the throughput analysis and overall data review, propose strategies to reduce overall student debt at graduation, including:
  - Shorter degree pathways and accelerated programs
  - Better targeting and disbursement of financial aid at the time of admission to reduce debt accumulation and stop-outs
  - Development of a more strategic approach to ensuring that students have access to necessary courses (summer and online options)
  - Recommendations for improving academic advising to ensure students stay on track to graduate on time
  - Recommendations to better support students in navigating housing costs
- Identify curricular issues, such as majors that unofficially require more credit hours than necessary and propose solutions to streamline programs.

- The recommendations will include both **short-term solutions** (for immediate improvements) and **long-term solutions** (for structural changes that will enhance student throughput and reduce debt over time)

#### 4. Final Report & Presentation:

- Deliver a comprehensive final report outlining:
    - Findings from the discovery phase and throughput analysis.
    - Strategic recommendations for short-term and long-term solutions.
    - A student debt model that quantifies the forecasted impact (in terms of average student debt) of all potential new policies and initiatives and estimates the required resources for PVAMU to enact each new recommendation, allowing PVAMU to consider the risks and benefits of each proposal
  - Present the findings to PVAMU leadership, including administrators, faculty, and other key stakeholders.
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#### Deliverables:

- **Discovery Phase Report:** A summary of findings from stakeholder interviews and data review
- **Throughput Analysis Report:** A detailed analysis of curricular data, DFW rates, impeder courses, course consumption patterns, and potential barriers to student progression
- **Student Debt Model:** A quantitative model assessing the impact of new debt reduction initiatives and the costs to the University of enacting each change
- **Strategic Recommendations:** A comprehensive set of actionable recommendations, including short pathways to degrees, improved financial aid disbursement, and curricular adjustments, housing cost strategies with both short- and long-term solutions
- **Final Report & Presentation:** A presentation summarizing key findings, recommendations, and next steps for PVAMU leadership

#### Project Team:

**Ben Kennedy** (Managing Partner) and **Kendra Grinnage** (Associate Principal) will lead the overall project engagement and ensure the successful delivery of all project deliverables. Additional associates and analysts with key analysis skills will be added to the project to support the delivery of the scope of work.

Timeline:

Kennedy & Company can begin this work immediately. Given the availability of PVAMU personnel and prompt delivery of data, we anticipate this work would take approximately 16-18 weeks to complete with a final report delivered to Prairie View leadership by the end of the Spring 2026 semester.



Proposed Pricing:

Kennedy & Company will price this consulting engagement on a fixed fee basis based on our hourly rates by level and the estimated amount of time needed to fulfill the scope of work for each project. Using these hourly rates, Kennedy & Company proposes a fixed price of **\$147,250** for the scope of services outlined above. *This price includes a 5% returning client discount.*

We will also expense any requested travel to and from campus for in-person meetings. These visits can be for 1) kickoff meeting and preliminary interviews and 2) final deliverable presentation and follow-up meeting(s) with key stakeholders. The rest of our activities, meetings, and analysis will be conducted remotely.

	Fee
Student Throughput Study	\$155,000
Returning Client Discount (5%)	-\$7,750
<b>Project Total</b>	<b>\$147,250</b>

## **Contract Terms and Conditions**

### Services and Deliverables

You have engaged us to deliver consulting services ("The Services") as described above.

### Your Responsibilities

In connection with our provision of the Services, you will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

You will designate an individual within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis. You also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on all of your decisions and approvals and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the Services.

To help Kennedy & Company's professionals with their work if they are ever on site, you agree to provide Kennedy & Company with a suitable workspace on your campus for the duration of the project and provide access to a standard suite of technology resources, including a reliable internet connection and access to a printer.

The successful delivery of our Services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by your management.

### Term:

This contract shall commence from the date of execution and terminate one year from the date of execution.

### Fees and Expenses

Total Price: As compensation for providing the Services hereunder, you will pay us according to the invoice schedule below, excluding travel and expenses, which must be pre-approved. All travel and expenses will be billed as actuals. Billing will be on the following schedule, terms net 30. Payments will be made in accordance with the billing schedule below.

<b>Billing Description: <i>Student Throughput Study</i></b>	<b>Fees to be Billed</b>	<b>Billing Date</b>
Initial Billing	15% of total fees; \$22,088	At the end of the first calendar month where work is performed
Monthly Billing	TBD	At the end of each month where additional hours are consumed.
Final Billing	15% of total fees; \$22,087	After the successful delivery of the final presentation

Additional hours will be charged monthly on an ad hoc basis at the rates listed in the proposal.

Payment Options

Wire/ACH transfer to:

Account Title: Kennedy & Company Education Strategies LLC

Comments: Please Include Invoice Number to ensure proper credit

For questions regarding ACH/Wire Transfer routing numbers, please contact:

[billing@kennedyandcompany.com](mailto:billing@kennedyandcompany.com)

Checks may be made payable to Kennedy & Company and mailed to:

Kennedy and Company

Attn. Tracy Kondracki

587 Old Farrington Rd.

Chapel Hill, NC 27517

We reserve the right to suspend further services until payment is received on past due invoices, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

We understand that invoices should be sent to:

Name: Dr. Tomikia LeGrande

E-Mail Address: [Legrandet@pvamu.edu](mailto:Legrandet@pvamu.edu)

OTHER NOTES

This Statement of Work is subject to the General Business Terms, including without limitation, termination rights, in the Contract Terms and Conditions dated January 1, 2026 coupled with PVAMU Vendor Contract Addendum together constituting the Agreement. Without limitation of Kennedy & Company's other obligations of confidentiality: Kennedy & Company shall treat as confidential any non-public information regarding PVAMU's enrollments and projected enrollments, recruitment plans and outcomes, financial information, and other information regarding its students, prospective students, and operations. For purposes of this project, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), PRAIRIE VIEW A&M UNIVERSITY hereby designates Kennedy & Company as a school official with a legitimate educational interest in the educational records of the students who are surveyed under this agreement, to the extent that access to the records is required by the firm to carry out this project. Kennedy & Company agrees

to use the educational records solely to perform the project for PRAIRIE VIEW A&M UNIVERSITY and further agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. In addition, Kennedy & Company will treat information about individuals who do not enroll at PRAIRIE VIEW A&M UNIVERSITY as PVAMU's confidential information and will use that information solely to perform this project for PVAMU. All confidential information will be safeguarded appropriately and not disclosed to any third parties without PVAMU prior written authorization. In the event that an unauthorized person gains access to PVAMU confidential information through Kennedy & Company, Kennedy & Company will immediately notify PVAMU will take diligent and reasonable measures to investigate, report, rectify, and otherwise address the unauthorized access.

Please indicate your agreement with these terms by signing and returning to me the enclosed copy of this letter. We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,



Benjamin Kennedy  
Managing Partner  
Kennedy & Company



Kendra Grinnage  
Associate Principal  
Kennedy & Company

Kennedy & Company Education Strategies, LLC  
FEIN: 46-4288460

Acknowledged and Accepted:

By:   
Title: Associate Principal  
Date: 01/01/2026

Acknowledged and Accepted:

By: James R. McKee  
Title: sr. vice president, Chief Financial Officer  
Date: 2/5/2026 | 2:11 PM CST

**Attachment to Engagement Letter dated January 1, 2026 between  
Kennedy & Company Education Strategies LLC and Prairie View A&M University**

**GENERAL BUSINESS TERMS**

These General Business Terms, together with the Engagement Letter (including any and all attachments, exhibits and schedules) constitute the entire understanding and agreement (the "Agreement") between us with respect to the services and deliverables described in the Engagement Letter. If there is a conflict between these General Business Terms and the terms of the Engagement Letter, these General Business Terms will govern, except to the extent the Engagement Letter explicitly refers to the conflicting term herein.

**1. Our Services and Deliverables** We will provide the services and furnish the deliverables (the "Services") as described in our Engagement Letter and any attachments thereto, as may be modified from time to time by mutual consent.

**2. Independent Contractor** We are an independent contractor and not your employee, agent, joint venturer or partner, and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, payroll and other applicable employee withholdings.

**3. Fees and Expenses** (a) Our fees and payment terms are set out in our Engagement Letter. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices, if required.)

(b) You acknowledge that where Kennedy & Company personnel are assigned to any out-of-town project on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be greater than one year), the associated compensatory tax costs applied to out-of-town travel and living expenses also shall be calculated on an individual basis, summarized, and assessed to such personnel. In such cases, the expenses for which you shall reimburse us hereunder shall be deemed to include the estimated incremental compensatory tax costs associated with the out-of-town travel and living expenses of our personnel, including tax gross-ups. We shall use reasonable efforts to limit such expenses.

(c) We reserve the right to suspend Services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

**4. Taxes** (a) You will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with our performance or your receipt of our Services, excluding taxes on our income generally. You will provide us with a copy of your certificate of tax-exemption, if applicable.

**5. Confidentiality and Privacy** (a) With respect to any information supplied in connection with this engagement and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third

party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

(b) Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing party; provided that the receiving party may retain other archival copies for recordkeeping or quality assurance purposes and receiving party shall make no unauthorized use of such copies.

(c) We agree to use any personally identifiable information and data you provide us only for the purposes of this engagement and as you direct, and we will not be liable for any third-party claims related to such use, unless such claims arise from our negligence, gross negligence or willful misconduct. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and acknowledge that we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

(d) We may also mention your name, but without any description of the engagement, in our client lists or marketing materials.

**6. Our Deliverables and Your License** Upon full and final payment of all amounts due us in connection with this engagement, all right, title and interest in the deliverables set out in our Engagement Letter will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know-how and software ("Kennedy & Company Property"), including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for you. To the extent our deliverables to you contain Kennedy & Company Property, upon full and final payment of all amounts due us in connection with this engagement, we grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without our express, prior written consent. If our deliverables are subject to any third-party rights in software or intellectual property, we will notify you of such rights. Our deliverables are to be used solely for the purposes intended by this engagement and may not be disclosed, published or used in whole or in part for any other purpose.

**7. Your Responsibilities** To the extent applicable, you will cooperate in providing us with office space, equipment, data and access to your personnel as necessary to perform the Services. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

**8. Our Warranty** We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within thirty (30) days after the Services are performed or delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE

EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9. **Liability and Indemnification**

(a) We agree to defend, indemnify and hold you and your Regents, Trustees, officers, employees, and agents harmless from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of our negligent acts or omissions or those of our personnel, agents or contractors in connection with our responsibilities under this agreement.

(b) Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.

(c) Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand.

(d) To the extent allowed by law, neither party will be liable for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, our liability relating to this engagement will in no event exceed an amount equal to the fees (excluding taxes and expenses) we receive from you for the portion of the engagement giving rise to such liability. This subparagraph 9(e) shall not apply to our indemnification obligations, breach of our confidentiality obligations, nor any claims arising from our gross negligence or willful misconduct.

(e) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

**10. Insurance**

Throughout the term of this Agreement, we agree to maintain in force comprehensive general liability insurance coverage in an amount not less than one million dollars {\$1,000,000.00} per occurrence and three million dollars {\$3,000,000.00} in the aggregate and professional liability (errors and omissions) insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars \$3,000,000.00} in the aggregate. In addition, we agree to maintain proof of a worker's compensation policy in accordance with state law.

**11. Termination**

- (a) Termination for Convenience. Either party may terminate this Agreement for convenience at any time on 30 days' prior written notice to the other.
- (b) Termination for Breach. Either party may terminate this Agreement for breach if, within 15 days' written notice, the breaching party fails to cure a material breach of this Agreement.
- (c) To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, effort expended, expenses incurred, contingent fees {if any}, or commitments made by us through the effective date of termination, subject to our duty to mitigate, through the effective date of the termination. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us through the effective date of the termination.
- (d) To the extent the Consultant elects to terminate this Agreement, the Consultant shall provide the Recipient with a written accounting of all services performed up to the effective date of termination, including a detailed description of work completed and the corresponding value of such services. The Consultant shall promptly refund to the Recipient any portion of fees or other monies previously paid that exceed the value of the services actually rendered as documented in the accounting.
- (e) Further, we reserve the right to terminate this Agreement at any time, upon providing written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment, would impair our ability to perform the Services objectively.

(f) The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

## 12. Dispute Resolution

{Reserved}



**12. Record Retention** We shall preserve books, documents and records, including e-mail, that relate to the services provided under this Agreement for a period of seven (7) years from the date of final payment. We shall give full and free access to all records to you and/or your authorized representatives.

**13. Other Claims** We agree that we shall cooperate with you in connection with any claims or proceedings brought by third parties arising from, relating to or involving the Services rendered by us under this Agreement.

**14. General** (a) This Agreement supersedes all prior oral and written communications between us, and may be amended, modified or changed only in writing when signed by both parties.

(b) No term of this Agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(d) We shall not assign this Agreement.

(e) If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.

(f) This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action, or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

\* \* \*

## VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the Engagement Letter together with the General Business Terms (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and Kennedy & Company Education Strategies, LLC, a Virginia limited liability company, (“Consultant”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Consultant may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

### MISCELLANEOUS CLAUSES

**Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Data Privacy.** Consultant shall hold PVAMU’s data in confidence. Consultant shall only use or disclose PVAMU’s data for the purpose of fulfilling Consultant’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Consultant shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Consultant that have a need to access the PVAMU’s data in order for Consultant to perform its obligations under this Agreement. Consultant shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Consultant in this Agreement.

Consultant shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Consultant’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Consultant has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Consultant has taken or will take to prevent future similar unauthorized use or disclosure. Consultant shall provide such other information, including a written report, as reasonably requested by PVAMU.

Consultant must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, Consultant, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. Consultant shall provide PVAMU with at least ten (10) days’ written notice of Consultant’s intent to delete such PVAMU data, and shall confirm such deletion in writing.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be

amended only by a subsequent written agreement signed by authorized representatives of both Parties.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, Consultant shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by Consultant under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Consultant's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Consultant or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Consultant's service to PVAMU. Except as specifically required under the terms of this Agreement, Consultant (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Consultant is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Consultant and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

**Insurance.** Consultant shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

**No Impediments.** Consultant represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Consultant's performance of the Services.

**Non-Assignment.** Consultant shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

**Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at

any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Consultant can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**PVAMU:**

Prairie View A&M University  
Pres - Office of the President  
700 UNIVERSITY DRIVE  
PRAIRIE VIEW, TX 77446  
Attention: KEVIN HOFFMAN  
Telephone: 936-261-2111  
Email: khhoffman@pvamu.edu

**With a copy to:**

Prairie View A&M University Contract Administration  
P.O. Box 519  
Prairie View, Texas 77446-0519  
Telephone: +1 936-261-1902  
Email: Contracts@pvamu.edu

**Consultant:**

Kennedy & Company Education Strategies, LLC  
2000 P St. NW, Suite 210  
Washington, DC 20036  
Attention: Kendra Grinnage  
Telephone: 202.455.8868  
Email: kgrinnage@kennedyandcompany.com

**Organization.** If Consultant is a business entity, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Consultant has been duly authorized to act for and bind Consultant. Upon PVAMU's request, Consultant shall promptly deliver to Consultant (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by Consultant for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Consultant, then within thirty (30) days after cancellation and/or termination, Consultant will reimburse PVAMU for all advance payments paid by PVAMU to Consultant that were (i) not earned

by Consultant prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Consultant prior to cancellation and/or termination.

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**Termination.** PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Consultant. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

**U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

**Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

## **STATE AGENCY CLAUSES**

**Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, Consultant shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU's data (the "Security Controls"). Upon written request by PVAMU, Consultant shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

**Conflict of Interest.** Consultant certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Consultant or in the transaction that is the subject of this Agreement.

**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 percent 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. Under Section 231.006, *Texas Family Code*, Consultant certifies that it is not ineligible to

receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Consultant to attempt to resolve any claim for breach of contract made by Consultant that cannot be resolved in the ordinary course of business. Consultant shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Consultant's claim and any counterclaim and negotiate with Consultant in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

**Executive Order GA-43.** To the extent that Consultant is providing goods to PVAMU under this Agreement, Consultant represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

**Executive Order GA-48.** Consultant represents and warrants that Consultant is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Consultant acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Consultant will immediately reimburse PVAMU for all prepaid costs.

**Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Consultant certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), PVAMU hereby designates Consultant as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Consultant is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. Consultant shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or PVAMU in writing. Consultant is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Consultant shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Consultant in this Section, including without limitation, the prohibition on redisclosure. Consultant shall implement and maintain

reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

**Franchise Tax Certification.** If Consultant is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Consultant certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Consultant is exempt from the payment of franchise (margin) taxes.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

**HUB Subcontracting Plan.** It is the policy of the state of Texas and PVAMU to encourage the use of Veteran Historically Underutilized Businesses ("VetHUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the VetHUB program is to promote equal access and equal opportunity to VetHUB vendors in PVAMU contracting and purchasing. Consultant has indicated it will not subcontract any of its duties or obligations under this Agreement. If Consultant will subcontract any of its duties and obligations under this Agreement, Consultant will be required to provide prior written notice to PVAMU and make a good faith effort to submit a VetHUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU'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"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

**Loss of Funding.** Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Consultant and PVAMU may terminate this Agreement without further duty or obligation hereunder. Consultant acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Consultant for any damages that are caused or associated with such termination or cancellation.

**Not Eligible for Rehire.** Consultant is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR

Employee”). In the event PVAMU becomes aware that Consultant has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Consultant agrees that any payments owing to Consultant under this Agreement may be applied directly toward certain debts or delinquencies that Consultant 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.

**Prior Employment.** Consultant acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Consultant is an individual, by signing this Agreement, Consultant represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, *Texas Government Code*, is applicable to this Agreement, Consultant certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Consultant acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, Consultant certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, Consultant certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Consultant acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Consultant certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Consultant acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

**Prompt Payment.** PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**Public Information.** Consultant acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, 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. Upon PVAMU's written request, and at no cost to PVAMU, Consultant will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Consultant acknowledges that PVAMU 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*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Consultant agrees that this Agreement can be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

**State Auditor's Office.** Consultant understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Consultant agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Consultant will include this provision in all contracts with permitted subcontractors.

**Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Consultant upon request.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

**KENNEDY & COMPANY EDUCATION STRATEGIES, LLC**

*James R. McKee*

*Benjamin Kennedy*

Signature

Signature

James R. McKee

Benjamin Kennedy

Name

Name

Sr. Vice President, Chief Financial Officer

CEO

Title

Title

2/5/2026 | 2:11 PM CST

2/5/2026 | 12:05 PM PST

Date

Date