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# Quarterly Board of Regents Meeting

August 28-29, 2014

*Austin, Texas*

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**Texas State University System**  
**August 28-29, 2014 Board of Regents Meeting**  
**Thursday, August 28, 2014 - 12:30 PM**  
**Austin, Texas**

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- Information Resources
- Contracts
- Miscellaneous
- Personnel

6:00 p.m. Meet in hotel lobby to depart for reception/dinner  
(transportation provided)

6:30 p.m. Reception/Dinner (casual attire)  
*Z Tejas*  
*1110 West 6<sup>th</sup> Street, Austin, TX 78703*

**Friday – August 29, 2014**

9:00 a.m. Student Advisory Board Breakfast (For Regents, Chancellor, and Presidents)  
Salon D

9:00 a.m. Breakfast for Remaining Attendees  
Salon E

**10:00 a.m. BOARD OF REGENTS MEETING – Salon C**

10:00 a.m. Convene in Open Session/Recess into Executive Session

**Reconvene in Open Session – Salon C**

1. Welcome/Remarks by Chairman
2. Student Advisory Board Report
3. Campus Updates  
Lamar Institute of Technology  
Lamar State College – Orange  
Lamar State College – Port Arthur
4. Foundation Update
5. Reports & Motions
  - Planning and Construction
  - General Motions/Consent Agenda
6. Public Comments
7. Adjourn

**Texas State University System  
General Motions**

**Action Items**

1. TSUS: Approval of Minutes
2. TSUS: Approval of Consent Agenda

**Informational Item**

3. TSUS: Calendar of Upcoming Board Meetings

**TSUS: Approval of Minutes**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_,  
it was ordered that:

The minutes of the quarterly Board of Regents meeting held on May 22-23, 2014,  
the minutes of the special called telephonic meeting held June 18, 2014, and the  
minutes of the special called telephonic meeting held July 9, 2014 be approved.

## **TSUS: Approval of Consent Agenda**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_,  
it was ordered that:

Except for items removed from the Consent Agenda at the request of at least one  
Regent, all Consent Agenda items be approved.

### **Background**

Because Consent Agenda items have been reviewed at the System and campus levels and are otherwise considered routine in nature, the Board determines it to be in the public interest that such items be approved under one vote unless any board member requests that an item(s) be removed for separate discussion and vote. *Consent Items are found at the end of each section.*

## **TSUS: Calendar of Upcoming Board Meetings**

November 6-7, 2014	Lamar University
February 19-20, 2015	Austin
May 21-22, 2015	Sam Houston State University
August 13-14, 2015	Sul Ross State University
November 12-13, 2015	Texas State University

**Texas State University System  
Rules and Regulations**

*Rossanna Salazar, Chair  
Ron Mitchell  
Vernon Reaser*

**Action Items**

1. TSUS: Approval of Rules and Regulations

## **TSUS: Approval of Rules and Regulations**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, upon the recommendation of the *Rules and Regulations* Committee, it was ordered that:

The attached, proposed revisions to the Texas State University System *Rules and Regulations* be approved.

### **Explanation**

Although the Board historically considers revisions to its *Rules and Regulations* at its May meeting each year, from time-to-time, legislative changes and/or requests from System Components require a rule change mid-year. These attached changes were shared among all constituents system-wide before being considered by the Board's *Rules and Regulations* Committee. At the end of each rule is an explanation of the changes contained therein.

PARAGRAPH 11 of CHAPTER III on PAGE III-32;  
and PARAGRAPH 4.76 OF CHAPTER V on PAGE V-21

### CHAPTER III. SYSTEM – COMPONENT OPERATIONS

\* \* \*

#### 11. COPYRIGHT POLICY.

- 11.1 Policy Statement and Purpose. Copyright is the ownership and control of the intellectual property in original works of authorship ~~that is subject to copyright law~~. The purpose of The Texas State University System copyright policy is to outline the respective rights which a Component and members of its faculty, staff, and student body have in copyrightable materials created by them while affiliated with the Component and, if necessary, how those ownership rights shall be determined.

~~All rights in~~ Copyright ownership shall remain with the creator of the work except as otherwise provided by *Section 11.2* of this policy.

Nothing in this policy precludes copyright owners/creators from entering into written agreements between or among themselves governing the ownership, use, licensing, or sharing of revenues related to works owned by a Component, faculty, staff, or students. Provisions of this policy shall be considered the default provisions with respect to disputes over ownership where no separate written agreements are in place.

#### 11.2 Ownership of Copyright.

- ~~11.21 The System and its Components claim no ownership of fiction, popular nonfiction, poetry, music compositions, or other works of artistic imagination that are not Component works. For other materials that are totally faculty generated with no university equipment or aid other than that routinely used by faculty in duties associated with teaching, the faculty member holds the copyright and complete intellectual property rights. Component faculty, staff, and students own the copyright of works they create on their own initiative and own time without the use of substantial Component resources.~~

- ~~11.22 If the work is contracted in writing by the Component of the employee on a work-for-hire basis, the Component then owns the copyright and all benefits of the materials.~~

- ~~11.23 Copyright of all materials (including software) that are developed with the significant use of funds, space, equipment, or facilities administered by a Component, including but not limited to classroom and laboratory materials, but without any obligation by the Component to others in connection with such support, shall be held by the Component.~~

~~— The provision of office or library facilities alone shall not be construed as providing “substantial resources,” which shall include, for example, the purchase of new technology software or equipment not normally~~

~~needed for the employee's duties, and/or a substantial monetary award explicitly for the creation of the work. Consistent with academic tradition, the Component shall grant to their faculty and staff the copyright of works they create within the scope of their employment which are created in the fulfillment of their teaching and scholarly responsibilities. The Component shall retain a non-exclusive, nontransferable, perpetual, and royalty-free license to make educational uses of such works.~~

~~11.234 Copyright ownership of all material (including software) that is developed in the course of or pursuant to a sponsored research or support agreement (i.e., an agreement which provides funds, space, equipment, or facilities for research purposes) shall be determined in accordance with the terms of such agreement, or, in the absence of such terms, the copyright shall be held by the Component. The agreement may grant the employee a non-exclusive educational license allowing the employee to share royalties from third parties using the materials. Students own the copyright in works created in their role as a student, including research papers, essays, theses, dissertations, published articles, and visual works of art and/or audio/visual/digital recordings of artistic performances. Works created at the direction of or under contract with Component faculty or staff as part of a student's employment with the Component are considered works for hire.~~

~~11.24 Where two or more individuals create a work and their contributions are inseparable, interdependent, and intended as a single work, the work shall be deemed a joint work. Copyright of the work shall be jointly owned by the creators. Each creator may individually register, enforce, or commercially exploit the copyright with or without approval by all joint owners, provided the other joint owners receive an equal share of any proceeds, unless otherwise agreed in writing.~~

~~11.25 If a work is directed or contracted by the Component on a work for hire basis, then the Component owns the copyright.~~

~~11.26 Copyright ownership in works that are created pursuant to sponsored or third-party research funding, including works funded by grants, shall be determined in accordance with the terms of any agreement governing such funding. If any such agreement is silent as to ownership, then the Component shall own the copyright of such works.~~

### 11.3 Mediated Courseware.

~~11.31 Mediated courseware includes, but is not necessarily limited to, instructional materials delivered over the Internet, synchronous or asynchronous video or audio courses, Components of course, or instructional support materials.~~

~~11.32 Copyright of mediated courseware developed without specific direction or significant support of the Component shall remain with the employee. No royalty, rent, or other consideration shall be paid to the employee or former employee when that mediated courseware or a modification thereof is used for instruction by the Component. The employee or former employee shall take no action that limits the Component's right to use the instructional materials and shall provide written notice on the courseware itself if the Component's right of use. See Chapter V,~~

~~Paragraph 4.76 of these Rules for the policy on noncompetitive use of employee owned, mediated courseware.~~

~~11.33 Copyright of mediated courseware, developed at the specific direction or with the substantial resources of a Component shall be jointly held by the Component and the employee, unless otherwise specified at the time of commissioning of the work, and shall not be used without written consent of the Component. The Component shall have the right to modify the courseware and decide who will utilize it in instruction. Royalties or revenues generated from the licensing of such mediated courseware may be jointly shared with the employee as noted in this Paragraph 11. The Component may specifically agree to share control rights with the employee.~~

#### 11.4 Distribution of Copyright Royalties.

~~11.31 Creators of copyrightable material not owned by a Component, or to which a Component has relinquished any ownership claim, own the copyrights in their works and are free to publish them, register the copyright and receive any revenues which may result therefrom.~~

~~11.42 Royalty income received by a Component through the sale, licensing, leasing, or use of copyrightable material in which a Component has a property interest will normally may be shared with the authorcreator(s) and the Component where the material originated. When such sharing occurs, any distribution which grants the creator more than fifty percent (50%) of royalties shall require approval of the Board of Regents. In the event of multiple creators, the proper distribution of the fifty percent (50%) creators' share shall be determined by the creators through a written agreement.~~

~~11.421 The net royalties or other net income received by the Component will, in most instances, be distributed under a formula of fifty percent (50%) to the author and fifty percent (50%) to the Component.~~

~~11.422 Any distribution which grants the author more than fifty percent (50%) of net royalties shall require approval of the Board of Regents.~~

~~11.423 In the event of multiple authors, the proper distribution of the fifty percent (50%) author's share shall be determined by their Component President, as appropriate.~~

~~11.424 The disposition of the fifty percent (50%) dedicated to the Component is within the discretion of the Component President.~~

~~11.32 In the event that an authorcreator contributes a personal work to a Component, a written agreement accepting such contribution shall be executed. The terms of the agreement shall include a statement governing the division of royalties between the Component and the authorcreator.~~

~~11.33 In cases of extramural funding, the terms of the funding agreement shall govern the division of any royalties that may result from~~

commercialization of materials resulting therefrom. In the event that the funding agreement vests royalty rights in a Component, and does not provide any royalty share for the ~~author~~creator, the ~~author~~creator shall be entitled to the same proportionate share he or she would have received if the work had not been extramurally funded. Such a royalty payment to the ~~author~~creator, however, may not violate the terms of the funding agreement. Such share shall be a proportion of whatever share is owned by the Component under the terms of the funding agreement and this policy.

- 11.4 Revision of Materials. Materials owned by a Component under the terms of this policy shall not be altered or revised without providing the ~~author~~creator a reasonable opportunity to assume the responsibility for the revision. If the ~~author~~creator declines the opportunity to revise such material, the assignment of responsibility for the revision will be made by the President.
- 11.5 Withdrawal of Materials. Materials owned by a Component shall be withdrawn from use when the Component in consultation with the ~~author~~creator deems such use to be obsolete or inappropriate. No withdrawal or other discontinuance shall take place that would violate the terms of any licensing or other agreement relating to the materials.
- 11.6 Noncompetitive Use. Copyright of courseware developed without specific direction or significant support of the Component shall remain with the employee. No royalty, rent, or other consideration shall be paid to the employee or former employee when that courseware or a modification thereof is used for instruction by the Component. The employee or former employee shall take no action that limits the Component's right to use the instructional materials and shall provide written notice on the courseware itself indicating the Component's right of use. See Chapter V, Paragraph 4.76 of these Rules for the policy on noncompetitive use of employee-owned courseware.
- 11.7 Use of Copyrighted Software. The Texas State University System and its Components are committed to: (1) providing faculty, staff and students with the computer hardware and software necessary to perform their respective job tasks and instructional assignments; (2) protecting its computer environment from viruses; and, (3) maintaining compliance with the U.S. copyright laws and software license agreements and discouraging copyright infringement. This policy applies to all Component computer users, including faculty, staff, and students. Employees and students, who illegally duplicate software and/or its documentation or otherwise fail to comply with Component third party software license agreements, will be subject to disciplinary action up to and including termination of employment or expulsion from school.
  - 11.71 The use of Component-owned or leased hardware or software is limited to Component business or instruction-related activities. Software that has not been purchased or licensed by the Component or for which the individual user cannot demonstrate or certify purchase or license for business or instructional use may not be loaded onto Component-owned or leased computers.
  - 11.72 Copyright Compliance. Users of licensed software must read and comply with the license agreement. When a Component has contracted for a site or enterprise license, copying of the software media up to the number of licenses may be allowed, depending on the license agreement. The software user generally may:

- (1) Make only one backup copy of the software for archival purposes. If the underlying license is discontinued, this copy must be destroyed.
  - (2) Make a copy if it is required as an essential step (and NOT AS A MERE CONVENIENCE) in installing the software on the computing equipment.
- 11.73 Federal law requires compliance with the following restrictions when using software acquired by the Component:
- (1) A user shall not install software on more than one computer, unless written evidence exists that the Component has purchased the software and the license gives the purchaser the right to install it. Should a user find such software, the user should immediately uninstall the software, remove the files from the computer, and destroy any media copies.
  - (2) Manuals, and other copyrighted materials, shall not be copied without specific, written permission of the publisher.
  - (3) Upgrading a software package does not release the software user from the terms of the original agreement, unless the software developer changes the license agreement. The old version of the software may not continue to be used on a different computer or be distributed for use to others.
  - (4) When concurrent use is allowed by the license agreement, the number of concurrent users of a local area network (LAN) version of purchased software may not exceed the number of licensed users.
- 11.74 License Agreements. Each manufacturer includes a license agreement package with its software that details any restrictions on its use. Component users must comply with the vendor's license provisions regarding the use of the software, even though the individual user has not personally signed the license agreement. License agreements differ among the various software vendors and some may grant additional rights, such as allowing use on a portable or home computer. The Component shall hold the user responsible for reading, understanding and complying with provisions of the license agreement for each software package.
- 11.75 Component Responsibility. Each Component shall publish software copyright policies and operating procedures that articulate specific steps implementing this *Subparagraph 11.7* and covering, at a minimum, the following topics:
- (1) Guidelines for use of Component computer hardware and software;
  - (2) Computer and Software Use—User Education;
  - (3) Software Selection, Budgeting & Acquisition;

(4) Software Inventory, Audit & Copyright Compliance.

\* \* \*

CHAPTER V. COMPONENT PERSONNEL

\* \* \*

4.7 Rights and Responsibilities as a Teacher and as a Citizen.

\* \* \*

- 4.76 Non-competitive use of employee-owned, ~~mediated~~ courseware. (See *Chapter III, Paragraph 11.6* of these *Rules*). ~~Mediated e~~Courseware developed by an employee without specific direction or significant support of the Component institution shall not be sold, leased, rented, or otherwise used in a manner that competes with the instructional offerings of his/her own Component without the prior written approval of the chief academic officer of the Component. Should approval be granted to offer the course, course Components, or instructional support materials outside of the institution, the employee shall reimburse the Component for any use of its resources.

Explanation

The proposed changes update and document the ownership rights of faculty, staff, students, and the university, for copyrighted works created at or in connection with the university, and promoting the use of copyrighted works in a manner consistent with contemporary interpretation of copyright laws, principles, doctrines, and exceptions.

PARAGRAPH 22 of CHAPTER III on PAGE III-48;  
PARAGRAPHS 3.3, 4.11, and 5.6 of CHAPTER V  
on PAGES V-10, V-29, and V-30; and  
PARAGRAPH 5.2(26) of CHAPTER VI on PAGE VI-8

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

\* \* \*

22. SEXUAL MISCONDUCT POLICY.

The System's "Sexual Misconduct" policy, formulated to address and redress the problem of sexual misconduct on Component campuses, is incorporated into, and made a part of these Rules and Regulations as Appendix A-6.

\* \* \*

CHAPTER V. COMPONENT PERSONNEL

\* \* \*

3.3 Sexual Misconduct. Administrative officers shall comply with the System's "Sexual Misconduct" policy found in Chapter III Paragraph 22 and Appendix A-6.

\* \* \*

4.11 Sexual Misconduct. Faculty shall comply with the System's "Sexual Misconduct" policy found in Chapter III Paragraph 22 and Appendix A-6.

\* \* \*

5.6. Sexual Misconduct. Unclassified employees and all classified employees shall comply with the System's "Sexual Misconduct" policy found in Chapter III Paragraph 22 and Appendix A-6.

\* \* \*

CHAPTER VI. STUDENT SERVICES AND ACTIVITIES

\* \* \*

5.2(26)Sexual Misconduct (Chapter III Paragraph 22 and Appendix A-6).

### Explanation

Recent mandates from the United States Department of Education (DOE) require implementation of comprehensive policies to address and redress the continuing problem of sexual misconduct on college and university campuses. This spring, the Texas State University System offices of General Counsel and Audits and Analysis convened a System-wide 30-plus member Title IX Task Force—comprised of representatives from all campuses, among whom were vice presidents for student affairs; deans of students; university police chiefs; access and equity, student justice and human resources personnel—to discuss the DOE directives and how to best approach them at the campus and System levels.

Although the initial plan had been to assist each campus in creating its own policy, based upon the Task Force's recommendations, the Office of General Counsel drafted the attached single, comprehensive Sexual Misconduct policy for use by all System Components.

This set of rules merely references the Sexual Misconduct policy (which will be in an Appendix to these *Rules and Regulations*), indicating that the policy applies equally to administrators, faculty, staff employees, and students.

# TEXAS STATE UNIVERSITY SYSTEM

## SEXUAL MISCONDUCT POLICY AND PROCEDURES

### 1. Introduction

- 1.1 Institutional Values. The Texas State University System and its colleges, institutions, and universities are committed to creating and maintaining educational communities in which each individual is respected, appreciated and valued. The System diligently strives to foster an environment that permits and encourages everyone to perform at their highest levels in academia. The System's focus on tolerance, openness, and respect is key in providing every member of the TSUS community with basic human dignity free from harassment, exploitation, intimidation or other sexual misconduct. Any report of behavior that threatens our institutional values, and breaches this Policy shall be promptly investigated and remediated in accordance with principles of law, fairness and equity to all parties involved.
- 1.2 Purpose of Policy. The Texas State University System and its component institutions are firmly committed to maintaining an educational environment free from all forms of sex discrimination. Sexual Misconduct, as defined in this Policy, is a form of sex discrimination and will not be tolerated. The Components will maintain an environment that promotes prompt reporting of all types of Sexual Misconduct and timely and fair resolution of Sexual Misconduct complaints. The Components will take prompt and appropriate action to eliminate Sexual Misconduct when such is committed, prevent its recurrence, and remedy its effects. This Policy defines and describes prohibited sexual conduct, establishes procedures for processing complaints of sexual misconduct, permits appropriate sanctions, and identifies available resources.
- 1.3 Notice of Nondiscrimination. The System complies with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits

discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act. Sexual misconduct, as defined in this Policy, constitutes a form of sex discrimination prohibited by Title IX and Title VII.

1.4 Applicability of this Policy. This Policy applies to all students, faculty, staff, and third parties within the System's or its Components' control. This Policy prohibits sexual misconduct committed by or against a student, faculty, staff, or third parties. This Policy applies to sexual misconduct:

1.41 on Component premises;

1.42 at Component-affiliated educational, athletic, or extracurricular programs or activities;

1.43 that has an adverse impact on the education or employment of a member of the Component community; or

1.44 that otherwise threatens the health and/or safety of a member of the Component community.

1.5 Extent of Authority. While the Texas State University System is committed to investigating all complaints of sexual misconduct and there is no geographical limitation to invoking this Policy, sexual misconduct that is alleged to have occurred at a significant distance from the Component and/or outside the Component property may be difficult for the Component to investigate. Additionally, the Component's disciplinary authority may not extend to third parties who are not students or employees of the Component.

1.6 Effect of Criminal Prosecution. Proceedings under this Policy will not be dismissed or delayed because criminal investigation or prosecution is pending or charges have been reduced or dismissed.

Proceedings may also continue if a party is no longer employed with or currently enrolled as a student of the Component.

- 1.7 Supersedes Existing Policies. In the case of allegations of sexual misconduct, this Policy supersedes any conflicting procedures and policies set forth in other Component documents.

## **2. DEFINITIONS**

- 2.1 Complainant refers to the person making a complaint of sexual misconduct, and shall be referred to herein as either Complainant, Survivor, or Victim, and these terms may be used interchangeably throughout this Policy.
- 2.2 Component refers to all member institutions of the Texas State University System, including but not limited to, Lamar University, Lamar Institute of Technology, Lamar State College - Orange, Lamar State College - Port Arthur, Sam Houston State University, Sul Ross State University, Sul Ross State University Rio Grande College and Texas State University.
- 2.3 Component Affiliated Program or Activity refers to any program or activity, on or off campus, that is initiated, aided, authorized or supervised by the Component or by an officially-recognized organization of, or within, the Component.
- 2.4 Component Premises. Buildings or grounds owned, leased, operated, controlled or supervised by the Component including property that is within or reasonably contiguous to the premises owned by the Component but controlled by another person, is frequently used by students, and supports institutional purposes (such as a food or other retail vendor.)

2.5 Consent is an informed and freely and affirmatively communicated willingness to participate in a particular sexual activity. Consent can be expressed either by words or by clear and unambiguous actions, as long as those words or actions create mutually understandable permission regarding the conditions of each instance of sexual activity. It is the responsibility of the person who wants to engage in the sexual activity to ensure that s/he has the consent of the other to engage in each instance of sexual activity. (The definition of consent for the crime of sexual assault in Texas can be found at Texas Penal Code Section 22.011)  
<http://www.statutes.legis.state.tx.us/Docs/PE/htm/PE.22.htm#22.011>

2.51 The Component will consider the following factors in determining whether consent was provided:

2.511 consent is a voluntary agreement or assent to engage in sexual activity;

2.512 someone who is incapacitated cannot consent;

2.513 consent can be withdrawn at any time;

2.514 past consent does not imply future consent;

2.515 silence or an absence of resistance does not imply consent;

2.516 consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another;

2.517 coercion, force, or threat invalidates consent; and,

2.518 being intoxicated or under the influence of alcohol, drugs, or any other substance is never an excuse for engaging in sexual misconduct.

2.6 Dating Violence is violence committed by a person:

2.61 who is or has been in a social relationship of a romantic or intimate nature with the Victim; and

2.62 where the existence of such a relationship shall be determined by the Victim with consideration of the following factors:

2.621 the length of the relationship;

2.622 the type of relationship; and

2.623 the frequency of interaction between the persons involved in the relationship (Texas Family Code Section 71.0021.)

<http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.71.htm#71.0021>

2.7 Dean of Student's Office includes the Student Affairs Office, the Student Services Office and the Dean of Student Life Office.

2.8 Family (Domestic) Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Victim, by a person with whom the Victim shares a child in common, by a person who is cohabitating with or has cohabitated with the Victim as a spouse or intimate partner or roommate, by a person similarly situated to a spouse of the Victim under the domestic or family violence laws of the State of Texas, or by any other person against an adult or youth Victim who is protected from that person's acts under the domestic or family violence laws of the State of Texas. (Texas Family Code Section 71.004.)

<http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.71.htm#71.004>

- 2.9 Incoming Student refers to a student in their first semester of enrollment.
- 2.10 New Employee refers to a faculty or staff member who has not been previously employed by the Component or whose previous employment with the Component was more than one year from his or her latest date of hire with the Component.
- 2.11 Parties refers to the Complainant and Respondent.
- 2.12 Preponderance of the Evidence means the greater weight and degree of credible evidence. Preponderance of the evidence is the standard for determining allegations of sexual misconduct under this Policy. Preponderance of the evidence is satisfied if the action is more likely to have occurred than not.
- 2.13 Respondent refers to the person accused of sexual misconduct and shall be referred to herein as either Respondent, Alleged Perpetrator, Accused, or Perpetrator, and these terms may be used interchangeably throughout this Policy.
- 2.14 Responsible Employee refers to a campus employee who has the authority to redress sexual misconduct; who has the duty to report incidents of sexual misconduct to the Title IX Coordinator or other appropriate designee, or whom a student could reasonably believe has this authority or duty. Responsible employees shall include all administrators, faculty, staff, student workers, except:
- 2.141 any employee with confidentiality obligations as described in Section 3 below;
  - 2.142 cafeteria staff who are not assigned administrative duties;
  - 2.143 custodial staff who are not assigned administrative duties;

- 2.144 groundskeeper staff who are not assigned administrative duties;
- 2.145 maintenance staff who are not assigned administrative duties;
- 2.146 ranch/agricultural staff who are not assigned administrative duties; or
- 2.147 staff of campus physical plant who are not assigned administrative duties.

2.15 Retaliation means any adverse action threatened or taken against a person because he or she has filed, supported, or provided information in connection with a Complaint of Sexual Misconduct, including but not limited to direct and indirect intimidation, threats, and harassment.

2.16 Sexual Assault means any form of *non-consensual* sexual activity representing a continuum of conduct from forcible rape to non-physical forms of pressure designed to compel individuals to engage in sexual activity against their will. (Texas Penal Code Section 22.011) <http://www.statutes.legis.state.tx.us/Docs/PE/htm/PE.22.htm#22.011>

2.161 Examples of sexual assault include, but are not limited to, the following non-consensual sexual activity:

- 2.1611 sexual intercourse (vaginal or anal);
- 2.1612 oral sex;
- 2.1613 rape or attempted rape;
- 2.1614 penetration of an orifice (anal, vaginal, oral) with the penis, finger or other object;
- 2.1615 unwanted touching of a sexual nature;
- 2.1616 use of coercion, manipulation or force to make someone else engage in sexual touching, including touching of breasts, chest, buttocks and genitalia;

- 2.1617 engaging in sexual activity with a person who is unable to provide consent; or
- 2.1618 knowingly transmitting a sexually-transmitted disease to another.

2.17 Sexual Exploitation occurs when a person takes non-consensual or abusive sexual advantage of another for his or her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited.

2.171 Examples can include, but are not limited to, the following behaviors:

- 2.1711 prostituting another;
- 2.1712 non-consensual electronically recording, photographing, or transmitting intimate or sexual utterances, sounds or images without the knowledge and consent of all parties involved;
- 2.1713 voyeurism (spying on others who are in intimate or sexual situations);
- 2.1714 going beyond the boundaries of consent (such as letting friends hide in a closet to watch another friend having consensual sex); or
- 2.1715 distributing intimate or sexual information about another person without that person's consent.

2.18 Sexual Harassment is any unwelcome verbal, nonverbal, written, electronic or physical behavior of a sexual nature directed at someone, or against a particular group, because of that person's or group's sex, or based on gender stereotypes, severe or pervasive, and where it meets either of the following criteria:

2.181 Submission, consent, or rejection of the behavior is believed to carry consequences for the individual's education, employment, on-campus living environment or participation in a Component affiliated activity.

2.1811 Examples of this type of sexual harassment include, but are not limited to:

2.18111 pressuring another to engage in sexual behavior for some educational or employment benefit;  
or

2.18112 making a real or perceived threat that rejecting sexual behavior will result in a negative tangible employment or academic consequence.

2.182 The behavior has the purpose or effect of substantially interfering with another's work or educational performance by creating an intimidating or hostile environment for employment, education, on-campus living or participation in a Component affiliated activity.

Examples of this type of sexual harassment can include, but are not limited to:

2.1821 persistent unwelcome efforts to develop a romantic or sexual relationship;

2.1822 unwelcome commentary about an individual's body or sexual activities;

2.1823 unwanted sexual attention;

2.1824 repeatedly engaging in sexually-oriented conversations, comments or horseplay, including the use of language or the telling of jokes or anecdotes of

a sexual nature in the workplace, office or classroom, even if such conduct is not objected to by those present; or

2.1825 gratuitous use of sexually-oriented materials not directly related to the subject matter of a class, course or meeting even if not objected to by those present.

2.19 Sexual Intimidation includes but is not limited to:

2.191 threatening another with a non-consensual sex act;

2.192 stalking or cyber-stalking; or

2.193 engaging in indecent exposure as defined in Texas Penal Code 21.08

<http://www.statutes.legis.state.tx.us/docs/pe/htm/pe.21.htm#21.08>

2.20 Sexual Misconduct is a broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes but is not limited to sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. Sexual misconduct can be committed by men or women, strangers or acquaintances, and can occur between or among people of the same or opposite sex.

2.21 Sexual Violence Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. All such acts are forms of Sexual Misconduct.

2.22 Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

2.221 fear for his or her safety or the safety of others; or

2.222 suffer substantial emotional distress (Texas Penal Code Section 42.072)

<http://www.statutes.legis.state.tx.us/Docs/PE/htm/PE.42.htm#42.072>

- 2.23 Student refers to any person who has been accepted for admission, or who is currently or was previously enrolled in the Component on either a full-time or part-time basis.
- 2.24 Third party refers to any person who is not a current student or employee of the Component, including but not limited to vendors and invited and uninvited visitors.
- 2.25 Third-Party Reporting refers to the submission of a complaint of sexual misconduct by a person on behalf of another person.
- 2.26 Title IX Coordinator is the person who has been designated by each Component to coordinate efforts to comply with and implement this Policy. The Title IX Coordinator is responsible for conducting the administrative investigation of reports of sexual misconduct and is available to discuss options, provide support, explain Component policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators. Each Component will identify and provide complete contact information for their Title IX Coordinator and all Deputy Coordinators in various locations, including but not limited to the Component's website; the student's handbook; the Dean of Student's Office; and Campus Police or Security.
- 2.27 Title IX Investigator refers to the person who conducts the Title IX investigation.

### 3. Confidentiality

- 3.1 Limited Confidentiality of Reports to Employees. When considering reporting options, Victims should be aware that certain Component personnel can maintain strict confidentiality, while others have mandatory reporting and response obligations. Component personnel that are not confidential reporters as described in 3.4 and who receive a report of alleged sexual misconduct are required to share the information with appropriate administrative authorities for investigation and follow up. The Component will protect a Complainant's confidentiality by refusing to disclose his or her information to anyone outside the Component to the maximum extent permitted by law. As for confidentiality of information within the Component, the Component must balance a Victim's request for confidentiality with its responsibility to provide a safe and non-discriminatory environment for the Component community.
- 3.2 Confidentiality Requests and Interim Measures/Accommodations. The Component's inability to take disciplinary action against an alleged discriminator or harasser because of a Complainant's insistence of confidentiality, will not restrict the Component's ability to provide appropriate measures for the reasonable safety of the Component community. The Complaint may also be used as an anonymous report for data collection purposes under the Clery Act.
- 3.3 Victim Identity Protected from Open Records. The Texas Public Information Act permits the identity of Victims of sexual assault to be withheld from those seeking records under the Act. (*Attorney General Open Records Decision 339.*)  
<https://www.texasattorneygeneral.gov/opinions/openrecords/46white/ord/1982/pdf/ORD19820339.pdf>

3.4 Employees Required to Maintain Confidentiality. The following individuals are required to maintain confidentiality and shall not report any information about an incident to the Title IX Coordinator without a Victim's permission:

3.41 physical and mental health professionals, including licensed counselors who provide mental health counseling to members of the school community, and those who act under the supervision of a health care employee; and

3.42 individuals whose scope of employment include confidentiality requirements under Texas law.

3.43 Each Component will identify and provide complete contact information of such individuals in various locations, including but not limited to the Component's website; the student's handbook; the Dean of Student's Office; and Campus Police or Security.

3.44 These individuals will maintain confidentiality in accordance with the law and their professional rules of conduct. They will assist in a crisis situation and provide information about possible resources, some of which may include law enforcement, medical assistance, psychological counseling, victim advocacy assistance, legal assistance, Component disciplinary action, immigration services and criminal prosecution. They will not reveal the Victim's identity to anyone without the Victim's permission except under very limited exceptions (e.g., if an immediate threat to the Victim or others is present, or if the Victim is a minor). Victims need not reveal their names if calling these individuals for information.

3.5 Employees Who Must Report – Responsible Employees. A responsible employee who receives a report of sexual misconduct must report to the Title IX Coordinator all relevant details about the

alleged sexual misconduct shared by the Victim. A responsible employee should not share information with law enforcement without the Victim's consent, or unless the Victim has also reported the incident to law enforcement.

3.51 Before a Victim reveals any information to a responsible employee, the employee should ensure that the Victim understands the employee's reporting obligations - and, if the Victim wants to maintain confidentiality, direct the Victim to confidential resources.

3.52 If the Victim chooses to tell the responsible employee what happened but also states that she or he wants to maintain confidentiality or does not want the matter investigated, the employee should tell the Victim that the Component will consider the request but cannot guarantee that the Component will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the responsible employee will also inform the Title IX Coordinator of the Victim's request for confidentiality.

3.53 When weighing a Victim's request for confidentiality or that no investigation or discipline be pursued, the Component will consider a range of factors, including the following:

3.531 the increased risk that the Alleged Perpetrator will commit additional acts of sexual or other violence, such as:

3.532 whether there have been other sexual misconduct complaints about the same Alleged Perpetrator;

3.533 whether the Alleged Perpetrator has a history of arrests or records from a prior school indicating a history of violence;

- 3.534 whether the Alleged Perpetrator threatened further sexual misconduct or other violence against the Victim or others;
- 3.535 whether the alleged sexual misconduct was committed by multiple Perpetrators;
- 3.536 whether the alleged sexual misconduct was perpetrated with a weapon;
- 3.537 whether the Victim was a minor at the time of the alleged conduct;
- 3.538 whether the Component possesses other means to obtain relevant evidence of the alleged sexual misconduct (e.g., security cameras or personnel, physical evidence); or
- 3.539 whether the Victim's report reveals a pattern of conduct (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

3.6 Breaches of Confidentiality. Breaches of confidentiality or privacy committed by anyone receiving a report of alleged sexual misconduct or investigating the report of alleged sexual misconduct, may be considered a separate violation of this Policy and may result in disciplinary sanctions.

#### **4. Reporting Policies and Protocols**

4.1 Reporting Options. A Victim of sexual misconduct is encouraged to report to any of the sources below. Although the Victim of sexual misconduct may decline to report the incident, the Component supports, encourages and will assist those who have been the Victim of sexual misconduct to report the incident to any individual or entity listed in 3.4, 3.5 above and/or in this Section.

4.11 Local Law Enforcement. An individual may report an incident of sexual misconduct directly with local law enforcement

agencies by dialing 911. Individuals who make a criminal complaint may also choose to pursue a complaint through the Title IX Coordinator.

- 4.12 A criminal investigation into the matter does not preclude the Component from conducting its own investigation. The result of a criminal investigation does not determine whether sexual misconduct, for purposes of this Policy, has occurred.
- 4.13 Component Police or Security. An individual may also report an incident of sexual misconduct to the Component police or security. Reporting to such officials helps protect others from future victimization; apprehend the alleged assailant; and maintain future options regarding criminal prosecution, Component disciplinary action and/or civil action against the alleged wrongdoer. For Components that employ sworn peace officers, a Victim may request that his or her identity be kept confidential when reporting sexual misconduct to a sworn peace officer. Filing a police report does not obligate the Victim to continue with criminal proceedings or Component disciplinary action. Components shall provide the Victim contact information for their campus police or security personnel.
- 4.14 Title IX Coordinator. Any incident of sexual misconduct can be brought to the attention of the Title IX Coordinator (See Section 2.27 for the contact information for each Title IX Coordinator). Although the Component strongly encourages reporting sexual misconduct to the police, a Victim may request administrative action by the Component with or without filing a police report.
- 4.15 Dean of Student's Office. Any incident of sexual misconduct can be brought to the attention of the Dean of Student's Office. Although the Component strongly encourages reporting sexual misconduct to the police, a Victim may request administrative action by the Component with or

without filing a police report. The Dean of Students Office will promptly inform the Title IX Coordinator of the complaint.

- 4.16 **Campus Security Authority.** A complaint of sexual misconduct can be brought to a Campus Security Authority (CSA) as defined in each Component's Annual Security Report. The CSA will promptly inform the Title IX Coordinator of the complaint. Each Component will identify and provide complete contact information for their CSA in various locations, including but not limited to the Component's web page; the student's handbook; the annual security report; and the Dean of Student's Office.
- 4.17 **Human Resources.** A complaint of sexual misconduct may be brought to the Human Resources Department, which will promptly inform the Title IX Coordinator of the complaint.
- 4.18 **Responsible Employee.** An individual may report alleged sexual misconduct to a Responsible Employee, as that term is defined in 2.14 above. A faculty or staff member with any knowledge (including firsthand observation) about a known or suspected incident of sexual misconduct (other than those individuals identified in section 3.4 above) must report the incident to the Component police or security or the Component's Title IX Coordinator. No employee is authorized to investigate or resolve Complaints without the involvement of the Component's Title IX Coordinator.
- 4.19 **Individuals may also file anonymous reports.** Each Component shall provide the phone number and web address available for anonymous reports. Individuals who choose to file anonymous reports are advised that it may be very difficult for the Component to follow up and/or take action on anonymous reports, where corroborating information is limited. Anonymous reports may be used for Clery Act data collection purposes.

- 4.2 Preservation of Evidence. Preservation of evidence is critical in instances of sexual misconduct. Prompt reporting may preserve options that delayed reporting does not, including the preservation of physical evidence (which may be necessary to prove sexual misconduct or to obtain a judicial order of protection), the support of crisis counseling, and immediate police response.
- 4.3 Interim Accommodations/Measures. When an incident of sexual misconduct is formally reported, the Component will consider interim accommodations to protect the Alleged Victim while the incident is investigated and adjudicated through this Policy. The Title IX Coordinator and other appropriate Component administrators cooperate together to identify alternative arrangements to preserve the rights of both the Alleged Victim and the Accused, as well as provide a safe overall educational or working environment until (and perhaps after) the report is investigated and any appropriate action is taken.
- 4.31 Interim accommodations may include changing academic, living, transportation or working situations; and, any interim disciplinary action must comply with *System Rules and Regulations Chapter VI, section 5.(14)*.
- 4.32 Failure to adhere to the parameters of any interim accommodation may be considered a separate violation of this Policy and may result in disciplinary sanctions.
- 4.33 Component will honor any order of protection, no contact order, restraining order or similar lawful order issued by any criminal, civil or tribal court.

## 5. Retaliation

The Component takes reports of sexual misconduct very seriously and will not tolerate retaliation against those who make such reports or participate in the investigatory or adjudicatory process. Retaliation

includes, but is not limited to, any adverse employment or educational action taken for making a report of sexual misconduct, or otherwise participating under this Policy. Any actual or threatened retaliation, or any act of intimidation to prevent or otherwise obstruct the reporting of sexual misconduct, or the participation in proceedings relating to sexual misconduct may be considered a separate violation of this Policy and may result in disciplinary sanctions. Any person who believes that she or he has been subjected to retaliation should immediately report this concern to their Title IX Coordinator as identified in 2.27 above.

## **6. Immunity**

The Component considers the reporting and adjudication of sexual misconduct cases of paramount importance. The Component does not condone underage drinking, illegal use of drugs or other criminal behavior; however, the Component may extend limited immunity from punitive sanctions when appropriate for those reporting incidents and/or assisting Victims of sexual misconduct, provided they are acting in good faith in reporting or participating in an investigation.

## **7. Prohibition on Providing False Information**

Any individual who knowingly files a false Complaint under this Policy, or knowingly provides false information to Component officials, or who intentionally misleads Component officials who are involved in the investigation or resolution of a Complaint shall be subject to disciplinary action.

## **8. Risk Reduction Strategies**

- 8.1 Purpose. The Component will engage in the risk reduction strategies outlined below to limit the risk of sexual misconduct for the campus community.

## 8.2 Training.

8.21 Primary Prevention Training. Every incoming student and new employee shall participate in prevention and education training regarding sexual misconduct. Primary prevention training programs shall be designed to promote awareness of sexual offenses and to incorporate risk reduction strategies to enable community members to take a role in preventing and interrupting incidents of sexual misconduct. The Component training will be based upon research and will be assessed periodically for effectiveness. Specifically, training will include:

8.211 awareness and prevention of rape, acquaintance rape, domestic violence, dating violence, sexual assault, and stalking;

8.212 definitions of sexual misconduct offenses which are prohibited by the Component as defined by Texas law;

8.213 definition of consent as defined by Texas law;

8.214 risk reduction, such as recognition of warning signs of possible sexual misconduct, situational awareness and safety planning;

8.215 bystander intervention to encourage identification of situations that might lead to sexual misconduct and promote safe intervention as a means to prevent the misconduct - bystander intervention includes recognizing situations of potential harm, understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking action to intervene;

8.216 procedures for reporting, investigating, and accessing possible sanctions for sexual misconduct as described in this Policy;

- 8.217 options for reporting sexual misconduct and the confidentiality that may attach to such reporting;
- 8.218 campus and community resources available to Complainants or Respondents;
- 8.219 interim safety measures available for Complainants; and,
- 8.210 descriptions of additional and ongoing sexual misconduct training.

8.3 Ongoing Sexual Misconduct Training. The Component's commitment to raising awareness of the dangers of sexual misconduct includes offering ongoing education in the form of annual training, lectures by faculty, staff, mental health professionals, and/or trained non-Component personnel. Ongoing training may include dissemination of informational materials regarding the awareness and prevention of sexual misconduct.

8.4 Training of Coordinators, Investigators, Hearing and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, Investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each academic year including, knowledge of offenses, investigatory procedures, due process, and Component policy and procedures related to sexual misconduct.

## 9. Informal Resolution (Mediation)

9.1 Eligibility for Mediation. Informal resolution is available and appropriate for claims of Sexual Harassment, only if:

9.12 both parties are both willing to engage in mediation and consent to do so in writing;

9.13 the Complainant and the Respondent are both students or are both employees of the Component;

- 9.14 the Title IX Coordinator agrees that informal resolution is an appropriate mechanism for resolving the Complaint; and
- 9.15 the Complaint involves only Sexual Harassment as described in this Policy and does not involve any other sexual offense.

9.2 Mediation and Agreements. When the Title IX Coordinator determines informal resolution is appropriate and the parties consent in writing, the Title IX Coordinator will arrange or facilitate mediation in attempt to resolve the complaint. Agreements reached in mediation will be reduced to writing and signed by both parties. Agreements will be maintained by the Coordinator and shared only as necessary to implement the agreed resolution or as required by law.

9.3 Referral for Investigation. When mediation is not successful, or, if in the course of facilitating informal resolution the Title IX Coordinator learns of sexual offenses beyond sexual harassment, the informal resolution process will immediately terminate. The matter will then be referred for investigation in accordance with the procedures outlined below.

## **10. Investigation Procedures and Protocols**

10.1 Actions Upon Receiving Report. Upon Component's receipt of a report of sexual misconduct:

10.11 Assignment. The Title IX Coordinator will review the complaint and investigate the matter. Alternatively, the Title IX Coordinator may assign the investigation to a Deputy Coordinator or Investigator and advise the Complainant of the name and contact information of the individual assigned. Subsequent references to Investigator in this section refers to the individual investigating the complaint, whether a Title IX Coordinator, Deputy Coordinator, or Investigator.

10.12 Initial Meeting with Complainant. As soon as is practicable, the Investigator shall contact the Complainant (subsequent references to Complainant in this section include the Alleged Victim if the original Complainant was not the Victim) and schedule an initial meeting. At the initial meeting the Investigator will:

10.121 provide a copy of this Policy which explains the process and rights of all parties;

10.122 request additional information regarding the reported incident;

10.123 explain the investigatory process;

10.124 explain the options for reporting to law enforcement authorities, whether on campus or local police;

10.125 discuss confidentiality standards and concerns with the Complainant and advise that confidentiality may impact the Component's ability to investigate fully;

10.126 determine whether the Complainant wishes to pursue a resolution (formal or informal) through the Component or seeks no resolution;

10.127 refer the Complainant, as appropriate, to the Counseling Center or other resources which may include law enforcement, medical assistance, psychological counseling, victim advocacy resources, legal resources, Component disciplinary action, immigration services, and criminal prosecution; and

10.128 discuss with the Complainant, as appropriate, possible interim accommodations/measures as described herein.

10.13 Interim Accommodations/Measures. The Investigator will determine and implement interim measures as appropriate

and necessary for the Complainant's safety and to limit potential retaliation. Such measures may include, but are not limited to:

- 10.131 campus no-contact orders;
- 10.132 reassignment of housing or work assignments;
- 10.133 temporary withdrawal or suspension from the Component, in accordance with *System Rules and Regulations Chapter VI, § 5.(14)*;
- 10.134 escort or transportation assistance;
- 10.135 modification of class schedules; or
- 10.136 restrictions from specific activities or facilities.

The Component shall maintain as confidential any accommodations/measures provided to the Victim, to the extent allowed by law and to the extent that maintaining such confidentiality will not impair the ability to provide the accommodations/measures.

Failure of any party to adhere to the parameters of any interim accommodation or measure may be considered a separate violation of this Policy and may result in disciplinary sanctions.

## 10.2 Prompt, Fair, and Equitable Investigation.

10.21 Timing of Investigation and Resolution. The Component shall make every reasonable effort to ensure that the investigation and resolution of a Complaint occurs in as efficient a manner as possible, with an expectation that the process (exclusive of any appeal procedures) will generally be completed within sixty (60) calendar days of the Complaint, absent extenuating circumstances. The Title IX Coordinator may modify this and any other deadlines contained in this Policy as necessary to accomplish the purposes stated and for good cause, including,

but not limited to, the complexity of the investigation and semester breaks.

10.22 Notice of Allegations to Respondent. At the outset of an investigation, the Investigator will provide the Respondent prompt notice of the allegations against him or her in writing together with a copy of this Policy. Written Notice of Allegations will be provided to the Complainant concurrently with Respondent.

10.23 Equitable Treatment.

10.231 Investigator will remain neutral throughout the investigation and provide both the Complainant and Respondent opportunities to respond in person and in writing, to submit relevant documents, and to produce relevant witnesses.

10.232 The Complainant and Respondent will receive a minimum of forty-eight hours' notice of any sanction meeting, due process hearing, or appellate meeting, if any.

10.233 Both Complainant and Respondent may have a representative or advisor present at all meetings a party has with the Investigator, Title IX Coordinator, Deputy Coordinator or other Component administrator related to a complaint. The representative or advisor may provide support, guidance or advice to the Complainant or Respondent, but may not otherwise directly participate in the meetings.

10.234 The Complainant, Respondent, and appropriate officials will, at least forty-eight hours' in advance, be provided access to any information that will be used after the investigation but during informal and formal disciplinary meetings.

10.24 Investigation Activities. Investigator will gather and review information from Complainant, Respondent, and Witnesses. Investigator shall conduct site inspection, if necessary, and obtain other information from sources as appropriate given the nature of the complaint.

10.25 Report of Investigation. The Investigator will complete a written Investigative Report that includes summaries of interviews conducted; photographs, if any; documents and materials received; descriptions of relevant evidence; summaries of relevant electronic records; and a detailed report of the events related to the incident. When the Investigator is not the Title IX Coordinator the Investigative Report will be submitted to the Title IX Coordinator for review and finding.

## **11. Standard of Review and Finding**

11.1 Review. The Title IX Coordinator will review the Report of Investigation under the “preponderance of the evidence” standard as defined in Section 2.13 of this Policy.

11.2 Finding. The Title IX Coordinator will make a written finding as to whether

11.21 no reasonable grounds exist that the Sexual Misconduct Policy was violated and the matter is closed, or

11.22 it is more likely than not that Respondent violated the Sexual Misconduct Policy, and which specific sections of the Policy were violated.

11.3 Rationale and Recommended Sanctions. The finding shall include the Title IX Coordinator’s basis for the decision and recommended

sanctions, if any. The Title IX Coordinator will communicate the Finding in writing simultaneously to the Complainant, Respondent, and Component Administrator (as defined in 12.2 below) with authority to determine and issue appropriate sanctions, if any.

## **12. Sanctions**

12.1. Possible Sanctions. Sanctions for a Finding of a Policy violation will depend upon the nature and gravity of the misconduct and/or any record of prior discipline for sexual misconduct. Sanctions may include:

- 12.11 withholding a promotion or pay increase;
- 12.12 reassigning employment;
- 12.13 terminating employment;
- 12.14 barring future employment;
- 12.15 temporary suspension without pay;
- 12.16 compensation adjustments;
- 12.17 expulsion or suspension from the Component and/or System;
- 12.18 no-contact orders,
- 12.19 probation (including disciplinary and academic probation);
- 12.20 expulsion from campus housing;
- 12.21 restricted access to activities or facilities;
- 12.22 mandated counseling (e.g. educational programs such as batterer's intervention);
- 12.23 disqualification from student employment positions;
- 12.24 revocation of admission and/or degree;
- 12.25 withholding of official transcript or degree;
- 12.26 bar against readmission;
- 12.27 monetary restitution; or
- 12.28 withdrawing from a course with a grade of *W*, *F*, or *WF*.

12.2 Sanction Decision. The responsible Component Administrator will issue a decision regarding sanctions simultaneously to the

Complainant and Respondent in writing within five (5) class days of receipt of the Finding. Administrators responsible for imposing sanctions are:

12.21 Student Respondent Sanctions. The Dean of Students will issue sanctions for students.

12.212 Student Employees. Where the Respondent is both a student and an employee, the Title IX Coordinator will determine whether the Respondent's status is that of student, staff, or faculty for disciplinary purposes. When the Respondent's status is determined to be that of a student employed by the Component, the Dean of Students will consult with the AVP of Human Resources or their equivalent prior to issuing sanctions.

12.213 Due Process Hearing. Complainant or Student Respondent may elect to dispute the Finding and/or the sanction through a due process hearing. Procedures for the hearing are outlined in the *System Rules and Regulations, Chapter VI §§ 5.7-5.9* and the Component's Student Discipline Procedures, with exceptions as follows:

12.2131 The Component Representative for student due process hearings related to Sexual Misconduct shall be the Component's Title IX Coordinator or his or her designee;

12.2132 The role of the hearing adjudicator(s) is to review the investigation and the appropriateness of the sanction for significant procedural errors or omissions;

- 12.2133 Parties may question their own witnesses, but they shall not ask questions of each other or the other party's witnesses;
- 12.2134 Each party shall receive notice of the hearing and has a right to be present; however, neither party shall be compelled to attend any hearing; and
- 12.2135 When a finding of sexual misconduct is upheld, sanctions listed in section 12.1 of this policy shall be imposed.

12.214 Staff Employee Respondents. The Respondent's supervisor, or other authority within the Respondent's chain of command, will issue sanctions in consultation with Human Resources.

12.215 Faculty Employee Respondents. The Dean, who may consult with the Department Chair as appropriate, will issue sanctions in consultation with the Provost.

12.2151 Tenured Faculty Due Process Hearing. Tenured faculty receiving a sanction that impacts the faculty member's continued employment, full-time salary (not including summer teaching) or demotion in rank may elect to dispute the Finding and the sanction through a due process hearing.

12.2152 Non-Tenured Faculty Due Process Hearing. A non-tenured faculty member receiving a sanction impacting the faculty member's continued employment, full-time salary (not including possible summer teaching) or demotion in rank termination sanction before the expiration of the stated period of his or

her appointment may elect to dispute the Finding and sanction through a due process hearing.

12.2153 Procedures for Faculty Due Process Hearing. Hearing procedures are outlined in the *System Rules and Regulations, Chapter V, § 4.54* and the Component's Faculty Grievance Procedures or its equivalent with the following exceptions:

12.21531 The role of the hearing adjudicator(s) is to review the investigations and the appropriateness of the sanction for significant procedural errors or omissions; and

12.21532 Complainant shall receive notice of the hearing and has a right to be present. Complainant shall neither be compelled to attend any hearing, nor be questioned by the Respondent.

12.216 In any situation where the responsible administrator has a conflict, the employee next in line in authority will impose sanctions.

### **13. Appeal of Finding or Sanctions**

13.1 Right to Appeal. If either Complainant or the Respondent is dissatisfied with the Title IX Coordinator's Finding, sanction, and/or determination of a due process hearing, either party may appeal to the appropriate Component Appellate Authority as indicated below. References to "parties" in this section and in the *System Rules and*

*Regulations* refer to the Respondent, Component Representative (Title IX Coordinator or designee), Component Administrator who imposed sanctions, and Complainant.

13.2 Grounds for Appeal. The grounds for any appeal are limited to the following:

13.21 previously unavailable relevant evidence;

13.22 substantive procedural error in the investigation or hearing; or

13.23 sanction is substantially disproportionate to the Finding;

13.24 the finding was not supported by the evidence.

13.3 Procedure for Appeal.

13.31 An administrator receiving notice of appeal will provide a copy of the notice to the parties concurrently with receipt.

13.32 Students. Any appeal of the finding, sanction or determination of a due process hearing will be governed by the procedures outlined in the *System Rules and Regulations, Chapter VI, § 5.(10)* and the Component's Student Code of Conduct. However, the appeal officer (Component Appellate Authority) may only approve, reject, or modify the decision and the appeal officer's decision is final.

13.33 Staff Employees. Any appeal of the Finding or sanction against a staff employee will be governed by the procedures outlined in the *System Rules and Regulations, Chapter V, § 2.15* and the Component's Staff/Employee Grievance Procedures or its equivalent.

13.34 Non-Tenured Faculty. Appeal of the Finding or sanction against a non-tenured faculty member will be governed by the procedures outlined in the *System Rules and Regulations, Chapter V, § 2.15* and the Component's Staff/Employee Grievance Procedures or its equivalent. If the sanction

includes non-reappointment or termination at the conclusion of a stated contract period, the procedure for appeal will be governed by the *System Rules and Regulations, Chapter V, § 4.4*.

13.35 Tenured Faculty and Non-Tenured Faculty Terminated During Annual Contract Period. Any appeal of the Finding or sanction against a tenured faculty member or a non-tenured faculty member during the term of his or her annual contract of employment will be governed by the procedures outlined in the *System Rules and Regulations, Chapter V, § 2.15* and the Component's Staff/Employee Grievance Procedures or its equivalent. Any appeal of a determination of a faculty due process hearing, or a sanction impacting the faculty member's continued employment, full-time salary (not including possible summer teaching) or demotion in rank, is governed by the *System Rules and Regulations, Chapter V, § 4.5*.

13.4 Sanctions Pending Appeal. All sanctions imposed will remain in place while any appeal is pending, unless, in the discretion of the Component Administrator imposing the sanction, good cause exists to stay the sanction until completion of the appeal.

#### **14. Final Decision**

14.1 No Appeal. Decisions and sanctions imposed under this Policy are final when the period for appeal under the rules and policies referenced in paragraph 13 above have expired without initiation of an appeal by either party.

14.2 Conclusion of Appeal. An appealed decision is final as outlined in the rules and polices referenced in section 13 above.

14.3. Notification of Outcomes.

14.31 The Title IX Coordinator will simultaneously notify the Complainant and the Respondent in writing of the outcome of the following stages of the process:

14.311 the Finding;

14.312 the sanction;

14.313 the outcome of a due process hearing, if any; and

14.314 the outcome of due process appeal, if any.

14.32 Any notice of outcome must include:

14.321 whether the alleged conduct occurred;

14.322 any sanctions imposed on the respondent that directly relate to the complainant,

14.323 and other steps the school has taken to eliminate the hostile environment, if the school finds one to exist, and prevent recurrence.

14.324 the Respondent should not be notified of the individual remedies offered or provided to the complainant.

PARAGRAPHS 2.15 and 4.4 OF CHAPTER V  
ON PAGES V-4 and V-15

CHAPTER V. COMPONENT PERSONNEL

2. GENERAL.

\* \* \*

2.15 Grievances. Every employee of each Component, individually or through a representative that does not claim the right to strike, shall be entitled to present grievances to a hearing officer designated by the president concerning such individual's employee's wages, hours of work, or conditions of work individually or through a representative that does not claim the right to strike. Such grievances shall not involve formal hearings.

4. FACULTY.

\* \* \*

4.4 Faculty Grievances of Non-renewal or Termination of Employment.

\* \* \*

4.441 No later than ~~ten (10)~~ thirty (30) business days after the grievant learns (or in the exercise of reasonable care should have learned) of the action or condition giving rise to the grievance, he or she shall file the grievance on a form prescribed by the Component, providing supporting documentation, if any.

Explanation

These revisions are a follow-up to the May 2014 changes made by this Board to provide a consistent system-wide policy for handling faculty grievances by eliminating formal, contested, evidentiary proceedings not required by law. The Texas State Faculty Senate recommended, and the Provost proposed, a reconsideration of the 10-day deadline for filing of a grievance for non-renewal or termination of employment. This will provide a fairer and more reasonable deadline to gather supporting documentation and complete the grievance form.

The change to section 2.15 clarifies that all Component employees, including faculty, have the same rights to grieve the terms and conditions of their employment to a hearing officer and that such grievances are not formal hearings.

**Texas State University System  
Academic Affairs**

*Jaime Garza, Chair  
Rossanna Salazar  
Vernon Reaser*

**Action Items**

1. LU: Name of Department Change – From Department of Civil Engineering to Department of Civil and Environmental Engineering
2. LU: New Master’s Degree – Teaching Spanish as a Foreign Language
3. SHSU: Reorganization of Academic Colleges
4. SHSU: COED Department Split—Educational Leadership and Counseling
5. SHSU: Distance Learning—Master of Arts in Kinesiology (Sports and Human Performance), MA
6. SHSU: Distance Learning—Nursing, B.S.
7. TXST: Add Preliminary Authority for an Online Doctor of Nursing Practice (updated per committee meeting)
8. LSCO: Degree Programs
9. LSCO: Program Closure
10. LSCO: Quality Enhancement Plan

**Informational Item**

11. TSUS: Fourth Class Day Reports

**Consent Items**

12. TSUS: CONSENT: Out of Country Study Programs
13. TSUS: CONSENT: Curriculum Changes

**LU: Name of Department Change – From Department of Civil Engineering to Department of Civil and Environmental Engineering**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The Department of Civil Engineering in the College of Engineering be authorized to change its name to the Department of Civil and Environmental Engineering. This will be effective Spring 2015, following notification to the Texas Higher Education Coordinating Board.

**Explanation**

The faculty of the Department of Civil Engineering in the College of Engineering at Lamar University proposes changing the name of the department to the Department of Civil and Environmental Engineering. This academic unit is the administrative department for the degree programs of Bachelor of Science in Civil Engineering (BSCE), Master of Science in Environmental Engineering (MSEV), Master of Science in Environmental Studies (MSVS), Master of Engineering Science in Civil Engineering (MSCV), Master of Engineering in Civil Engineering (MECE), and Doctor of Engineering in Civil Engineering (DECV). The BSCE is an ABET accredited program that prepares undergraduates who wish to pursue careers in civil and environmental engineering professions. In addition to the graduate programs in civil engineering, the MSEV program prepares the graduate with a B.S. degree in engineering to pursue advanced study and analysis in environmental engineering. The MSVS program prepares the graduate with a B.S. degree in the sciences to pursue advanced study and analysis in environmental sciences. The proposed department title of Civil and Environmental Engineering clearly reflects better the purposes of the degree plans and the programs offered. Moreover, the title of Civil Engineering at times confuses those students who wish to pursue the environmental degrees offered by the academic unit, and depresses the number of applications to the BSCE/MSEV/MSVS programs by students who have interests in environmental engineering. Changing the department name as requested will assist students to identify their programs of choice and faculty who can assist them.

## **LU: New Master's Degree – Teaching Spanish as a Foreign Language**

Upon motion of Regent \_\_\_\_\_, and seconded by Regent \_\_\_\_\_, it was ordered that:

Lamar University be authorized to implement a new Master of Arts Degree (M.A.) in Teaching Spanish as a Foreign Language upon notification of the Texas Higher Education Coordinating Board, effective Spring 2015.

### **Explanation**

In 1993 the Texas Education Agency, the State Board for Educator Certification, and the Ministry of Education of Spain encouraged independent school districts throughout Texas to design educational programs to improve and to expand the teaching of the Spanish language and culture within the state. Lamar's contribution to this collaborative effort has been most impactful through its undergraduate teacher certification program in Spanish, an important component of which includes faculty-led summer abroad programs that emphasize the university's commitment to global education and diversity in ideas, people, and service.

Since 2008 more than one hundred and sixty Lamar undergraduates have participated in language and cultural immersion courses offered by Lamar faculty at the University of Salamanca in Spain. Because of this interaction and in recognition of the quality of Lamar's students and faculty, the University of Salamanca has invited Lamar to join a select group of other U.S. universities that comprise the Hispano-North American Inter-University Master's Degree consortium. Other U.S. consortium members presently include: Central Connecticut State University, Indiana University-Purdue University Indianapolis, Northern Colorado University, the University of Maryland, and the University of Minnesota. Thus, as an invited member to the group, Lamar proposes to offer a new Hispano North American Inter-University Master's Degree in Teaching Spanish as a Foreign Language (MDTSFL).

Lamar's MDTSFL program equips teachers with in-depth knowledge of all facets of the Spanish-speaking world, as well as with the latest methodologies and pedagogical best practices for teaching Spanish. Although the program is targeted primarily toward certified K-12 Spanish teachers, its wider appeal includes: (1) individuals who have completed an undergraduate degree in Spanish and are seeking to obtain a master's in the discipline for either personal or professional purposes; (2) students planning to complete a Ph.D. in Spanish who desire graduate courses that emphasize pedagogical practice; (3) current and future community college and adjunct university Spanish faculty seeking either to maintain or to advance their employment opportunities; and (4) students who have completed a master's degree through the University of Salamanca and who desire an additional degree from a U.S. institution of higher learning, a degree that is more commonly recognized by U.S. Education Agencies.

### **Demand**

Lamar's interest in offering this program is grounded on a firm evidentiary basis. This basis includes current student requests, recent survey results, research on market need, and the growing desire among students at the University of Salamanca to earn a master's level teaching degree. Having graduated 1,287 students within the past five years, the University of Salamanca (USAL) strongly supports this partnership and has committed to provide financial support not only to promote but also actively to recruit its students for the program.

Soon after Lamar's Graduate Council approved of the MDTSFL program proposal, the Spanish faculty invited its undergraduate majors and area high school Spanish teachers to an informational Open House on April 11, 2014. In a follow-up survey about the event, fifty-seven of the participants responded that they were "very likely" to enroll in the program in 2015, and an additional seventeen respondents were interested in joining the program in 2016. More widely, the questionnaire was then posted through Survey Monkey under the title of M.A. in Teaching Spanish as a Foreign Language—Online and Abroad. During a brief two-week period, the survey drew 121 responses, the majority of which were quite positive; whereas sixty-seven of the respondents indicated they were either "very likely" or "likely" to enroll in the program in 2015, another nineteen respondents indicated they were likely to enroll in 2016. In total, eighty-four of the 121 respondents provided their complete contact information and requested to receive further information and updates about the program. Although a majority of these online responses originated from the greater Houston area, the survey also drew responses from Amarillo, McAllen, and Texarkana. Not to be overlooked, employers in the private and public sectors are seeking qualified applicants who are fluent in Spanish and have acquired the knowledge and skills for training other staff and employees in second-language acquisition. They are most sought after in the expanding healthcare industry and in various agencies connected to government service providers.

As is true for any new graduate program, the challenge resides in transforming general interest into a sustainable academic venture, evidence of which is supported by other inter-university consortium partners. For instance, Northern Colorado University launched its "Master of Arts in Foreign Languages: Spanish Teaching Emphasis" program in 1999, and for the fall 2009 term, the university reported: "Our records show that forty-eight graduate students are currently on the class rolls." Lamar conservatively projects that a minimum of fifteen graduate students will enroll in its program for 2015 and that graduate enrollment will climb to a minimum of seventy participants by 2019. To achieve this goal, Lamar faculty have developed a convenient, well designed sequence of courses for its target audience of teachers and other professionals who struggle to pursue a traditional on-campus master's degree program during the academic year.

### Curriculum

The MDTSFL program is comprised of thirty semester credit hours and includes both a thesis and non-thesis option. Whereas twenty-one semester credit hours will be completed through online course delivery during the spring and fall semesters, the other nine semester credit hours will be scheduled during the long summer session that begins in the first week of June and concludes in the first week of August of every academic year. Unique to the program, the courses scheduled for this summer session will *embed* a five-week study abroad segment wherein supplemental graduate instruction will take place at the University of Salamanca. Lamar faculty will travel to Spain in order to oversee this segment of the program, and the University of Salamanca will assign only doctoral prepared faculty to partner with Lamar instructors for course delivery. Students may enter the program at the beginning of any spring, summer, or fall term, and the course rotation ensures that they can complete the degree within twenty-four months.

Beginning with SPAN-5300 Critical Approaches to Literature and Culture for Teachers and concluding with SPAN-5390 Practicum in Teaching Spanish, the curriculum consists of four interrelated modules of study. As the culmination of their learning, students are expected to provide evidence of their mastery of these four content areas either by way of a traditional research oriented thesis or by way of developing a research intensive teaching portfolio, including lesson plans, and demonstrating their effectiveness as teachers in a classroom

setting.

### Program and Student Learning Outcomes

The four program specific educational objectives include Teaching Methodology, Acquisition and Learning of Second Languages, Social Aspects of Language, and Spanish Grammar and Linguistics.

Outcome 1: Teaching Methodology—this outcome involves researching, analyzing, and applying a wide spectrum of teaching methods and learning strategies for second-language acquisition. Topics will range from grammar and input to spoken and written language, which form the core principles and parameters that guide classroom instruction. Since the measures for this outcome are aligned with the National Standards for Foreign Language Learning (American Council on the Teaching of Foreign Languages), students are expected to demonstrate: (a) a clear understanding of the multiple theories and teaching methodologies in second language acquisition; (b) a deeper knowledge of how teaching methodologies have evolved over time, including an added awareness of the research findings that have these changes in methodologies; (c) an ability to assume an academic position in regard to the primary and secondary research material and thereby actively and independently participate in seminar discussions. Over the course of the program, student learning outcomes in relation to Teaching Methodology will be measured through the completion of SPAN-5350 Teaching of Foreign Language and SPAN-5390 Practicum in the Teaching of Spanish.

Outcome 2: Acquisition and Learning: Acquisition of Second-Languages, Individual Factors in Learning and Learning Strategies—this outcome involves first exploring and then later synthesizing what has been learned about second-language (Spanish) grammars, language production and comprehension, input processing, and pragmatic and sociolinguistic competency to enhance one's teaching. Similar to Outcome 1, students will be expected to demonstrate: (a) a clear understanding of the multiple theories and teaching methodologies in second language acquisition; (b) a deeper knowledge of how teaching methodologies have evolved over time, including an added awareness of the research findings that have these changes in methodologies; (c) an ability to assume an academic position in regard to the primary and secondary research material and thereby actively and independently participate in seminar discussions. Over the course of the program, student learning outcomes in relation to Acquisition and Learning will be measured through the completion of SPAN-5310 Acquisition of Spanish as a Second Language and Methods of Teaching.

Outcome 3: Social Aspects of Language: Communication, Literature, and Culture—this outcome relates to understanding and applying the practical and theoretical issues involved in teaching literature, including how to establish teaching objectives, organize a course, and construct lesson plans. Further, emphasis is placed on the varying aspects of the target language as a means for appreciating the richness of ethnic diversity. Student will: (a) provide and obtain information, express feelings and emotions, and exchange opinions; (b) understand and interpret written and spoken language on a variety of topics; (c) demonstrate an understanding of the relationship between the practices and perspectives of the culture studied; (d) acquire and recognize the distinctive viewpoints that are available only through the study of foreign languages and cultures; (e) engage in critical thinking and critical writing in response to understanding both the theory and the practice of teaching literature in a classroom setting. Over the course of the program, student learning outcomes will be measured through the completion of SPAN-5330 Literatura Española (Spanish Literature), SPAN-5340 Cultura

Española (Studies in Spanish Peninsular Culture), SPAN-5360 Studies in Latin American Culture, and SPAN-5380 Studies in Hispanic Literatures in the United States.

Outcome 4: Spanish Grammar and Linguistics—this outcome involves four essential areas of communicative competency, namely *linguistic* competency, *sociolinguistic* competency, *discourse* competency, and *strategic* competency. Students will be challenged to: (a) develop ideas and express them clearly, considering the effect of the message while also fostering understanding; (b) differentiate between and subsequently examine various aspects of Spanish syntax; (c) analyze the use of language within different linguistic components; (d) think critically and communicate effectively; (e) demonstrate social responsibility, personal responsibility, and teamwork. Over the course of the program, student learning outcomes will be measured through the completion of SPAN-5320 Spanish Syntax.

Program and student learning outcomes, measures, action plans, and reports will be submitted annually to ensure ongoing program improvement review. Lamar presently uses *WEAVEonline* as the institution-wide guide for aligning multiple processes like assessment, planning, accreditation, and budgeting within the context of the university's priorities.

### Conclusion

This unique new program provides current and future Spanish teachers and industry professionals with a contemporary, international course of study that integrates cultural awareness with language proficiency. In accordance with the university's Uniform Recruitment and Retention Strategy, the modern languages faculty members are also developing a plan to recruit and retain potential graduate students from the state's ever growing Hispanic community, which remains significantly underrepresented in higher education.

Consistent with the broadly recognized goals of a successful advanced degree program, the Master's Degree in Teaching Spanish as a Foreign Language aims to instill in its graduates the intellectual and ethical foundations of advanced research, the capacity for independent thinking, and the use of their acquired knowledge and skills for the benefit of society.

## **SHSU: Reorganization of Academic Colleges**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Sam Houston University be authorized to implement the following change in the organization structure of its academic colleges to be implemented Fall 2014:

- 1) To move the Department of Family and Consumer Sciences (1097) and all of the applicable degree programs (as outlined below) from the College of Humanities and Social Sciences (06 1581) to the College of Health Sciences (10 1387) with the understanding that the long term future of programs in Interior Design, Fashion Merchandising and Food Service Management may reside in colleges outside the College of Health Sciences.

### **Explanation**

The purpose of establishing a College of Health Sciences in September 2013 was to consolidate existing health sciences degree programs and departments previously located in two different colleges into a single administrative unit and to develop new health science degree programs. Moving the Department of Family and Consumer Sciences from the College of Humanities and Social Sciences would continue this process and further consolidate existing health sciences related degree programs. Specific degree programs in the Department of Family and Consumer Sciences include nutrition and food science (undergraduate) and dietetics (graduate) as well as interior design, food service management, fashion merchandising, and general family and consumer sciences (both undergraduate and graduate levels). Academic programs in nutrition, food science, and dietetics are already commonly found within colleges of health sciences across the nation. Given the impact of the environment on health and well-being as well as the adoption of a holistic approach to wellness and preventative health, there is a growing number of departments of Family and Consumer Sciences affiliating with colleges of Health Sciences (e.g., the recently announced College of Health and Human Sciences at Baylor University). The College of Health Sciences will expand and advance curricula that promote an interprofessional team-based approach to preventative health and patient care, establish interdisciplinary research collaborations, and establish the infrastructure for future health and wellness-related graduate programs.

College of Humanities and Social Sciences (06 1518)

Department of Family and Consumer Sciences (1097)

B.A. in Interior Design (04.0501.00)

B.S. in Interior Design (04.0501.00)

B.A. Family and Consumer Sciences (19.0101.00)

B.S. in Family and Consumer Sciences (19.0101.00)

B.S. in Food Science and Nutrition (19.0501.00)

B.A. in Food Service Management (19.505.00)

B.S. in Food Service Management (19.505.00)

B.A. in Fashion Merchandising (52.1902.00)

B.S. in Fashion Merchandising (52.1902.00)  
M.S. Family and Consumer Sciences (19.0101.00)  
M.S. Dietetics (51.3101.00)

College of Health Sciences (10.1387)

Department of Family and Consumer Sciences (1097)

B.A. in Interior Design (04.0501.00)  
B.S. in Interior Design (04.0501.00)  
B.A. Family and Consumer Sciences (19.0101.00)  
B.S. in Family and Consumer Sciences (19.0101.00)  
B.S. in Food Science and Nutrition (19.0501.00)  
B.A. in Food Service Management (19.505.00)  
B.S. in Food Service Management (19.505.00)  
B.A. in Fashion Merchandising (52.1902.00)  
B.S. in Fashion Merchandising (52.1902.00)  
M.S. Family and Consumer Sciences (19.0101.00)  
M.S. Dietetics (51.3101.00)

## **SHSU: COED Department Split—Educational Leadership and Counseling**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Sam Houston State University be authorized to split the existing Department of Educational Leadership and Counseling (0903) into the following two departments within the College of Education (05 0850) effective Fall 2014: the Department of Educational Leadership and the Department of Counseling

### **Explanation**

Sam Houston State University requests that the Department of Educational Leadership and Counseling be split into two separate departments: The Department of Educational Leadership and The Department of Counseling. The two separate departments represent two rather different disciplines. Educational Leadership is focused on the development of administrative positions within the schools from kindergarten through high school with programs designed for administrative positions at the college level as well. The programs in Education Leadership are all graduate programs.

Counseling is a discipline which focuses on the development of skills to assist persons in making appropriate life decisions; this can occur in the schools or outside of the schools. Individuals in this discipline are being trained as school counselors, clinical mental health counselors, licensed professional counselors, etc. Most of the degrees in Counseling are also graduate, although an important undergraduate minor also exists.

Perhaps, the primary motivation for this change in structure is the recent accreditation visit by the Council for Accreditation of Counseling and Related Educational Programs (CACREP). One of their chief suggestions was that the Counseling Program become a separate department. Accreditation of programs such as this one, of course, are essential for academic programs to maintain their credibility within the community of universities.

The division will result in two rather sizable departments. Detailed below are the proposed departmental reorganizational structures and their corresponding degree programs. Management of the two separate entries will improve the functioning of the College of Education.

#### **Department of Educational Leadership**

M.A. Administration (13.0401.00)  
M.Ed. Administration (13.0401.00)  
Ed. D. Educational Leadership (13.0401.00)  
M.A. Instructional Leadership (13.0404.00)  
M.Ed. Instructional Leadership (13.0404.00)  
M.A. Higher Education Administration (13.0406.00)  
Ed. D. Developmental Education Administration (13.9999.02)

#### **Department of Counseling**

Ph. D. Counselor Education (13.1101.00)  
M.Ed. Counseling (13.1101.00)  
M.A. Clinical Mental Health Counseling (42.2803.00)

**SHSU: Distance Learning—Master of Arts in Kinesiology (Sports and Human Performance), MA**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The College of Health Sciences at Sam Houston State University is authorized to offer the Master of Arts in Kinesiology (Sport and Human Performance) program via distance learning with an purposed implementation date of spring 2015.

**Explanation**

The Master of Arts in Kinesiology with an emphasis in Sport and Human Performance (currently offered in traditional face-to-face format) is designed to advance students' understanding of relationships among movement, exercise and skills that occur in the contexts of development, learning, rehabilitation, and training.

This program seeks to prepare future professionals for movement-related careers such as personal training, performance training, college coaching, corporate wellness, and commercial fitness.

Learning occurs through the study of movement and exercise processes within a framework that emphasizes the clinical and practical implications of theory and research.

The online program will accommodate the educational needs of working professionals in this field. The online format will provide working professionals and others who are unable to pursue on-campus coursework due to job obligations and geographic location access to graduate an education.

The Master of Arts in Kinesiology (Sport and Human Performance) program is housed in the Department of Kinesiology within the College of Health Sciences, which has had excellent success with other online programs.

**SHSU: Distance Learning—Nursing, B.S.**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Sam Houston State University be authorized to offer the Bachelor of Science in Nursing in the School of Nursing within the College of Health Sciences via distance learning as of spring 2015.

**Explanation**

As of fall 2014, Sam Houston State University (SHSU) School of Nursing (SON) will begin offering the Bachelor of Science degree in Nursing (BSN) using two distinct curriculum tracks. Track one is the traditional generic program designed for full-time residential pre-licensure students. Track two is designed for students who have already completed an associate's degree in nursing (ADN or AAS) and are licensed nurses (RN). This program is referred to as the "RN to BSN" or "ADN to BSN" track. The RN to BSN track is typically offered by universities via distance learning delivery mode because students are usually fully employed as nurses and require the flexibility of an asynchronous online program to complete their studies. The nursing courses in the Track one program at SHSU, however, are all delivered face-to-face, although it is possible that some students could complete up to 50% of their total BSN course requirements via distance learning if they enroll in online sections of Texas core and lower division pre-requisite courses.

Although this request is to offer the BSN via distance learning, nursing courses in the generic pre-licensure track will only be offered using a face-to face delivery, while nursing courses in the RN to BSN track will all be offered via distance learning.

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## **TxSt: Add Preliminary Authority for a Doctor of Nursing Practice**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Texas State University be authorized to notify the Texas Higher Education Coordinating Board of preliminary authority granted by the Board of Regents for a post-master's Doctor of Nursing Practice degree program for a projected start-up date of fall 2016. Students in the program must have earned a master's degree in nursing. Students will be required to complete at least 1,000 clinical hours post-baccalaureate (including a minimum of 540 hours during the doctoral program) in advanced practice, in addition to 33 credit hours of non-clinical academic coursework at the doctoral level.

### **Explanation**

The Coordinating Board maintains records of the Mission Statements and Tables of Programs of public institutions of higher education across the state and posts them on its public website. As a result of changes to the statute passed by the 83<sup>rd</sup> Legislature, Regular Session, the Coordinating Board is no longer charged with reviewing and approving Mission Statements and Tables of Programs every four years. If changes are needed to either the Table of Programs or Mission Statement, the institution must gain approval from its governing board before sending them to the Coordinating Board for recording and posting.

The Table of Programs reflects authority at the baccalaureate and master's levels for engineering programs and at the doctoral and special professional levels for all disciplines. Updating the Table of Programs and providing notification to the Coordinating Board is the first of a two-step process in which the Coordinating Board will consider proposals for new academic programs. The second step is review of the program proposal.

Texas State University is currently seeking preliminary authority for a Doctor of Nursing Practice (DNP) with a CIP code of 51.3818.00 to begin fall 2016. The DNP is designed for mature clinicians who have earned a master's degree and want to continue to expand their career opportunities and professional contributions. The proposed DNP curriculum will meet or exceed all standards set forth in *The Essentials of Doctoral Education for Advanced Nursing Practice*, which was developed by the American Association of Colleges of Nursing and is the basis on which the DNP program will be assessed for accreditation purposes. Graduates of the DNP program will be prepared to practice at the highest levels across the health care spectrum. Key characteristics of the program will include:

- Designed to build on previous graduate-level academic preparation and significant professional work experience in health care,
- Prepares nursing leaders for pressing health care needs, including those articulated by the Institute of Medicine, National Governors Association, and other national sources, and
- Fulfills needs related to shortages of nursing faculty.

Over the last decade, education and health care organizations have recommended higher levels of education for nurses, specifically a practice doctorate degree preparing nurses for the highest levels of practice. The complexity of patient care is rapidly increasing and new health care models require nurses to take a leading role in designing, implementing, and assessing care. According to the Institute of Medicine, doctorally prepared nurses are educated to "translate research, shape systems of care, potentiate individual care into care needed to serve populations, and ask the clinical questions that influence organizational-level research to improve performance using informatics and quality improvement models." Nurses who have advanced their skills and knowledge to this level will

help Texas keep pace with health care demand, despite current shortages of nurses, primary care physicians and health care faculty, population growth, and changes from the Affordable Care Act.

In 2010, the Institute of Medicine and the Robert Wood Johnson Foundation issued an influential joint report on the future of nursing entitled, *The Future of Nursing: Leading Change, Advancing Health*. Among other initiatives, the report recommended doubling the number of nurses with a doctorate by 2020. Progress towards this goal is on pace at the national level. In Texas, however, the number of doctorally prepared nurses is actually decreasing. In November 2013, the U.S. Health Resources and Services Administration released a report on the crisis in managing the most-utilized area of health care, primary care. Continuing shortages of physicians in the U.S., coupled with an aging population and historical deficits in some regions, require investments in education to increase the number of advanced nurse practitioners to fulfill primary care roles. Texas is particularly vulnerable to these realities.

Concurrently, the shortage of doctorally prepared nursing faculty is the worst in the teaching profession. In 2012, there were 1,181 reports of nursing faculty vacancies, or 7.6 percent of all positions. Nearly all of these vacancies require or prefer a candidate with a doctorate in nursing. Compounding the existing shortage, 50 percent of doctorally prepared nursing faculty members plan to retire by 2020. The Texas Center for Nursing Workforce Studies (TCNWS) reports that the proportion of nursing faculty with a doctoral degree who are teaching in advanced practice nursing programs in Texas decreased from 62.3 percent in 2011 to 55.5 percent in 2013 and only 23 percent of nursing instructors teaching in entry level nursing programs (ADN or BSN) have a doctoral degree. In the past, faculty members teaching in nursing schools have been less formally educated than their counterparts in the rest of academia, but recent job postings reflect a shift towards requirement of the doctorate. Further, the TCNWS predicts that the need for nursing faculty will grow by nearly 23 percent through 2020.

In making this request, Texas State University is building on existing nursing programs to create a self-sustaining nursing environment that contributes to evidence-based clinical practice, advanced clinical research, and stronger nursing skills and education in key areas. With the DNP program, Texas State University has the opportunity to impact two of the most significant needs in the field of nursing and health care, including doctorally prepared nurse practitioners and nursing faculty. In tandem with the DNP, Texas State University will offer courses in pedagogy and education to alleviate the nursing faculty shortage. For both the common curriculum and the education courses, the St. David's School of Nursing will partner with other units at Texas State University – the School of Health Administration and the College of Education – to provide students with broad understanding and experience in inter-professional environments. Our goal is to educate nurses who will translate research into practice, lead the redesign of the health care delivery system, and, as skilled pedagogues, teach future generations of nurses.

Texas State University has already made substantial investments in facilities, faculty, staff, and other infrastructure to support this program and is committed to its sustainability. To date, the university and the federal government have expended millions of dollars in initial support of all nursing programs and funds are being budgeted for future faculty, start-up research funds, and operational expenses during the first five years of the approved program. Moreover, the DNP program is a natural fit in the Nursing Building, which was built with this program in mind. The 77,740 square foot building includes various clinical simulation environments, a research facility, and offices for faculty expansion.

The Table of Programs on the following page indicates the currently approved programs and highlights the requested change for the DNP program.

Table of Programs  
Texas State University

CIP Code Name	CIP Code	Bacc	Mast	Doct	Prof
Natural Resources/Conservation, General	03.0101.00			X	
Computer Science	11.0701.00			P	
Educational Leadership and Administration, General	13.0401.00			X	
Adult and Continuing Education Administration	13.0403.00			X	
Adult and Continuing Education and Teaching	13.1201.00			P	
Mathematics Teacher Education	13.1311.00			X	
Developmental Education Administration and Research	13.9999.02			X	
Engineering, General	14.0101.00		P		
Computer Software Engineering	14.0903.00		X		
Electrical and Electronics Engineering	14.1001.00	X			
Materials Engineering	14.1801.00	P	P	X	
Industrial Engineering	14.3501.00	X			
Manufacturing Engineering	14.3601.00	X			
Mathematics, General	27.0101.00			P	
Criminal Justice/Law Enforcement Administration	43.0103.00			X	
Geography	45.0701.00			X	
Geographic Information Science and Cartography	45.0702.00			X	
HEALTH AND MEDICAL ADMINISTRATIVE SERVICES	51.07			P	
Physical Therapy/Therapist	51.2308.00				X
<b>Nursing Practice</b>	<b>51.3818.00</b>			<b>P</b>	

Last approved by the Coordinating Board: January 24, 2013.

X - Degree programs offered. P - Preliminary authority only. No degree programs offered.

Note: Two and four digit CIP Codes in ALL CAPS indicates broad authority. All others are limited.

## LSC-O: Degree Programs

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Lamar State College-Orange be permitted to change the following degree programs:

1. Reduce the Associate of Arts in Teaching 1 (AAT1) degree from 63 semester credit hours to 60 semester credit hours, effective Fall 2014;
2. Reduce the Associate of Arts in Teaching 2 (AAT2) degree from 62 semester credit hours to 60 semester credit hours, effective Fall 2014;
3. Reduce the Associate of Science in Business (ASBU) degree from 62 semester credit hours to 60 semester credit hours, effective Fall 2014;
4. Reduce the Associate of Science in Computer Science (ASCS) degree from 62 semester credit hours to 60 semester credit hours, effective Fall 2014;
5. Reduce the Associate of Science in Natural Science (ASNS) degree from 64 semester credit hours to 60 semester credit hours, effective Fall 2014;
6. Reduce the Associate of Science in Communications (ASCM) degree from 62 semester credit hours to 60 semester credit hours, effective Fall 2014;
7. Reduce the Associate of Science in Liberal Arts (ASLA) degree from 62 semester credit hours to 60 semester credit hours, effective Fall 2014;
8. Reduce the Associate of Science in Criminal Justice (ASCJ) degree from 63 semester credit hours to 60 semester credit hours, effective Fall 2014;
9. Reduce the Associate of Science in General Studies (GENS) degree from 44 semester credit hours to 42 semester credit hours, effective Fall 2014;

### Explanation

The changes to the length of the degree programs are submitted to conform to the SB497 requirement limiting the length of associate degrees to 60 semester credit hours unless the institution determines that a compelling academic reason exists for requiring additional semester credit hours. All associate degree programs must be reduced to 60 semester credit hours or receive formal approval from the Texas Higher Education Coordinating Board for additional semester hours prior to the Fall 2015 semester.

The remainder of the programs will be submitted at a subsequent Board of Regent Meeting.

## LSC-O: Program Closure

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_,  
it was ordered that:

Lamar State College-Orange be permitted to close the Associate of Science in Horticulture—26.0301 (09/01/2010) and Associate of Science in Theater—50.0501 (09/01/2010)..

### Explanation

Lamar State College-Orange's proposed closure of the Associate of Science in Horticulture and Associate of Science in Theater are being made because of low enrollment. There will be no impact on faculty who also teach biology and speech.

\*TSUS *Rules and Regulations* permits the closing of an academic program under certain special and extreme circumstances, including significant loss of enrollment, even if it involves termination of employment of tenured faculty members. The administration seeking to close the program must demonstrate to the Board that: 1. The decision rests upon sound academic and financial grounds; 2. The reduction in faculty could not be accomplished through attrition; 3. The reduction would not eliminate an essential program or render a program dysfunctional; 4. The institution's diversity program would not be jeopardized; and, 5. Impacted faculty members have been provided detailed information and documents on the decision-making process and afforded an opportunity to respond to the proposed recommendation on their tenured employment.

## LSC-O: Quality Enhancement Plan

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Lamar State College - Orange is authorized to implement a Quality Enhancement Plan that seeks to enhance student learning by improving reading and reading comprehension.

### Explanation

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) require educational institutions to develop a Quality Enhancement Plan (QEP). The Quality Enhancement Plan (QEP) is a document developed by the institution that (1) includes a process identifying key issues emerging from institutional assessment, (2) focuses on learning outcomes and/or the environment supporting student learning and accomplishing the mission of the institution, (3) demonstrates institutional capability for the initiation, implementation, and completion of the QEP, (4) includes broad-based involvement of institutional constituencies in the development and proposed implementation of the QEP, and (5) identifies goals and a plan to assess their achievement.

***RISE: Reading is Simply Everything*** is Lamar State College - Orange's Quality Enhancement Plan (QEP). This QEP seeks to enhance student learning by improving reading and reading comprehension. The plan is designed to teach interdisciplinary reading strategies to improve comprehension of college-level texts. The focus of the QEP was developed through a process that involved participation from faculty, staff, administrators, and students, and was developed to be consistent with Lamar State College - Orange's Vision, Mission, and Core Values.

## TSUS: Fourth Class Day Reports

The Fourth Class Day Reports for Summer Semester, 2014 for the Texas State University System components are in preliminary reporting form and will be presented at the November 2014 meeting for approval in final form. *This is an informational item only.*

	Summer	
	2013	2014
Lamar University	7418	7890
Sam Houston State University	7691	7734
Sul Ross State University	888	828
Sul Ross State University RGC	579	614
Texas State University	12,058	12,716
Lamar Institute of Technology	1780	1931
Lamar State College-Orange	990	865
Lamar State College-Port Arthur	968	984
<b>Totals</b>	<b>32,372</b>	<b>33,562</b>

	Summer SCH	
	2013	2014
Lamar University	61,761	66,518
Sam Houston State University	50,070	50,403
Sul Ross State University	5939	5754
Sul Ross State University RGC	3797	4230
Texas State University	75,458	79,131
Lamar Institute of Technology	4481	3911
Lamar State College-Orange	6311	5828
Lamar State College-Port Arthur	16,021	8162
<b>Totals</b>	<b>223,838</b>	<b>223,937</b>

### BACKGROUND

In accordance with the Texas *Education Code, Sections 51.403(b) and 51.404* and the System *Rules and Regulations, Chapter III, Section 1.(10) Curriculum Matters, Subsection 1.(10)1 Twelfth and fourth class day reports* shall be submitted to the Board of Regents for approval.

**Texas State University System  
Preliminary Census Day Report  
Summer 2014 vs. Summer 2013**

Table 1  
Unduplicated Headcount

Institution	Summer 2014	Summer 2013	% Change
Lamar	7,890	7,418	6.4%
Sam Houston	7,734	7,691	0.6%
Sul Ross-Total	1,442	1,467	-1.7%
Sul Ross-Rio Grande	614	579	6.0%
Sul Ross Univ.	828	888	-6.8%
Texas State	12,716	12,058	5.5%
Lamar-IT	1,931	1,780	8.5%
Lamar-PA	984	968	1.7%
Lamar-O	865	990	-12.6%
Total	33,562	32,372	3.7%

Table 2  
SCH and Full-Time Student Equivalents

Institution		Summer 2014	Summer 2013	% Change
Lamar	SCH	66,518	61,761	7.7%
	FTSE	6,714	6,221	7.9%
Sam Houston	SCH	50,403	50,070	0.7%
	FTSE	4,565	4,612	-1.0%
Sul Ross-Total	SCH	9,984	9,736	2.5%
	FTSE	935	922	1.4%
Sul Ross-Rio Grande	SCH	4,230	3,797	11.4%
	FTSE	374	346	8.1%
Sul Ross Univ.	SCH	5,754	5,939	-3.1%
	FTSE	561	576	-2.6%
Texas State	SCH	79,131	75,458	4.9%
	FTSE	6,992	6,719	4.1%
Lamar-IT	SCH	3,911	4,481	-12.7%
	FTSE	571	464	23.1%
	Contact Hours	136,709	137,037	-0.2%
Lamar-PA	SCH	8,162	16,021	-49.1%
	FTSE	1,186	1,588	-25.3%
	Contact Hours	299,520	513,220	-41.6%
Lamar-O	SCH	5,828	6,311	-7.7%
	FTSE	495	530	-6.6%
	Contact Hours	166,980	188,388	-11.4%
Total	SCH	223,937	223,838	0.0%
	FTSE	21,458	21,056	1.9%
	Contact Hours	603,209	838,645	-28.1%

**Texas State University System  
Preliminary Census Day Report  
Summer 2014**

Table 1. Unduplicated Headcount

Institution	Undergrad	Post-Bach	Master's	Doctoral-Research	Doctoral-Professional	Non-Credit Formula Funded	Total
Lamar	3,580	822	3,173	298	17	-	7,890
Sam Houston	5,781	81	1,611	261	-	-	7,734
Sul Ross-Total	467	112	863	-	-	-	1,442
Sul Ross-Rio Grande	95	46	473	-	-	-	614
Sul Ross Univ.	372	66	390	-	-	-	828
Texas State	10,281	278	1,881	160	116	-	12,716
Lamar-IT	724	-	-	-	-	1,207	1,931
Lamar-PA	676	-	-	-	-	308	984
Lamar-O	814	-	-	-	-	51	865
<b>Total</b>	<b>22,323</b>	<b>1,293</b>	<b>7,528</b>	<b>719</b>	<b>133</b>	<b>1,566</b>	<b>33,562</b>

Note: Defined using the same criteria as used for THECB CBM001.

Table 2. SCH, Contact Hours, and Full-Time Student Equivalents

Institution		Undergrad	Master's	Doctoral-Research	Doctoral-Professional	Non-Credit Formula Funded	Total
Lamar	SCH	29,861	33,904	2,753	-	-	66,518
	FTSE	2,488	3,767	459	-	-	6,714
Sam Houston	SCH	39,568	9,694	1,141	-	-	50,403
	FTSE	3,297	1,077	190	-	-	4,565
Sul Ross-Total	SCH	6,281	3,703	-	-	-	9,984
	FTSE	523	411	-	-	-	935
Sul Ross-Rio Grande	SCH	3,450	780	-	-	-	4,230
	FTSE	288	87	-	-	-	374
Sul Ross Univ.	SCH	2,831	2,923	-	-	-	5,754
	FTSE	236	325	-	-	-	561
Texas State	SCH	66,183	11,038	681	1,229	-	79,131
	FTSE	5,515	1,226	114	137	-	6,992
Lamar-IT	SCH	3,911	-	-	-	-	3,911
	FTSE	326	-	-	-	245	571
	Contact	99,952	-	-	-	36,757	136,709
Lamar-PA	SCH	8,162	-	-	-	-	8,162
	FTSE	680	-	-	-	506	1,186
	Contact	223,600	-	-	-	75,920	299,520
Lamar-O	SCH	5,828	-	-	-	-	5,828
	FTSE	486	-	-	-	9	495
	Contact	165,632	-	-	-	1,348	166,980
<b>Total</b>	SCH	159,794	58,339	4,575	1,229	-	223,937
	FTSE*	13,316	6,482	763	137	760	21,458
	Contact	489,184	-	-	-	114,025	603,209

Note: Defined using the same criteria as used for the THECB CBM004/CBM00A.

\* FTSE for combined summer (Undergrad SCH/12)+(Master's SCH/9)+(Doctoral SCH/6)+(Doctoral-Prof SCH/9)+(NCFE Contact HRS/150).

## TSUS Preliminary Census Day Report: Universities

**Institution:** Lamar University  
**Term or Semester:** Summer 2014  
**Submitted by:** Gregory Marsh

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	1,137	1,910	533	3,580
Post-Bach	689	109	24	822
Master's	2,541	558	74	3,173
Doctoral-Research	187	108	3	298
Doctoral-Professional	-	11	6	17
Total	4,554	2,696	640	7,890

Note: Headcount and level should be defined using the same criteria as used for THECB CBM001.

Table 2  
SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	28,301	2,358	29,861	2,488
Master's	33,904	3,767	33,904	3,767
Doctoral-Research	2,753	459	2,753	459
Doctoral-Professional	-	-	-	-
Total	64,958	6,584	66,518	6,714

Note: SCH and level should be defined using the same criteria as used for the THECB CBM004.

## TSUS Preliminary Census Day Report: Universities

**Institution:** Sam Houston State University  
**Term or Semester:** Summer 2014  
**Submitted by:** SHSU Office of Institutional Effectiveness

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	1	5,760	20	5,781
Post-Bach	-	81	-	81
Master's	-	1,611	-	1,611
Doctoral-Research	-	261	-	261
Doctoral-Professional	-	-	-	-
Total	1	7,713	20	7,734

Note: Headcount and level should be defined using the same criteria as used for THECB CBM001.

Table 2  
SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	38,235	3,186	39,568	3,297
Master's	9,694	1,077	9,694	1,077
Doctoral-Research	1,141	190	1,141	190
Doctoral-Professional	-	-	-	-
Total	49,070	4,454	50,403	4,565

Note: SCH and level should be defined using the same criteria as used for the THECB CBM004.

## TSUS Preliminary Census Day Report: Universities

**Institution:** Sul Ross State University - Rio Grande College  
**Term or Semester:** Summer 2014  
**Submitted by:** John D. Jones

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	2	93	-	95
Post-Bach	-	36	10	46
Master's	-	473	-	473
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	2	602	10	614

Note: Headcount and level should be defined using the same criteria as used for THECB CBM001.

Table 2  
SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	3,450	288	3,450	288
Master's	780	87	780	87
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	4,230	374	4,230	374

Note: SCH and level should be defined using the same criteria as used for the THECB CBM004.

## TSUS Preliminary Census Day Report: Universities

**Institution:** Sul Ross State University - Alpine  
**Term or Semester:** Summer 2014  
**Submitted by:** John D. Jones

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	2	370	-	372
Post-Bach	-	36	30	66
Master's	-	390	-	390
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	2	796	30	828

Note: Headcount and level should be defined using the same criteria as used for THECB CBM001.

Table 2  
SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	2,831	236	2,831	236
Master's	2,923	325	2,923	325
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	5,754	561	5,754	561

Note: SCH and level should be defined using the same criteria as used for the THECB CBM004.

## TSUS Preliminary Census Day Report: Universities

**Institution:** Texas State University  
**Term or Semester:** Summer 2014  
**Submitted by:** Tami Rice

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	942	8,314	1,025	10,281
Post-Bach	59	203	16	278
Master's	366	1,200	315	1,881
Doctoral-Research	1	159	-	160
Doctoral-Professional	-	116	-	116
Total	1,368	9,992	1,356	12,716

Note: Headcount and level should be defined using the same criteria as used for THECB CBM001.

Table 2  
SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	62,178	5,182	66,183	5,515
Master's	11,038	1,226	11,038	1,226
Doctoral-Research	681	114	681	114
Doctoral-Professional	1,229	137	1,229	137
Total	75,126	6,658	79,131	6,992

Note: SCH and level should be defined using the same criteria as used for the THECB CBM004.

## TSUS Preliminary Census Day Report: State/Technical Colleges

**Institution:** Lamar State College - Orange  
**Term or Semester:** Summer 2014  
**Submitted by:** Bishar Sethna

Table 1

Unduplicated Headcount, Contact Hours, Full-Time Student Equivalent, and SCH

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	814	164,944	688	165,632	5,784	44	5,828	486

Note: Measures should be defined using the same criteria as used for THECB CBM001/CBM004

Table 2

Non-Credit Formula Funded Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Certified Previous Term	80	2,026	7
Current	51	1,348	9

Note: Measures should be defined using the same criteria as used for the THECB CBM00A.

## TSUS Preliminary Census Day Report: State/Technical Colleges

**Institution:** Lamar State College - Port Arthur  
**Term or Semester:** Summer 2014  
**Submitted by:** Dr. Gary Stretcher, Vice President for Academic Affairs

Table 1

Unduplicated Headcount, Contact Hours, Full-Time Student Equivalent, and SCH

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	676	221,920	1,680	223,600	8,093	69	8,162	680

Note: Measures should be defined using the same criteria as used for THECB CBM001/CBM004

Table 2

Non-Credit Formula Funded Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Certified Previous Term	254	60,032	400
Current	308	75,920	506

Note: Measures should be defined using the same criteria as used for the THECB CBM00A.

## TSUS Preliminary Census Day Report: State/Technical Colleges

**Institution:** Lamar Institute of Technology  
**Term or Semester:** Summer 2014  
**Submitted by:** David Mosley, Coordinator - Institutional Effectiveness & Grants

Table 1

Unduplicated Headcount, Contact Hours, Full-Time Student Equivalent, and SCH

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	724	99,952	-	99,952	3,911	-	3,911	326

Note: Measures should be defined using the same criteria as used for THECB CBM001/CBM004

Table 2

Non-Credit Formula Funded Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Certified Previous Term	1,052	34,349	229
Current	1,207	36,757	245

Note: Measures should be defined using the same criteria as used for the THECB CBM00A.

**Texas State University System  
Academic Affairs**

**CONSENT ITEMS**

12. TSUS: CONSENT: Out of Country Study Programs
13. TSUS: CONSENT: Curriculum Changes

## **TSUS: Out-of-State/Out-of-Country Course Offerings**

### **Recommendation**

The proposed Out-of-State/Out-of-Country Course Offerings for the following Texas State University System components be approved.

### **Background**

In accordance with the *System Rules and Regulations, Chapter III, Section 1.(10) Curriculum Matters, Subsection 1.(10)6 Out-of-state course offerings* shall be submitted to the Board of Regents for approval.

### **Sam Houston State University**

Location: Thailand: Chiang Mai, Khon Kaen, Phayao  
Course Number and Title: NURS 3620: Adult Health I  
Dates of Travel: November 28 – December 22, 2014  
Instructor: Dr. Anne Stiles  
Credit for Course: 6 Semester Credit Hours

Location: Thailand: Chiang Mai, Khon Kaen, Phayao  
Course Number and Title: NURS 4030: Community Nursing  
Dates of Travel: November 28 – December 22, 2014  
Instructor: Dr. Anne Stiles  
Credit for Course: 6 Semester Credit Hours

**Texas State University**  
**Out of Country Study Programs**

**Spring 2015 Study Abroad Program Proposals**

**Approval of new program**

**Instructor:** Elizabeth Biggan  
**Location:** Managua, Nicaragua  
**Course Number and Title:** NURS 4280 Community Health Nursing Practicum  
**Benefits:** Students will learn firsthand what community health nurses face every day. This experience will allow them as professional nurses to provide care to their patients utilizing the resources that are available and still embrace their patient's culture.

**Approval of new program**

**Instructor:** Dr. Thomas Longoria  
**Location:** Alcala, Spain  
**Course Number and Title:** POSI 4379 Independent Study  
POSI 4397 Research in Public Administration  
**Benefits:** This program will help students understand theories and skills that prepare them to become culturally competent public administrators. Cultural competency is the set of knowledge and skills that must be developed in order to be effective with a multi-cultural public.

**Approval of new program**

**Instructor:** Dr. Dianne Rahm  
**Location:** Alcala, Spain  
**Course Number and Title:** POSI 4304 Issues in Law and Public Policy  
POSI 4379 Independent Study  
**Benefits:** This program will help students understand theories and skills that prepare them to become culturally competent public administrators. Cultural competency is the set of knowledge and skills that must be developed in order to be effective with a multi-cultural public.

## TSUS: Course Additions, Deletions and Changes

### Recommendation

The proposed Course Additions, Deletions and Changes for the following Texas State University System components be approved.

<b>COMPONENT</b>	<b>COURSE ADDITIONS</b>	<b>COURSE DELETIONS</b>	<b>COURSE CHANGES</b>
Lamar University	5	8	8
Sul Ross State University-RGC	28	0	1
Lamar Institute of Technology	21	34	0
Lamar State College-Orange	1	1	5

### Background

In accordance with the System *Rules and Regulations, Chapter III, Section 1.(10) Curriculum Matters, Subsection 1.(10)3 Course additions, deletions, and changes* shall be submitted to the Board of Regents for approval.

CURRICULUM INVENTORY REPORT  
Lamar University  
August 2014

COLLEGE Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE TITLE CHANGES	NET ADDITIONS/ DELETIONS
<b>COLLEGE OF ARTS AND SCIENCES</b>				
Mathematics	0	3	4	-3
<b>COLLEGE OF BUSINESS</b>				
Construction Management	1	0	3	1
<b>COLLEGE OF EDUCATION</b>				
Family and Consumer Sciences	1	0	1	1
<b>COLLEGE OF FINE ARTS AND COMMUNICATION</b>				
Art	2	2	0	0
<b>TOTAL</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>-1</b>

**COLLEGE OF ARTS AND SCIENCES**

***Mathematics***

**CHANGES**

MATH 1314 College Algebra (Non-Calculus Track)  
TO  
MATH 1314 College Algebra (Non-Calculus)

MATH 1350 Fundamentals of Mathematics I  
TO  
MATH 1350 Fundamentals of Math for Elementary School Teachers

MATH 1414 College Algebra (Calculus Track)  
TO  
MATH 1414 Precalculus I

MATH 2312 Precalculus/Elementary Functions  
TO  
MATH 2312 Precalculus II

**DELETIONS**

MATH 3314 Foundations of Mathematics II  
MATH 3380 Analysis I  
MATH 3381 Analysis II

## **COLLEGE OF BUSINESS**

### ***Construction Management***

#### **ADDITION**

CMGT 4420 Cost Estimating and Analysis

#### **CHANGES**

CMGT 2310 Commercial Construction Materials and Methods  
TO

CMGT 2310 Heavy Construction Materials and Methods

CMGT 2330 Fundamental Mechanics

TO

CMGT 2330 Fundamental Statics

CMGT 4270 Comprehensive Examination

TO

CMGT 4270 Strategic Analysis and Evaluation

## **COLLEGE OF EDUCATION**

### ***Family and Consumer Sciences***

#### **ADDITION**

FCSC 3325 Social and Psychological Aspects of Textiles and Clothing

#### **CHANGE**

FCSC 3340 Child/Adolescent Development

TO

FCSC 3340 Human Development I

## **COLLEGE OF FINE ARTS AND COMMUNICATION**

### ***Art***

#### **ADDITIONS**

ARTS 3314 Painting I

ARTS 3328 Sculpture I

#### **DELETIONS**

ARTS 2316 Painting I

ARTS 2326 Sculpture I

SUL ROSS STATE UNIVERSITY

S U M M A R Y T A B L E

SHOWING MAGNITUDE OF REQUESTS FOR THE ADDITION, DELETION,  
AND CHANGES IN COURSES

<u>PROGRAM</u>	<u>COURSE ADDITIONS</u>	<u>COURSE DELETIONS</u>	<u>COURSE CHANGES: PREFIX, NUMBER, AND/OR TITLE</u>	<u>NET ADDITIONS/ DELETIONS</u>
**** <u>RIO GRANDE COLLEGE</u> ****				
****DEPARTMENT OF BUSINESS ADMINISTRATION****				
<u>Program:</u>				
Business Administration			1	
Subtotal	0	0	1	0
****DEPARTMENT OF HUMANITIES****				
<u>Program:</u>				
Political Science	9			
Subtotal	9	0	0	9
****DEPARTMENT OF NATURAL AND BEHAVIORAL SCIENCES****				
<u>Program:</u>				
Criminal Justice	19			
Subtotal	19	0	0	19
Total	28	0	1	28

## **RIO GRANDE COLLEGE**

### **Department of Business Administration**

#### CHANGES

- GBUS 4315 Advanced Readings and Research in Business Administration  
TO  
GBUS 4315 Current Topics in Business Administration

### **Department of Humanities**

#### ADDITIONS

- POLS 5301 Seminar in Comparative Government  
POLS 5302 Seminar in International Relations  
POLS 5304 Seminar in Political Theory  
POLS 5305 Reading and Research in Government  
POLS 5309 Internship in Public Administration  
POLS 5313 Public Policy Analysis  
POLS 5317 Seminar in U. S. Government  
POLS 6301 Thesis  
POLS 6302 Thesis

### **Department of Natural and Behavioral Science**

#### ADDITIONS

- CRIM 5301 Overview and Administration of the Criminal Justice System  
CRIM 5311 Advanced Law Enforcement Administration  
CRIM 5313 Seminar in Policing  
CRIM 5314 Seminar in Corrections  
CRIM 5315 Seminar in Courts and Judiciary  
CRIM 5316 Women and Crime  
CRIM 5317 Juvenile Delinquency  
CRIM 5319 Use of Force in Criminal Justice  
CRIM 5321 Domestic Violence  
CRIM 5322 Immigration Issues  
CRIM 5323 Homeland Security  
CRIM 5326 Victimology  
CRIM 5327 Seminar on the U. S. Supreme Court  
CRIM 5333 Internship  
CRIM 5338 Police and Fourth Amendment  
CRIM 5340 Seminar on Firearms and Violence  
CRIM 5342 Police Pursuits, Roadblocks and Checkpoints  
CRIM 6301 Thesis  
CRIM 6302 Thesis

**Lamar Institute of Technology  
August 2014**

<b>COLLEGE/ Academic Unit</b>	<b>COURSE ADDITIONS</b>	<b>COURSE DELETIONS</b>	<b>COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE</b>	<b>NET ADDITIONS/ DELETIONS</b>
<b>ALLIED HEALTH &amp; SCIENCE</b>				
Radiologic Technology	1	2		1
Health Information Technology	6	8		2
Nurse Aid	1	1		0
<b>BUSINESS TECHNOLOGIES</b>				
Accounting Technology	5	5		0
Management Development	5	7		2
<b>TECHNOLOGY</b>				
Advanced Engine Technology	2	4		2
Instrumentation Technology	0	3		3
Welding Technology	1	4		3
<b>TOTAL</b>	<b>21</b>	<b>34</b>		<b>13</b>

**ALLIED HEALTH AND SCIENCES DEPARTMENT**

**Diagnostic Medical Sonography Certificate (Effective June 1, 2014)  
DEACTIVATE PROGRAM**

**Radiologic Technology (Effective Fall 2015)**

**DELETIONS**

COSC 1301 Introduction to Computing 3:3:0  
MATH 1332 Contemporary Math 3:3:0

**ADDITIONS**

MATH 1314 College Algebra 3:3:0

**Health Information Technology A.A.S. (Effective Fall 2014)**

**DELETIONS**

ENGL 1302 English Composition 3:3:0  
HITT 1211 Computers in Healthcare 2:2:0  
HITT 1355 Healthcare Statistics 3:3:0  
HITT 1401 Health Data Content and  
Structure 4:3:2  
HITT 1441 Coding and Classification Sys 4:3:2  
HITT 2339 Health Information Organization 3:3:0  
and Supervision  
HITT 2435 Coding and Reimbursement 4:3:2  
Methodologies  
ITSW 1304 Spreadsheets 3:2:2

**ADDITIONS**

HITT	1211	Computers in Healthcare	2:1:3
HITT	1255	Healthcare Statistics	2:1:3
HITT	1301	Health Data Content and Structure	3:2:4
HITT	1341	Coding and Classification Sys	3:2:4
HITT	2239	Health Information Organization and Supervision	2:2:1
HITT	2335	Coding and Reimbursement Methodologies	3:2:4

**Health Information Technology Certificate (Effective Fall 2014)****DELETIONS**

HITT	1211	Computers in Healthcare	2:2:0
HITT	1401	Health Data Content and Structure	4:3:2

**ADDITIONS**

HITT	1211	Computers in Healthcare	2:1:3
HITT	1301	Health Data Content and Structure	3:2:4

**Nurse Aid (Effective Fall 2014)****DELETIONS**

NURA	1160	Clinical-Nurse/Nursing Assistant/Aide & Patient Care Assistant	1:0:6
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**ADDITIONS**

NURA	1260	Clinical-Nurse/Nursing Assistant/Aide & Patient Care Assistant	1:0:10
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**BUSINESS TECHNOLOGIES DEPARTMENT****Accounting Technology A.A.S. (Effective Fall 2014)****DELETIONS**

BUSG	1301	Introduction to Business	3:3:0
ACNT	1411	Introduction to Computerized Accounting	4:3:2
POFT	1328	Business and Professional Presentations	3:3:0
ECNG	1301	Basic Economics	3:3:0
ACNT	2304	Intermediate Accounting II	3:3:0

**ADDITIONS**

BUSI	1301	Business Principles	3:3:0
ACNT	1311	Introduction to Computerized Accounting	3:3:2
SPCH	1315	Public Speaking	3:3:0
ECON	2301	Principles of Macro-Economics	3:3:0

ECON	2302	Principles of Micro-Economics	3:3:0
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### **Management Development A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

BCIS	1305	Business Computer Application	3:3:0
ACNT	1411	Introduction to Accounting	4:3:2
BUSG	1301	Introduction to Business	3:3:0
BUSG	1304	Intro to Financial Advising	3:3:0
BUSG	1391	Special Topics in Business	3:3:0
ECNG	1301	Basic Economics	3:3:0
ECNG	1391	Special Topics in Economics	3:3:0

#### **ADDITIONS**

ACNT	1311	Introduction to Accounting	3:2:2
BUSI	1301	Business Principles	3:3:0
BUSI	1307	Personal Finance	3:3:0
ECON	2301	Principles of Macroeconomics	3:3:0
ECON	2302	Principles of Microeconomics	3:3:0

### **TECHNOLOGY DEPARTMENT**

#### **Advanced Engine Technology A.A.S. (Effective Fall Semester 2015)**

#### **DELETIONS**

AUMT	1301	Introduction/Theory of Automotive Technology	3:3:0
COSC	1301	Introduction to Computing	3:3:0
DEMR	1423	HVAC Troubleshooting and Repair	4:3:2
DEMR	2580	Cooperative Training or Approved Elective	5:1:29

#### **ADDITIONS**

DEMR	1323	HVAC Troubleshooting and Repair	3:2:4
DEMR	1280	Cooperative Training or Approved Elective	2:1:10

#### **Instrumentation Technology A.A.S. (Effective Fall 2015)**

#### **DELETIONS**

PTAC	1308	Safety, Health, and Environment	3:3:0
INTC	1448	Analytical Instrumentation	4:3:4
INTC	2371	Electrical Codes and Safety	3:3:0

#### **Welding Specialization for Alloy Metals A.A.S.**

#### **DEACTIVATE PROGRAM**

#### **Welding Technology A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

WLDG	1337	Introduction to Welding	3:3:0
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		Metallurgy	
COSC	1301	Introduction to Computing	3:3:0
HYDR	1301	Rigging and Conveying Systems	3:3:0
POFT	1328	Business Presentations	3:3:0

**ADDITIONS**

WLDG	1437	Introduction to Welding Metallurgy	4:4:0
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**Welding Certificate (Effective Fall 2014)**

**DELETIONS**

WLDG	1337	Introduction to Welding Metallurgy	3:3:0
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**ADDITIONS**

WLDG	1437	Introduction to Welding Metallurgy	4:4:0
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**CURRICULUM INVENTORY**  
**Lamar State College-Orange**

<b>COLLEGE/ Academic Unit</b>	<b>COURSE ADDITIONS</b>	<b>COURSE DELETIONS</b>	<b>COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE</b>	<b>NET ADDITIONS/ DELETIONS</b>
<b>Allied Health Division</b>	0	0	1	0
<b>Arts &amp; Science Division</b>	0	1	1	-1
<b>Business &amp; Technology Division</b>	1	0	1	1
<b>College Success Division</b>	0	0	2	0
<b>TOTAL</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>0</b>

***Allied Health Division***

**ADDITIONS**

**DELETIONS**

**CHANGES**

EMSP 1501 EMT Basic  
 TO  
 EMSP 1401 EMT Basic

***Arts & Science Division***

**ADDITIONS**

**DELETIONS**

SOCI 2339 Juvenile Delinquency

**CHANGES**

PSYC 2313 Adolescent Psychology I  
 TO  
 PSYC 2307 Adolescent Psychology I

***Business & Technology Division***

**ADDITIONS**

PTAC 1431 Instrumentation I

**DELETIONS**

**CHANGES**

EPCT 2389 Internship-Environmental Engineering Technology  
 TO  
 EPCT 2489 Internship-Environmental Engineering Technology

***College Success Division***

**ADDITIONS**

**DELETIONS**

**CHANGES**

STSK 1200 College Success  
TO  
EDUC 1300 Learning Frameworks

**Texas State University System  
Finance and Audit**

*Charlie Amato, Chair  
Kevin Lilly  
Bill Scott*

**Action Items**

1. TSUS: Requests to Exceed Full Time Equivalent Employee Limitations Established by the General Appropriations Act
2. TSUS: Approval of Fiscal Year 2015 Audit Plan
3. TSUS: Operating Budgets for Fiscal Year 2015
4. TSUS: Final Budget Adjustments for Fiscal Year 2014

**Consent Items**

5. TSUS: CONSENT: Statements of Budgeted Fund Balances
6. TSUS: CONSENT: Operating Budget Adjustments
7. TSUS: CONSENT: Quarterly Investment Report
8. TSUS: CONSENT: Status of Implementation of Audit Recommendations

**TSUS: Requests to Exceed Full Time Equivalent Employee Limitations Established by the General Appropriations Act**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Components of the Texas State University System be authorized to report to and request for written approval by the Governor and the Legislative Budget Board any necessary requests to exceed the Full Time Equivalent Employee (FTE) limitations established by the General Appropriations Act, (S.B. 1, 83rd Legislature, Regular Session) in compliance with provisions of Article IX, Sec. 6.10 of that Act.

**Explanation**

Component activities during the course of the biennium may require increases to the FTE limits established by the General Appropriations Act. Reporting of and requests to increase FTE limits must be submitted to the Office of the Governor and the Legislative Budget Board for consideration. Each component's FTE limit is developed as part of the biennial appropriations request. Board authorization of this request will facilitate the process of requesting changes in FTE staffing during the applicable biennium.

**TSUS: Approval of Fiscal Year 2015 Audit Plan**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_,  
it was ordered that:

The Fiscal Year 2015 Audit Plan for the Texas State University System be  
approved.

**Explanation**

Texas Government Code 2102 requires the governing board of each institution of higher education to approve the audit plan. Based upon the presentations and suggestions by the Finance and Audit Committee members, it is our recommendation to the Board that this motion approving the Audit Plan be adopted.

# Office of Audits and Analysis

## Fiscal Year 2015 Audit Plans



*Higher Learning. Higher Return.*

**Carole M. Fox, CPA**  
**System Director, Office of Audits and Analysis**

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DRAFT

## INTRODUCTION AND PURPOSE

The purpose of the Audit Plan is to document audits and other activities the Office of Audits and Analysis intends to conduct during fiscal year 2015. The Audit Plan satisfies responsibilities outlined in Section 2102.008 of the Government Code; the TSUS *Rules and Regulations*, and applicable auditing standards. As in prior years, there may be circumstances that require us to devote resources to activities not outlined in the Audit Plan. Significant changes to the Audit Plan require approval by the Chair of the Finance and Audit Committee.

The Audit Plan was developed through risk assessments deployed at the Components and System Administration. Component Audit Directors develop plans for their respective institutions, while the System Audit Director develops a plan for System Administration as well as system-wide initiatives. The risk assessment process includes consideration of fraud risks as required by state law and auditing standards.

The collective risk assessments include the following activities:

- Soliciting input from the Board of Regents, the Chancellor, Vice-Chancellors, and Component Presidents and management;
- Consulting with the Governor's Office, State Auditor's Office, and the Texas Higher Education Coordinating Board regarding "hot topic" initiatives that should be considered;
- Networking with other college and university internal audit directors regarding emerging issues/concerns;
- Reviewing the Components' and the System's consolidated annual financial reports for the most current fiscal year to identify significant financial items;
- Considering the impact of public scrutiny; and
- Utilizing professional judgment and knowledge gained from prior audits regarding the effectiveness of governance, internal control, and risk assessment processes in mitigating risk.

The end result of the risk assessments is a list of projects that collectively form the System-wide Audit Plan. Projects fall into the following categories:

- **System-Wide Initiatives:** Projects performed by the System Director (and/or component auditors) across all TSUS institutions for an enterprise-wide assessment. This year's plan includes a review mandated by the Governor's Office.
- **Risk-Based Audits:** Projects that typically involve reviews of internal controls associated with the reliability and integrity of information; compliance with policies, plans, procedures, laws, and regulations; safeguarding of assets; economical and efficient use of resources; and the accomplishment of established objectives and goals for operations or programs.
- **Required Audits and Activities:** Projects required by law, grant agreements, TSUS *Rules and Regulations*, or auditing standards.
- **Other:** Activities that involve consulting/advisory services, management-requested reviews, fraud prevention training; communicating new compliance requirements; liaising with external auditors; investigations; and other projects to address unanticipated risks.

**System Administration  
Fiscal Year 2015 Audit Plan**



*Higher Learning. Higher Return.*

**Carole M. Fox, CPA  
System Director, Office of Audits and Analysis**

**Charles H. Gregory, CISA, CGEIT  
Chief Information Technology Auditor**

## SYSTEM ADMINISTRATION FISCAL YEAR 2015 AUDIT PLAN

AUDIT	DESCRIPTION
<b>SYSTEM-WIDE INITIATIVES (Performed at All Components)</b>	
Student Safety	Outreach activities related to the Violence Against Women Reauthorization Act and Title IX compliance (on-going).
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
TAC 202 and Required Reporting Impact Analysis	Research and evaluation into the implications of revisions to Texas Administrative Code 202 (Information Security Standards) and new legislative reporting requirements.
Business Continuity Plans	Assess components' progress in utilizing Kualii to develop Business Continuity Plans (on-going).
Yellow Book Revisions	Incorporate revisions to the federal auditing standards into existing policies and procedures.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Student Service Fee Review	Review utilization of student service fees (on-going).
IT Toolkit Deployment	Provide a systematic and integrated audit planning approach for use by the component audit offices to identify and include IT-related risks in general audit activities through collaboration with component IT auditors.
Response to System Requests	Gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
SAP Audit	Audit of the Enterprise Resource Planning (ERP) business management software's security and technical environment at Texas State University.
IDEA Pilot	Tests and deployment of analytical software to review select business processes across the components.
Banner Security Follow-up	Continued follow-up and reporting regarding identified risks at SHSU and SRSU.
IT Policy Guideline Compliance Audit	Continued follow-up and reporting regarding the compliance activities associated with TSUS IT Rules and Regulations and TAC 202 requirements at all components.
Contracting (Carry Forward)	Tests of selected contracts for compliance with procurement requirements.
Construction Audits	Joint venture with the Office of Contract Administration for third-party construction audits. (OUTSOURCED)
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Component Audit Assistance	Activities to supplement and assist component audit staff on component-based audits; consultative activities with component IT auditors to develop and deploy standardized audits when possible.
Audit Liaison Activities	Coordinating with external audit entities performing audits within the Texas State University System.



**Lamar Institute of Technology**  
**Lamar State College-Orange**  
**Lamar State College-Port Arthur**  
**Lamar University**  
**Fiscal Year 2015 Audit Plans**

**Brian Biggin, CIA**  
**Component Director, Office of Audits and Analysis**

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**LAMAR INSTITUTE OF TECHNOLOGY FISCAL YEAR 2015 AUDIT PLAN**

<b>AUDIT</b>	<b>DESCRIPTION</b>
<b>SYSTEM-WIDE INITIATIVES</b>	
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
AFR Review	Review compliance of the FY2014 Annual Financial Report with all reporting requirements.
Hourly Payroll & One-Time Payments	Evaluate controls, efficiency, and effectiveness of payments to hourly workers and use of one-time payments for all employees.
Scholarships	Evaluate approvals, administration, and fund accounting for scholarships.
IT – Network Management	Evaluate network management practices including segmentation, device registration, firewall configurations, wireless environment, access controls, change and patch management, disaster recovery and monitoring.
IT – Server Management	Evaluate server management practices including discovery and identification, current OS and version, purpose, configuration, locations, account listing, content and associated protections, administration, and access management.
IT - Identity Access Management	Evaluate Identity Management methodology and practices related to the user identity, authentications and authorization data.
IT- Active Directory	Evaluate the configuration and management of Active Directory including the application of the Identity Access Management Methodology, design and topology, memberships (user and groups), data protection (transit and at rest).
IT - On-Going	Maintain on-going review of significant activities such as disaster recovery tests and new application implementation.
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.

**LAMAR STATE COLLEGE-ORANGE FISCAL YEAR 2015 AUDIT PLAN**

<b>AUDIT</b>	<b>DESCRIPTION</b>
<b>SYSTEM-WIDE INITIATIVES</b>	
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
Hourly Payroll & One-Time Payments	Evaluate controls, efficiency, and effectiveness of payments to hourly workers and use of one-time payments for all employees.
Student Services Fees	Evaluate appropriateness of expenditures from the Student Services Fees Fund.
Scholarships	Evaluate approvals and fund accounting for scholarships.
IT – Network Management	Evaluate network management practices including segmentation, device registration, firewall configurations, wireless environment, access controls, change and patch management, disaster recovery and monitoring.
IT – Server Management	Evaluate server management practices including discovery and identification, current OS and version, purpose, configuration, locations, account listing, content and associated protections, administration, and access management.
IT - Identity Access Management	Evaluate Identity Management methodology and practices related to the user identity, authentications and authorization data.
IT- Active Directory	Evaluate the configuration and management of Active Directory including the application of the Identity Access Management Methodology, design and topology, memberships (user and groups), data protection (transit and at rest).
IT - On-Going	Maintain on-going review of significant activities such as disaster recovery tests and new application implementation.
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.

**LAMAR STATE COLLEGE-PORT ARTHUR FISCAL YEAR 2015 AUDIT PLAN**

<b>AUDIT</b>	<b>DESCRIPTION</b>
<b>SYSTEM-WIDE INITIATIVES</b>	
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
Hourly Payroll & One-Time Payments	Evaluate controls, efficiency, and effectiveness of payments to hourly workers and use of one-time payments for all employees.
Student Services Fees	Evaluate appropriateness of expenditures from the Student Services Fees Fund.
Scholarships	Evaluate approvals and fund accounting for scholarships.
IT – Network Management	Evaluate network management practices including segmentation, device registration, firewall configurations, wireless environment, access controls, change and patch management, disaster recovery and monitoring.
IT – Server Management	Evaluate server management practices including discovery and identification, current OS and version, purpose, configuration, locations, account listing, content and associated protections, administration, and access management.
IT - Identity Access Management	Evaluate Identity Management methodology and practices related to the user identity, authentications and authorization data.
IT- Active Directory	Evaluate the configuration and management of Active Directory including the application of the Identity Access Management Methodology, design and topology, memberships (user and groups), data protection (transit and at rest).
IT - On-Going	Maintain on-going review of significant activities such as disaster recovery tests and new application implementation.
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.

**LAMAR UNIVERSITY FISCAL YEAR 2015 AUDIT PLAN**

<b>AUDIT</b>	<b>DESCRIPTION</b>
<b>SYSTEM-WIDE INITIATIVES</b>	
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
Recreational Sports	Evaluate cash controls, safety, and conformance with rules and statute over Recreational Sports.
Residence Life	Evaluate controls over Cardinal Village housing arrangements and meal plans.
Hourly Payroll & One-Time Payments	Evaluate controls, efficiency, and effectiveness of payments to hourly workers and use of one-time payments for all employees.
Student Services Fees	Evaluate appropriateness of expenditures from the Student Services Fees Fund.
Scholarships	Evaluate approvals and fund accounting for scholarships.
Setzer Student Center	Evaluate controls, compliance with statute and applicable rules, operations, and safety for the Setzer Student Center.
Athletics	Review Athletics administrative procedures (including pay, benefits, contracts, and box office) for compliance with statute, applicable rules, and University policies and procedures.
IT – Network Management	Evaluate network management practices including segmentation, device registration, firewall configurations, wireless environment, access controls, change and patch management, disaster recovery and monitoring.
IT – Server Management	Evaluate server management practices including discovery and identification, current OS and version, purpose, configuration, locations, account listing, content and associated protections, administration, and access management.
IT - Identity Access Management	Evaluate Identity Management methodology and practices related to the user identity, authentications and authorization data.
IT- Active Directory	Evaluate the configuration and management of Active Directory including the application of the Identity Access Management Methodology, design and topology, memberships (user and groups), data protection (transit and at rest).
IT - On-Going	Maintain on-going review of significant activities such as disaster recovery tests and new application implementation.
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Joint Admission Medical Program (JAMP) Grants	Assess the University's compliance with the Joint Admission Medical Program (JAMP) grant conditions and requirements.
KVLU-FM Radio Station	Assist the external auditor with a review of KVLU-FM Radio Station financial statement for the fiscal year ended August 31, 2012, as required by the Corporation of Public Broadcasting. (OUTSOURCED)
NCAA Athletics	Assist the external auditor with a review of the University's NCAA Athletic financial statement for the fiscal year ended August 31, 2012, as required by the NCAA. (OUTSOURCED)

Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.

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**Sam Houston State University**

**Fiscal Year 2015 Audit Plan**

**Kelly R. Bielamowicz, MBA, CPA  
Director, Office of Audits and Analysis**

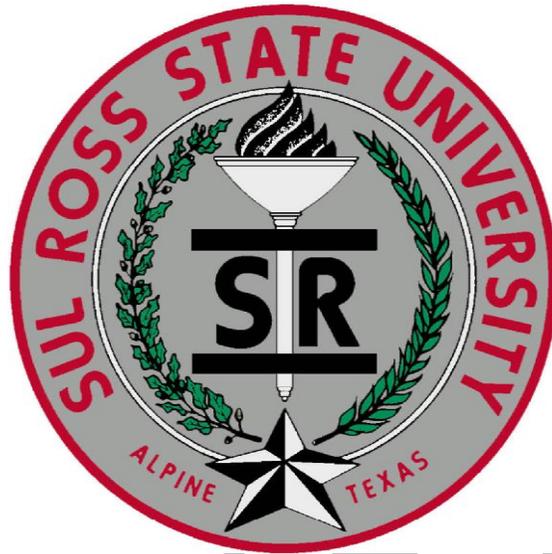
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**SAM HOUSTON STATE UNIVERSITY FISCAL YEAR 2015 AUDIT PLAN**

<b>AUDIT</b>	<b>DESCRIPTION</b>
<b>SYSTEM-WIDE INITIATIVES</b>	
Proportionality of Benefits	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
Review of Academic Departments— General Business Process Compliance	Review academic departments' compliance with SHSU business process policies (e.g. travel requests & submissions, account reconciliations, purchasing, etc.) and adequacy of internal controls to ensure continued compliance.
Additional Pay Review	Assess the University's compliance with applicable policies, guidelines, and laws for additional payments made to staff and faculty aside from the individual's assigned compensation, such as one time payments.
Research Protocol Compliance	Assess the University's compliance with federal and state applicable laws, policies, and standards for the use of human and animal subjects for research.
ADA Compliance Review	Assess the University's compliance with the Americans with Disabilities Act (ADA). Review to be completed by a third-party analyst.
Review of Economic Development Initiatives Department - General Business Processes	Compliance review of budgeted funds allocated to support economic development initiatives within Finance and Operations. Review Economic Development Initiatives department's compliance with SHSU business process policies (e.g., travel and expense reimbursement, account reconciliations, purchasing, etc.) and adequacy of internal controls to ensure continued compliance.
IT – Data Center Environment and Physical Security	Evaluate how physical access to data centers, server rooms and wiring closets restricted. Also evaluate the safeguards in place to protect information assets and IT infrastructure in the data center from environmental hazards and disasters.
IT – Banner Data Classification and Segregation of Duties	Evaluate the process data owners have used to classify critical and sensitive data as well as identify the combinations of transactions which have been segregated to avoid segregation of duties conflicts. Verify whether any users have the authority to execute two or more conflicting sensitive transactions which could impact financials, payroll, human resources, student enrollment, financial aid, etc.
IT – Banner Change Management	Evaluate the policies and procedures used to implement changes to the Banner application modules. Evaluate the controls in place to ensure all standard and emergency changes are authorized, tested and approved prior to implementation to production.
IT – IT Projects	Maintain on-going review of new application implementation to gain an understanding of the project management and system development life cycle practices being utilized at SHSU.
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Quarterly Investment Reports	Review compliance with the requirements of the Texas Public Funds Investment Act, § 2256.023 Internal Management Reports.
Joint Admission	Assess the University's compliance with the Joint Admission Medical

Medical Program (JAMP) Grants	Program (JAMP) grant conditions and requirements.
NCAA Agreed Upon Procedures	Assist the external auditor with a review of the University's NCAA Athletic financial statement for the fiscal year ended August 31, 2014, as required by the NCAA. (OUTSOURCED)
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.

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**Sul Ross State University and Rio Grande  
College**

**Fiscal Year 2015 Audit Plan**

**Stephanie Nelson, CPA, CIA  
Component Director, Office of Audits and Analysis**

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**SUL ROSS STATE UNIVERSITY AND RIO GRANDE COLLEGE  
FISCAL YEAR 2015 AUDIT PLAN**

AUDIT	DESCRIPTION
<b>SYSTEM-WIDE INITIATIVES</b>	
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
Financial Internal Controls: Human Resources/Payroll	Evaluate internal controls surrounding financial operations as per Texas Auditing Act 2102.005(2)(A), with a focus on management of human resources and payroll, for Alpine and RGC campuses.
Student Safety	Review University-wide student safety and related controls on campus and during off-campus University-sponsored activities.
Enrollment Management	Review the organization-wide enrollment management processes and related controls over risks associated with recruitment, admissions, enrollment, advising, and retention.
Cash Handling	Evaluate controls over receipts and disbursements of cash organization-wide (Petty Cash, Cashier's Office, One Stop Shop, and at RGC campuses).
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Quarterly Investment Reports	Review compliance with the requirements of the Texas Public Funds Investment Act, § 2256.023 Internal Management Reports.
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.



**Texas State University**  
**Fiscal Year 2015 Audit Plan**

Steven R. McGee, CPA, CIA, CFE  
Component Director, Office of Audits and Analysis



**TEXAS STATE UNIVERSITY FISCAL YEAR 2015 AUDIT PLAN**

<b>AUDIT</b>	<b>DESCRIPTION</b>
<b>SYSTEM-WIDE INITIATIVES</b>	
Benefits Proportionality	A review of state benefit practices as mandated by the Governor's Office.
Follow-up on Public Funds Investment Act Compliance	Follow-up activities to ascertain resolution of previously reported instances of non-compliance with the Public Funds Investment Act and Rider 5 requirements.
Response to System Requests	To gather information as requested by System Administration.
<b>RISK-BASED AUDITS</b>	
Research Allocations	Review research policies and procedures to ensure the appropriateness of indirect cost rate and space utilization.
User Access Reviews on Third Party Applications and Satellite Systems	Identify and perform user access reviews on third party applications and satellite systems to the Student Information System.
Export Control	Review export control regulations in research and academic activities.
Billing and Collections for Student Health Center	Review policies and procedures relating to the billing and collection of accounts at the Student Health Center.
Conflicts of Interests	Review whether employees are complying with University policies (UPPS) requiring disclosure of outside employment or other financial activity.
Access Controls for Terminated Employees	Review the adequacy of procedures over eliminating computer access rights for terminated employees.
Personally Identifying Information (PII)	Review procedures for ensuring that PII on electronic devices, including scanners, printers, and servers is adequately safeguarded.
Software Licensing	Review procedures for ensuring that only lawful software is deployed on University computers.
Exempt vs. Non-exempt classification	Review compliance with applicable federal regulations regarding employee classifications as "exempt" or "non-exempt."
Travel Expenditures	Review compliance with in-state, out-of-state, and international travel policies and regulations.
Purchase Card (P-Card) Expenditures	Review compliance with the P-Card Manual.
Clery Act	Review compliance with requirements in the Clery Act.
Distributions from Endowed Funds	Review compliance with donor requirements.
<b>REQUIRED AUDITS AND ACTIVITIES</b>	
Joint Admission Medical Program (JAMP) Grants	Assess the University's compliance with the Joint Admission Medical Program (JAMP) grant conditions and requirements.
Norman Hackerman Advanced Research Program	Compliance review required by the Higher Education Coordinating Board.
Public Funds Investment Act	Annual review required by Sec. 2256.023 (d) of the Public Funds Investment Act in circumstances when an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts.
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding

	internal and external audit recommendations.
Annual Internal Audit Report	This report, required by Government Code 2102, summarizes all audit activities of the preceding fiscal year.
Continuing Education	Required by Government Code 2102 and auditing standards.
<b>OTHER</b>	
Special Projects	Management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, EthicsPoint/SAO Special Investigations Unit referrals, and other activities.
Audit Liaison Activities	Coordinating with external audit entities when they perform audits within the Texas State University System.

DRAFT

**TSUS: Operating Budgets for Fiscal Year 2015**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The Operating Budgets for Fiscal Year 2015 for the Texas State University be approved as shown in the accompanying schedule:

		Estimated	Transfers	Budgeted
	Estimated	Budget	(To)/From	Fund
Component	Income	Requirements	Other Funds	Balances
Lamar University	\$187,406,361	\$165,149,270	(\$22,257,091)	-
Sam Houston State University	277,645,150	267,429,881	(10,215,269)	-
Sul Ross State University	29,707,726	27,038,063	(2,990,799)	(321,136)
Sul Ross Rio Grande College	8,770,205	8,099,069	(1,219,792)	(548,656)
Texas State University	524,125,100	460,639,580	(63,485,520)	-
Lamar Institute of Technology	25,146,765	22,277,415	(2,869,350)	-
Lamar State College-Orange	18,886,502	17,668,970	(1,510,962)	(293,430)
Lamar State College-Port Arthur	22,199,128	20,499,687	(1,155,193)	544,248
System Administration	2,074,406	7,327,733	4,523,697	(729,630)
<b>System Totals</b>	<b>\$1,095,961,343</b>	<b>\$996,129,668</b>	<b>(\$101,180,279)</b>	<b>(\$1,348,604)</b>

**Explanation**

Total revenue for Fiscal Year 2015 is estimated to be 4% (\$42.7 million) more than that for Fiscal Year 2014. The budget includes the following revenue estimates for Fiscal Year 2015:

Estimated Revenue by Source	FY 2015	FY 2014	Change	Change
Tuition and Fees	\$599,055,371	\$566,415,151	\$32,640,220	5.8%
State Appropriations	331,450,187	331,168,122	282,065	0.1%
Sales and Services	141,620,206	132,024,391	9,595,815	7.3%
Other	23,835,579	23,607,268	228,311	1.0%
Totals	\$1,095,961,343	\$1,053,214,932	\$42,746,411	4.1%

Fiscal Year 2015 budgeted expenditures by functional category are estimated at 3.5% higher than expenditures for Fiscal Year 2014. The largest increases are in the areas of resident instruction, institutional support and auxiliary enterprises.

<b>Budgeted Expenditures by Function</b>	<b>FY 2015</b>	<b>FY 2014</b>	<b>Change</b>	<b>Change</b>
Resident Instruction	\$302,436,156	\$290,522,437	\$11,913,719	4.1%
Student Services	32,604,602	31,769,121	\$835,481	2.6%
Institutional Support and Administration	191,045,685	181,451,896	\$9,593,789	5.3%
Library	22,797,658	22,259,293	\$538,365	2.4%
Physical Plant	70,978,804	71,235,214	(\$256,410)	-0.4%
Special Items	18,679,017	18,824,488	(\$145,471)	-0.8%
Other	154,463,993	151,221,003	\$3,242,990	2.1%
Auxiliary Enterprises	203,123,753	194,991,252	\$8,132,501	4.2%
<b>Totals</b>	<b>\$996,129,668</b>	<b>\$962,274,704</b>	<b>\$33,854,964</b>	<b>3.5%</b>

Expenditure category changes for Fiscal Year 2015 occur mostly in salary and maintenance and operations categories. Reductions are estimated in cost of goods sold (auxiliary enterprises), capital expenditures and estimated funding available for scholarships and fellowships.

<b>Budgeted Objects of Expenditure</b>	<b>FY 2015</b>	<b>FY 2014</b>	<b>Change</b>	<b>Change</b>
Salaries and Wages	\$485,093,726	459,919,100	\$25,174,626	5.5%
Payroll Related Costs	130,573,544	129,162,793	1,410,751	1.1%
Cost of Goods Sold	7,005,832	7,788,202	(782,370)	-10.0%
Travel	15,568,366	13,451,278	2,117,088	15.7%
Operating	230,501,601	219,308,130	11,193,471	5.1%
Capital	19,311,198	22,073,097	(2,761,899)	-12.5%
Utilities	46,621,785	46,397,752	224,033	0.5%
Scholarships and Fellowships	61,453,615	64,174,352	(2,720,737)	-4.2%
<b>Totals</b>	<b>\$996,129,667</b>	<b>\$962,274,704</b>	<b>\$33,854,963</b>	<b>3.5%</b>

# THE TEXAS STATE UNIVERSITY SYSTEM



Lamar University  
Sam Houston State University  
Sul Ross State University  
Sul Ross State University Rio Grande College  
Texas State University  
Lamar Institute of Technology  
Lamar State College – Orange  
Lamar State College – Port Arthur  
Texas State University System Office

**Budget Summary  
Fiscal Year 2015**

**Budget Summary**  
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## Budget Summary

### Budget Standards Fiscal Year 2015

Institutional components of the Texas State University System submit Annual Operating Budget Requests and supporting Regents' Budget Summaries that form the basis for this *Budget Summary for the Fiscal Year 2015*. Each component's budget schedules and summaries provided herein and the composite Budget Summary are subject to the following budgetary standards for Fiscal Year 2015:

1. Each institutional component is responsible for the accuracy and appropriateness of its operating budget and budget summary.
2. Each component's Annual Operating Budget has been prepared in accordance with the Board of Regents' *Rules and Regulations* Chapter III Sec. 6.71. The *Regents Budget Summary* has been prepared in accordance with the *Budget Summary Requirements and Specific Related Questions* as approved by the Finance Committee.
3. All material budgetary plans or budgetary intentions are reflected in each component's Operating Budget. Budgetary adjustments occurring subsequent to initial Board of Regents' approval will be reported to the Board at its regular quarterly meeting.
4. All General Revenue Fund appropriations have been budgeted to the extent they are known and available per the General Appropriations Act for FY 2014-2015.
5. All Local Funds (unrestricted current funds held outside the State Treasury) estimated income accruing to Education and General Funds, Designated Funds, and Auxiliary Funds have been budgeted to the extent they are available for operational purposes.
6. The budgeted revenues for local funds are based on conservative, reasonable, and supportable estimates of funds to be generated by each institutional component.
7. Higher Education Assistance Funds have been budgeted to the extent they will be expended or reserved to support Education and General Activities.
8. All budgeted appropriations and receipts are allocated to functions for which they may be utilized as authorized by State of Texas statute or Comptroller of Public Accounts rules and regulations.
9. Local fund receipts reflected as income but not budgeted to expenditure operating accounts are reflected in estimated fund balances at year end.

10. Student Service Fees have been budgeted in accordance with the allocation schedule recommended by the respective component's Student Service Fee Advisory Committee.
11. Department heads and appropriate account managers were consulted to arrive at their operating budgets.
12. There are no anticipated contingent liabilities, unfavorable settlement(s) of outstanding lawsuits, or other claims involving institutional components that would as of this date have a material effect on the proposed Operating Budget.
13. No depleting or non-recurring funding sources, such as reserve balances, are being used for ongoing activities in the proposed Operating Budget.
14. All budget adjustments for fiscal year 2014 have been or will be reported to the Board for its approval as required. Budget adjustments for fiscal year 2015 will be presented at the quarterly meetings of the Board during fiscal year 2015.
15. For fiscal year 2014, no funds authorized for a specific purpose by the Board were redirected to another use without express approval of the Board. This procedure will continue to be followed for fiscal year 2015.
16. Budgetary controls are in place at each institutional component preventing payment of vendor invoices, inter-departmental transfers, and payroll if sufficient funds do not exist in an account. Guidelines have been established for a formal process to temporarily bypass the controls allowing payment, with budget transfers being made within a timely manner to cover any resulting deficit.
17. Discretionary funding for each institutional component is not included in the budget. Gift accounts in the restricted fund group are not included in the budget.

## **Budget Summary**

### **GLOSSARY**

#### Current Funds

These funds are available for use in the day-to-day operations of the institution. These include Unrestricted Current Funds (Educational and General Funds, Designated Funds and Auxiliary Funds) and Restricted Current Funds. Normally these funds would be expended within the operating cycle (fiscal year). Institutions may be required to fund costs associated with unanticipated events from reserves.

#### Unrestricted Funds

These are funds over which outside parties have no direct or implied control.

#### Restricted Funds

Restricted Funds are subject to some degree of direct control by outside parties. Limitations may include the purpose or timing of expenditures, among others.

#### Outside Party

An Outside Party is a person or entity autonomous to the institution. Controls exerted by Outside Parties are in addition to state rules, requirements, guidelines and statutes.

#### Educational and General Funds

These Unrestricted Current funds are provided through the Texas Legislature's appropriation process. These funds consist primarily of General Revenue Fund appropriations and Educational and General Fund Income (also referred to as Local Income).

#### General Revenue Fund

This is the State's primary operating fund from which institutions and agencies receive appropriation authority to spend fixed amounts each year. Sources of revenue to the General Revenue Fund include sales taxes, lottery earnings, natural resource taxes and other revenue items. Appropriation authority is generally subject to a "use it or lose it" standard. Under this standard, appropriations not expended or committed to expenditure by the end of the fiscal year for which they were provided are lost or "lapsed" to the State. Interest earned on the General Revenue Fund remains with the fund and does not accrue to institutions.

#### Local Income

Certain revenue streams generated by the institution as required by the Texas Education Code must be accounted for as Educational and General Funds. State statutes require some of these funds (statutory tuition and laboratory fees) to be deposited in the State Treasury. These funds on deposit with the State Treasury earn depository interest. They are categorized as appropriated and appear in the General Appropriations act as an institution's Method of Financing. Other types of Local Income (indirect cost recoveries

## Budget Summary

### GLOSSARY

and sales and services related to academic functions) may be deposited in institutional local bank accounts.

#### Designated Funds

These are Unrestricted Current Funds over which the Governing Board, either directly or through delegation to member institutions, has more latitude than with Educational and General Funds. Sources of revenues include Higher Education Assistance Fund (HEAF) allocations, Designated Tuition, Incidental Fees, unrestricted gifts from outside parties, earnings from Endowments on which no restrictions exist and earnings on balances held in local bank accounts. HEAF funds are retained in the General Revenue Fund in the State Treasury. All other Designated Funds are retained in local bank accounts outside the State Treasury.

#### Auxiliary Enterprise Funds

These are Unrestricted Current Funds over which the Governing board, either directly or through delegation to member institutions, has more latitude than with Educational and General Funds. Most of these funds differ from Designated Funds in that they relate to activities auxiliary to or in support of the primary purpose of the institution – the education of students. Auxiliary Enterprise Funds can be characterized as enterprises comparable to “for profit” businesses. Examples are bookstores, food-service, snack-bar and vending operations, dormitories, apartments and related residence dwellings, special event centers, stadiums and student centers, athletics and sports programs and parking facilities. These operations are similar to “for profit” businesses; however, since they provide benefit and/or convenience to the institution’s students, faculty and staff, profits may not be the primary motivation for their existence. It is not uncommon for auxiliary enterprise funds to receive support from sources outside the auxiliary-enterprise fund group.

A second category of auxiliary enterprise operations relates to certain student fee supported activities. The Student Services Fee, Student Center Fee, Recreational Sports Fee and Medical Services Fee are assessed to support in whole or in part the non-classroom activities provided for students. These activities are not necessarily enterprises, but collections of the fees provide funds to support some or all of the enterprises’ activities.

#### Restricted Current Funds

Expenditures of funds from contracts, grants and gifts provided by external parties (federal, state and local governmental units and the private sector) are normally subject to conditions and/or controls issued by contracting and granting agencies (contracts and grants) or by donors (gifts). Expenditures of Endowment earnings may occur on a

## **Budget Summary**

### **GLOSSARY**

current basis but may be restricted as to purpose. Federal financial aid, endowed scholarships and research grants are the major categories of Restricted Current Funds.

#### Higher Education Assistance Funds (HEAF)

Allocations of Higher Education Assistance funds are provided to those higher educational institutions not receiving revenues from the Permanent University Fund. These Constitutional Funds (Article VII, Section 17) remain in the State Treasury as General Revenue. HEAF funds primarily support capital costs related to Educational and General activities. Institutions are allowed to expend up to 50% of their annual HEAF allocation to support the cost of debt service on eligible projects.

#### Texas Public Education Grant (TPEG) Funds

The Texas Legislature has provided this measure of financial assistance to students otherwise forced to discontinue educational pursuits as a result of tuition increases. Institutions must set aside funds from tuition revenues (Education Code Section 56.033) to provide need-based scholarships and loans. Each institution must set aside 15% to 20% of tuition collections for these purposes. At least 90% of the set-aside must be used for Texas Public Educational Grants (budgeted in Designated Funds). No more than 10% may be used for student loans (not budgeted but reported and controlled in Loan Funds). These funds are collected locally and deposited and expended through local banks.

#### Skiles Funds

The authority for Skiles Act Revenue Bonds was repealed in 1997. It had allowed institutions to pledge up to \$5 from each enrolled student for each regular semester to the payment of bonds authorized under the governing board's general authority to sell revenue bonds. Institutions use their Other Educational and General Income (GR-Dedicated) to pay the debt service on these previously authorized bonds.

**TEXAS STATE UNIVERSITY SYSTEM  
RECAPITULATION OF BUDGETED REVENUE  
YEAR ENDED AUGUST 31, 2015**

	TOTALS	LAMAR					LAMAR STATE COLLEGE			SYSTEM ADMINISTRATION
		UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR	
<b>EDUCATION AND GENERAL</b>										
Tuition and Fees	112,020,882	\$ 18,459,000	\$ 31,070,176	\$ 2,472,000	\$ 974,000	\$ 50,915,000	\$ 3,630,000	\$ 2,365,656	\$ 2,135,050	\$ -
State Appropriations	331,450,187	60,865,290	76,491,433	15,109,426	5,795,605	133,821,550	12,816,765	10,652,884	13,890,228	2,007,006
Other Revenues	4,327,451	364,000	408,040	25,000	10,000	3,044,000	399,000	7,500	2,511	67,400
Transfers In	101,006,006	23,067,267	-	3,992,389	1,208,994	64,517,000	1,000,000	1,182,022	1,314,637	4,723,697
Transfers Out	(61,887,948)	(8,792,853)	(6,153,393)	(2,746,003)	(1,288,920)	(36,787,402)	(2,896,605)	(1,704,972)	(1,317,800)	(200,000)
Budgeted Fund Balances	(729,630)	-	-	-	-	-	-	-	-	(729,630)
<b>TOTAL BUDGETED REVENUE</b>	<b>486,186,948</b>	<b>93,962,704</b>	<b>101,816,256</b>	<b>18,852,812</b>	<b>6,699,679</b>	<b>215,510,148</b>	<b>14,949,160</b>	<b>12,503,090</b>	<b>16,024,626</b>	<b>5,868,473</b>
<b>DESIGNATED</b>										
Fees	400,675,406	70,211,571	106,985,046	6,441,300	1,758,600	200,370,000	6,185,000	4,415,113	4,308,776	-
Other Revenues	16,104,428	3,043,500	2,939,144	252,750	-	9,237,200	6,000	600,721	25,113	-
Transfers In	13,921,656	2,500,000	3,626,201	273,942	115,128	6,186,000	540,000	394,178	286,207	-
Transfers Out	(126,148,122)	(30,917,161)	(7,688,077)	(3,534,830)	(1,254,994)	(78,056,329)	(1,512,745)	(1,318,975)	(1,865,011)	-
Budgeted Fund Balances	(806,339)	-	-	(321,898)	(388,682)	-	-	(265,000)	169,241	-
<b>TOTAL BUDGETED REVENUE</b>	<b>303,747,029</b>	<b>44,837,910</b>	<b>105,862,314</b>	<b>3,111,264</b>	<b>230,052</b>	<b>137,736,871</b>	<b>5,218,255</b>	<b>3,826,037</b>	<b>2,924,326</b>	<b>0</b>
<b>AUXILIARY</b>										
Fees	86,359,083	14,355,000	21,906,300	1,479,500	226,000	43,921,000	1,970,000	765,833	1,735,450	-
Sales and Services	141,620,206	19,263,000	37,645,011	3,889,250	-	80,503,350	140,000	77,595	102,000	-
Other Revenues	3,403,700	845,000	200,000	38,500	6,000	2,313,000	-	1,200	-	-
Transfers In	13,077,623	5,933,743	-	549,441	-	5,924,500	-	-	669,939	-
Transfers Out	(41,149,494)	(14,048,087)	-	(1,525,738)	-	(25,269,289)	-	(63,215)	(243,165)	-
Budgeted Fund Balances	187,365	-	-	762	(159,974)	-	-	(28,430)	375,007	-
<b>TOTAL BUDGETED REVENUE</b>	<b>203,498,483</b>	<b>26,348,656</b>	<b>59,751,311</b>	<b>4,431,715</b>	<b>72,026</b>	<b>107,392,561</b>	<b>2,110,000</b>	<b>752,983</b>	<b>2,639,231</b>	<b>0</b>
<b>GRAND TOTAL</b>	<b>993,432,460</b>	<b>\$ 165,149,270</b>	<b>\$ 267,429,881</b>	<b>\$ 26,395,791</b>	<b>\$ 7,001,757</b>	<b>\$ 460,639,580</b>	<b>\$ 22,277,415</b>	<b>\$ 17,082,110</b>	<b>\$ 21,588,183</b>	<b>\$ 5,868,473</b>

**TEXAS STATE UNIVERSITY SYSTEM  
 RECAPITULATION OF BUDGETED EXPENDITURES  
 YEAR ENDED AUGUST 31, 2015**

	TOTALS	LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	LAMAR INSTITUTE OF TECHNOLOGY	LAMAR STATE COLLEGE ORANGE	PORT ARTHUR	SYSTEM ADMINISTRATION
<b>EDUCATIONAL AND GENERAL</b>										
Resident Instruction	\$ 245,214,193	\$ 47,321,565	\$ 48,669,297	\$ 4,382,743	\$ 809,934	\$ 124,116,224	\$ 6,426,404	\$ 6,484,922	\$ 7,003,104	\$ -
Student Services	20,543,564	6,422,137	3,397,627	1,426,944	435,469	6,052,218	580,340	933,718	1,295,111	-
Institutional Support and Administration	69,746,838	26,374,305	6,140,396	2,721,627	552,503	16,360,449	2,982,011	2,780,183	4,507,631	7,327,733
Library	11,499,484	2,190,140	2,179,808	405,607	51,000	5,338,057	390,000	384,406	560,466	-
Physical Plant	33,384,087	10,101,774	4,740,428	2,050,013	1,162,645	10,569,227	1,238,363	1,163,910	2,357,727	-
Special Items	18,679,017	-	7,149,463	4,116,679	2,593,248	3,255,998	1,263,042	-	300,587	-
All Other	88,579,025	1,552,783	29,539,237	3,749,199	1,094,880	49,817,975	2,069,000	755,951	-	-
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>487,646,208</b>	<b>93,962,704</b>	<b>101,816,256</b>	<b>18,852,812</b>	<b>6,699,679</b>	<b>215,510,148</b>	<b>14,949,160</b>	<b>12,503,090</b>	<b>16,024,626</b>	<b>7,327,733</b>
<b>DESIGNATED</b>										
Resident Instruction	57,221,963	5,000,466	36,231,098	186,064	2,950	13,508,385	1,235,438	607,753	449,809	-
Student Services	12,061,038	1,834,920	4,679,073	93,542	1,764	5,390,536	-	61,203	-	-
Institutional Support and Administration	121,298,847	26,414,531	36,215,059	2,655,512	802,574	47,975,032	3,382,817	2,386,370	1,466,952	-
Library	11,298,174	-	2,598,682	-	-	8,521,108	-	178,384	-	-
Physical Plant	37,594,717	2,085,200	9,030,495	-	-	26,471,522	-	-	7,500	-
Special Items	-	-	-	-	-	-	-	-	-	-
All Other	65,884,968	9,502,793	17,107,907	819,942	200,128	35,870,288	600,000	1,122,327	661,583	-
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>305,359,707</b>	<b>44,837,910</b>	<b>105,862,314</b>	<b>3,755,060</b>	<b>1,007,416</b>	<b>137,736,871</b>	<b>5,218,255</b>	<b>4,356,037</b>	<b>2,585,844</b>	<b>-</b>
<b>AUXILIARY</b>										
Fee Accounts	47,709,899	3,703,263	15,866,476	976,570	391,974	23,524,531	1,870,000	631,628	745,457	-
Intercollegiate Athletics	49,400,967	11,428,835	10,716,074	1,115,384	-	25,084,823	-	-	1,055,851	-
Food Service	29,082,017	4,041,490	9,897,027	1,020,000	-	13,882,000	240,000	1,500	-	-
Housing	48,525,096	4,071,548	14,972,582	1,104,037	-	28,376,929	-	-	-	-
All Other	28,405,774	3,103,520	8,299,152	214,200	-	16,524,278	-	176,715	87,909	-
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>203,123,753</b>	<b>26,348,656</b>	<b>59,751,311</b>	<b>4,430,191</b>	<b>391,974</b>	<b>107,392,561</b>	<b>2,110,000</b>	<b>809,843</b>	<b>1,889,217</b>	<b>-</b>
<b>GRAND TOTAL</b>	<b>\$996,129,668</b>	<b>165,149,270</b>	<b>267,429,881</b>	<b>27,038,063</b>	<b>8,099,069</b>	<b>460,639,580</b>	<b>22,277,415</b>	<b>17,668,970</b>	<b>20,499,687</b>	<b>7,327,733</b>

**TEXAS STATE UNIVERSITY SYSTEM  
 RECAPITULATION OF EDUCATIONAL & GENERAL BUDGETS  
 YEAR ENDED AUGUST 31, 2015**

	TOTALS	LAMAR					LAMAR	LAMAR STATE COLLEGE		SYSTEM ADMINISTRATION
		UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR	
<b>EDUCATIONAL AND GENERAL Revenue</b>										
Tuition and Fees	\$ 112,020,882	\$ 18,459,000	\$ 31,070,176	\$ 2,472,000	\$ 974,000	\$ 50,915,000	\$ 3,630,000	\$ 2,365,656	\$ 2,135,050	
State Appropriations	331,450,187	60,865,290	76,491,433	15,109,426	5,795,605	133,821,550	12,816,765	10,652,884	13,890,228	2,007,006
Other Revenues	4,327,451	364,000	408,040	25,000	10,000	3,044,000	399,000	7,500	2,511	67,400
<b>Total</b>	<b>\$ 447,798,520</b>	<b>\$ 79,688,290</b>	<b>\$ 107,969,649</b>	<b>\$ 17,606,426</b>	<b>\$ 6,779,605</b>	<b>\$ 187,780,550</b>	<b>\$ 16,845,765</b>	<b>\$ 13,026,040</b>	<b>\$ 16,027,789</b>	<b>\$ 2,074,406</b>
<b>Expenditures</b>										
Resident Instruction	\$ 245,214,193	\$ 47,321,565	\$ 48,669,297	\$ 4,382,743	\$ 809,934	\$ 124,116,224	\$ 6,426,404	\$ 6,484,922	\$ 7,003,104	
Student Services	20,543,564	6,422,137	3,397,627	1,426,944	435,469	6,052,218	580,340	933,718	1,295,111	
Institutional Support and Administration	69,746,838	26,374,305	6,140,396	2,721,627	552,503	16,360,449	2,982,011	2,780,183	4,507,631	7,327,733
Library	11,499,484	2,190,140	2,179,808	405,607	51,000	5,338,057	390,000	384,406	560,466	
Physical Plant	33,384,087	10,101,774	4,740,428	2,050,013	1,162,645	10,569,227	1,238,363	1,163,910	2,357,727	
Special Items	18,679,017	-	7,149,463	4,116,679	2,593,248	3,255,998	1,263,042	-	300,587	
All Other	88,579,025	1,552,783	29,539,237	3,749,199	1,094,880	49,817,975	2,069,000	755,951	-	
<b>Total</b>	<b>487,646,208</b>	<b>93,962,704</b>	<b>101,816,256</b>	<b>18,852,812</b>	<b>6,699,679</b>	<b>215,510,148</b>	<b>14,949,160</b>	<b>12,503,090</b>	<b>16,024,626</b>	<b>7,327,733</b>
<b>Transfers</b>										
Transfers In	101,006,006	23,067,267		3,992,389	1,208,994	64,517,000	1,000,000	1,182,022	1,314,637	4,723,697
Transfers Out	(61,887,948)	(8,792,853)	(6,153,393)	(2,746,003)	(1,288,920)	(36,787,402)	(2,896,605)	(1,704,972)	(1,317,800)	(200,000)
<b>Total</b>	<b>39,118,058</b>	<b>14,274,414</b>	<b>(6,153,393)</b>	<b>1,246,386</b>	<b>(79,926)</b>	<b>27,729,598</b>	<b>(1,896,605)</b>	<b>(522,950)</b>	<b>(3,163)</b>	<b>4,523,697</b>
<b>Change in Fund Balance</b>	<b>\$ (729,630)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(729,630)</b>
<b>Budgeted Fund Balances</b>	<b>(729,630)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(729,630)</b>

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**TEXAS STATE UNIVERSITY SYSTEM  
RECAPITULATION OF DESIGNATED BUDGETS  
YEAR ENDED AUGUST 31, 2015**

DESIGNATED	TOTALS	LAMAR STATE COLLEGE								SYSTEM ADMINISTRATION
		LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	LAMAR INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR	
<b>Revenue</b>										
Fees	400,675,406	70,211,571	106,985,046	6,441,300	1,758,600	200,370,000	6,185,000	4,415,113	4,308,776	
Other Revenues	16,104,428	3,043,500	2,939,144	252,750	-	9,237,200	6,000	600,721	25,113	
<b>Total</b>	<b>416,779,834</b>	<b>73,255,071</b>	<b>109,924,190</b>	<b>6,694,050</b>	<b>1,758,600</b>	<b>209,607,200</b>	<b>6,191,000</b>	<b>5,015,834</b>	<b>4,333,889</b>	<b>0</b>
<b>Expenditures</b>										
Resident Instruction	57,221,963	5,000,466	36,231,098	186,064	2,950	13,508,385	1,235,438	607,753	449,809	
Student Services	12,061,038	1,834,920	4,679,073	93,542	1,764	5,390,536	-	61,203	-	
Institutional Support and Administration	121,298,847	26,414,531	36,215,059	2,655,512	802,574	47,975,032	3,382,817	2,386,370	1,466,952	
Library	11,298,174	-	2,598,682	-	-	8,521,108	-	178,384	-	
Physical Plant	37,594,717	2,085,200	9,030,495	-	-	26,471,522	-	-	7,500	
Special Items	-	-	-	-	-	-	-	-	-	
All Other	65,884,968	9,502,793	17,107,907	819,942	200,128	35,870,288	600,000	1,122,327	661,583	
<b>Total</b>	<b>305,359,707</b>	<b>44,837,910</b>	<b>105,862,314</b>	<b>3,755,060</b>	<b>1,007,416</b>	<b>137,736,871</b>	<b>5,218,255</b>	<b>4,356,037</b>	<b>2,585,844</b>	<b>0</b>
<b>Transfers</b>										
Transfers In	13,921,656	2,500,000	3,626,201	273,942	115,128	6,186,000	540,000	394,178	286,207	
Transfers Out	(126,148,122)	(30,917,161)	(7,688,077)	(3,534,830)	(1,254,994)	(78,056,329)	(1,512,745)	(1,318,975)	(1,865,011)	
<b>Total</b>	<b>(112,226,466)</b>	<b>(28,417,161)</b>	<b>(4,061,876)</b>	<b>(3,260,888)</b>	<b>(1,139,866)</b>	<b>(71,870,329)</b>	<b>(972,745)</b>	<b>(924,797)</b>	<b>(1,578,804)</b>	<b>0</b>
<b>Changes in Fund Balance</b>	<b>\$ (806,339)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (321,898)</b>	<b>\$ (388,682)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (265,000)</b>	<b>\$ 169,241</b>	<b>\$ -</b>
<b>Budgeted Fund Balances</b>	<b>(806,339)</b>	<b>0</b>	<b>0</b>	<b>(321,898)</b>	<b>(388,682)</b>	<b>0</b>	<b>0</b>	<b>(265,000)</b>	<b>169,241</b>	<b>0</b>

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**TEXAS STATE UNIVERSITY SYSTEM  
 RECAPITULATION OF AUXILIARY BUDGETS  
 YEAR ENDED AUGUST 31, 2015**

	TOTALS	LAMAR STATE COLLEGE					LAMAR INSTITUTE OF TECHNOLOGY	LAMAR STATE COLLEGE		SYSTEM ADMINISTRATION
		LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY		ORANGE	PORT ARTHUR	
<b>AUXILIARY Revenue</b>										
Fees	86,359,083	14,355,000	21,906,300	1,479,500	226,000	43,921,000	1,970,000	765,833	1,735,450	
Sales and Services	141,620,206	19,263,000	37,645,011	3,889,250	-	80,503,350	140,000	77,595	102,000	
Other Revenues	3,403,700	845,000	200,000	38,500	6,000	2,313,000	-	1,200	-	
<b>Total</b>	<b>231,382,989</b>	<b>34,463,000</b>	<b>59,751,311</b>	<b>5,407,250</b>	<b>232,000</b>	<b>126,737,350</b>	<b>2,110,000</b>	<b>844,628</b>	<b>1,837,450</b>	<b>0</b>
<b>Expenditures</b>										
Fee Accounts	47,709,899	3,703,263	15,866,476	976,570	391,974	23,524,531	1,870,000	631,628	745,457	
Intercollegiate Athletics	49,400,967	11,428,835	10,716,074	1,115,384	-	25,084,823	-	-	1,055,851	
Food Service	29,082,017	4,041,490	9,897,027	1,020,000	-	13,882,000	240,000	1,500	-	
Housing	48,525,096	4,071,548	14,972,582	1,104,037	-	28,376,929	-	-	-	
All Other	28,405,774	3,103,520	8,299,152	214,200	-	16,524,278	-	176,715	87,909	
<b>Total</b>	<b>203,123,753</b>	<b>26,348,656</b>	<b>59,751,311</b>	<b>4,430,191</b>	<b>391,974</b>	<b>107,392,561</b>	<b>2,110,000</b>	<b>809,843</b>	<b>1,889,217</b>	<b>0</b>
<b>Transfers</b>										
Transfers In	13,077,623	5,933,743	-	549,441	-	5,924,500	-	-	669,939	
Transfers Out	(41,149,494)	(14,048,087)	-	(1,525,738)	-	(25,269,289)	-	(63,215)	(243,165)	
<b>Total</b>	<b>(28,071,871)</b>	<b>(8,114,344)</b>	<b>0</b>	<b>(976,297)</b>	<b>0</b>	<b>(19,344,789)</b>	<b>0</b>	<b>(63,215)</b>	<b>426,774</b>	<b>0</b>
<b>Changes in Fund Balance</b>	<b>\$ 187,365</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 762</b>	<b>\$ (159,974)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (28,430)</b>	<b>\$ 375,007</b>	<b>\$ -</b>
<b>Budgeted Fund Balances</b>	<u>187,365</u>	0	0	762	(159,974)	0	0	(28,430)	375,007	0

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**TEXAS STATE UNIVERSITY SYSTEM**  
**Recapitulation of Budgeted Revenues, Expenditures, Transfers, and Use of Reserves**  
**FISCAL YEAR ENDED AUGUST 31, 2015**

	Revenues	Estimated Budget Requirements	Net Transfers	Change in Fund Balance
<b>Lamar University</b>				
Educational & General	79,688,290	93,962,704	14,274,414	0
Designated	73,255,071	44,837,910	(28,417,161)	0
Auxiliary	34,463,000	26,348,656	(8,114,344)	0
<b>Total</b>	<b>187,406,361</b>	<b>165,149,270</b>	<b>(22,257,091)</b>	<b>0</b>
<b>Sam Houston State University</b>				
Educational & General	107,969,649	101,816,256	(6,153,393)	0
Designated	109,924,190	105,862,314	(4,061,876)	0
Auxiliary	59,751,311	59,751,311	0	0
<b>Total</b>	<b>277,645,150</b>	<b>267,429,881</b>	<b>(10,215,269)</b>	<b>0</b>
<b>Sul Ross State University</b>				
Educational & General	17,606,426	18,852,812	1,246,386	0
Designated	6,694,050	3,755,060	(3,260,888)	(321,898)
Auxiliary	5,407,250	4,430,191	(976,297)	762
<b>Total</b>	<b>29,707,726</b>	<b>27,038,063</b>	<b>(2,990,799)</b>	<b>(321,136)</b>
<b>Sul Ross Rio Grande College</b>				
Educational & General	6,779,605	6,699,679	(79,926)	0
Designated	1,758,600	1,007,416	(1,139,866)	(388,682)
Auxiliary	232,000	391,974	0	(159,974)
<b>Total</b>	<b>8,770,205</b>	<b>8,099,069</b>	<b>(1,219,792)</b>	<b>(548,656)</b>
<b>Texas State University</b>				
Educational & General	187,780,550	215,510,148	27,729,598	0
Designated	209,607,200	137,736,871	(71,870,329)	0
Auxiliary	126,737,350	107,392,561	(19,344,789)	0
<b>Total</b>	<b>524,125,100</b>	<b>460,639,580</b>	<b>(63,485,520)</b>	<b>0</b>
<b>Lamar Institute of Technology</b>				
Educational & General	16,845,765	14,949,160	(1,896,605)	0
Designated	6,191,000	5,218,255	(972,745)	0
Auxiliary	2,110,000	2,110,000	0	0
<b>Total</b>	<b>25,146,765</b>	<b>22,277,415</b>	<b>(2,869,350)</b>	<b>0</b>
<b>Lamar State College-Orange</b>				
Educational & General	13,026,040	12,503,090	(522,950)	0
Designated	5,015,834	4,356,037	(924,797)	(265,000)
Auxiliary	844,628	809,843	(63,215)	(28,430)
<b>Total</b>	<b>18,886,502</b>	<b>17,668,970</b>	<b>(1,510,962)</b>	<b>(293,430)</b>
<b>Lamar State College-Port Arthur</b>				
Educational & General	16,027,789	16,024,626	(3,163)	0
Designated	4,333,889	2,585,844	(1,578,804)	169,241
Auxiliary	1,837,450	1,889,217	426,774	375,007
<b>Total</b>	<b>22,199,128</b>	<b>20,499,687</b>	<b>(1,155,193)</b>	<b>544,248</b>
<b>System Administration</b>				
Educational & General	2,074,406	7,327,733	4,523,697	(729,630)
Designated	0	0	0	0
Auxiliary	0	0	0	0
<b>Total</b>	<b>2,074,406</b>	<b>7,327,733</b>	<b>4,523,697</b>	<b>(729,630)</b>
<b>Totals</b>				
Educational & General	447,798,520	487,646,208	39,118,058	(729,630)
Designated	416,779,834	305,359,707	(112,226,466)	(806,339)
Auxiliary	231,382,989	203,123,753	(28,071,871)	187,365
<b>Total</b>	<b>1,095,961,343</b>	<b>996,129,668</b>	<b>(101,180,279)</b>	<b>(1,348,604)</b>



## LAMAR UNIVERSITY

A Member of The Texas State University System

July 9, 2014

Members of the Board of Regents  
The Texas State University System

Ladies and Gentlemen:

We are pleased to make the following recommendations for the annual budget of Lamar University for the fiscal year starting September 1, 2014. This proposed budget includes all education and general, designated, auxiliary enterprise, and HEAF fund groups.

Highlights of the budget for the upcoming year include:

- The budget was assembled with no projected student credit hour growth.
- The budget was assembled with a 4% increase in student tuition and fees.
- All mission critical programs and services are funded.
- The budget allows for an overall average salary increase of two percent.

Sincerely,

Dr. Kenneth R. Evans  
President

Dr. Cruse Melvin  
Vice President for Finance & Operations

LAMAR UNIVERSITY  
Major Budget Initiatives

FY 2015

The University's budget was prepared assuming level enrollment with FY 2014.

**Revenue Enhancements**

Lamar University's operating budget reflects an increase of \$790,197 in state appropriations for FY 2015.

Increases in Designated Tuition, Student Center, Student Recreation Fee, and Administration Fees approved for Fall 2014 were adjusted to reflect a full year's impact.

More restrictive admission requirements are projected to cause a decrease in first-time entering freshmen which is projected to be offset by increases generated through new graduate-level programs. The budget was assembled with no projected total increase in credit hour growth.

**Expenditure Initiatives**

This budget absorbs a two percent across-the-board salary increase initiated in September 1, 2014.

Expenditure reductions are projected due to a more favorable contract renegotiation with Distance Education and Food Service as well as other changes in the online delivery process.

Significant funds were allocated to scholarships due to both cost increases, as well as, substantially increasing the number of all-expenses paid Mirabeau Scholarships. Mirabeau Scholarships are awarded to high achieving, incoming freshmen with demonstrated leadership potential.

The University continues to focus on supporting its academic/research mission, with particular emphasis on maintaining financial commitments in the following areas:

- Meeting all of the requirements for SACS reaffirmation;
- Continuing support of on-line education courses, including the highly successful Academic Partnership program;
- Promoting student success initiatives, including the Center for Academic Success;
- Providing student financial aid; and
- Supporting technological initiatives, including the replication system in case of a natural disaster.

**Current Fiscal Condition**

Lamar University's current fiscal condition is stable and continues to strengthen. While continued cost reduction is a necessary aspect of our efforts, our focus continues to be one of growth and providing the appropriate infrastructure to provide high quality university education to traditional students from southeast Texas and other students across the state, nation and beyond.

**LAMAR UNIVERISTY**  
Fiscal Year 2014 Operating Budget

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Matrix of Budgeted Expenses Reported by Function	
Administrative Accountability Report	

LAMAR UNIVERSITY

Table A. 1  
Educational and General Funds  
Budgeted Revenues and Transfers  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>REVENUES</b>					
<b>Tuition and Fees</b>					
Tuition and Fees Net of Exemptions and Waivers	\$ 18,459,000	\$ 18,459,000	\$ -	0.00%	
<b>Total Tuition and Fees</b>	<b>\$ 18,459,000</b>	<b>\$ 18,459,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>State Appropriations</b>					
General Revenue Appn. - H.B. 1	\$ 38,500,209	\$ 38,486,987	\$ (13,222)	-0.03%	1
Staff Benefit Appropriations	13,243,951	14,047,370	803,419	6.07%	
HEAF Appropriation	8,330,933	8,330,933	-	0.00%	
<b>Total State Appropriations</b>	<b>\$ 60,075,093</b>	<b>\$ 60,865,290</b>	<b>\$ 790,197</b>	<b>1.32%</b>	
<b>Current Funds</b>					
Investment Income	\$ 30,000	\$ 30,000	\$ -	0.00%	
Sales and Services	260,000	300,000	40,000	15.38%	3
Other Income	34,000	34,000	-	0.00%	
<b>Total Current Funds</b>	<b>\$ 324,000</b>	<b>\$ 364,000</b>	<b>\$ 40,000</b>	<b>12.35%</b>	
<b>TOTAL REVENUES</b>	<b>\$ 78,858,093</b>	<b>\$ 79,688,290</b>	<b>\$ 830,197</b>	<b>1.05%</b>	
<b>TRANSFERS IN</b>					
Designated Tuition	\$ 17,376,381	\$ 18,327,127	\$ 950,746	5.47%	2
Technology Service Charge	4,740,140	4,740,140	0	0.00%	
<b>TOTAL TRANSFERS IN</b>	<b>\$ 22,116,521</b>	<b>\$ 23,067,267</b>	<b>\$ 950,746</b>	<b>4.30%</b>	
<b>BUDGETED FUND BALANCES</b>					
General Revenue Dedicated	\$ -	\$ -	\$ -	-	
<b>BUDGETED FUND BALANCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 100,974,614</b>	<b>\$ 102,755,557</b>	<b>\$ 1,780,943</b>	<b>1.76%</b>	

- 1) Increase in General Appropriations
- 2) Increase in transfers in to supplement E&G
- 3) Increase in records fee

LAMAR UNIVERSITY

Table A. 2  
Educational and General Funds  
Budgeted Expenditures  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>EXPENDITURES</b>					
<b>INSTRUCTION</b>					
Arts and Sciences	\$ 18,925,187	\$ 19,315,451	\$ 390,264	2.06%	1
Business	5,608,302	5,711,907	103,505	1.85%	1
Education and Human Development	7,041,342	7,139,668	98,326	1.40%	1
Engineering	6,949,833	7,050,710	100,877	1.45%	1
Fine Arts and Communications	7,974,369	8,103,929	129,560	1.62%	1
<b>TOTAL RESIDENCE INSTRUCTION</b>	<b>\$ 46,499,033</b>	<b>\$ 47,321,565</b>	<b>\$ 822,532</b>	<b>1.77%</b>	
<b>RESEARCH</b>	<b>\$ 1,204,731</b>	<b>\$ 1,217,387</b>	<b>\$ 12,656</b>	<b>1.05%</b>	
<b>PUBLIC SERVICE</b>	<b>326,128</b>	<b>335,396</b>	<b>9,268</b>	<b>2.84%</b>	<b>1</b>
<b>ACADEMIC SUPPORT</b>					
INSTRUCTIONAL ADMINISTRATION	4,148,341	4,506,350	358,009	8.63%	1
LIBRARY	2,190,140	2,190,140	-	0.00%	
<b>STUDENT SERVICES</b>	<b>6,200,257</b>	<b>6,422,137</b>	<b>221,880</b>	<b>3.58%</b>	<b>1</b>
<b>INSTITUTIONAL SUPPORT</b>	<b>21,619,885</b>	<b>21,867,955</b>	<b>248,070</b>	<b>1.15%</b>	<b>1</b>
<b>PLANT SUPPORT</b>					
Plant Support Services	3,739,793	3,760,598	20,805	0.56%	1,2
Building Maintenance	1,482,569	1,535,931	53,362	3.60%	1
Custodial Services	1,451,540	1,472,784	21,244	1.46%	1
Ground Maintenance	329,521	332,461	2,940	0.89%	
Purchased Utilities	3,000,000	3,000,000	-	0.00%	
<b>TOTAL PLANT SUPPORT</b>	<b>\$ 10,003,423</b>	<b>\$ 10,101,774</b>	<b>\$ 98,351</b>	<b>0.98%</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 92,191,938</b>	<b>\$ 93,962,704</b>	<b>\$ 1,770,766</b>	<b>1.92%</b>	
<b>TRANSFERS OUT</b>					
<b>Non-Mandatory</b>					
HEAF Funds to Plant	\$ 4,340,793	\$ 4,340,793	\$ -	0.00%	
<b>Mandatory</b>					
Tuition Revenue Bond Debt Service	2,441,883	2,452,060	10,177	0.42%	
TPEG	2,000,000	2,000,000	-	0.00%	
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 8,782,676</b>	<b>\$ 8,792,853</b>	<b>\$ 10,177</b>	<b>0.12%</b>	
<b>TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 100,974,614</b>	<b>\$ 102,755,557</b>	<b>\$ 1,780,943</b>	<b>1.76%</b>	

- 1) Increase in salaries and associated benefits; FY15 average of just over 2% faculty and staff raise
- 2) Re-alignment of personnel to appropriate function

## LAMAR UNIVERSITY

**Table B.1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ended August 31, 2015**

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>REVENUES</b>					
<b>Student Tuition and Fees</b>					
Designated Tuition	\$ 53,514,160	\$ 54,799,031	\$ 1,284,871	2.40%	1
Library Fee	4,651,000	4,651,000	-	0.00%	
Technology Fee	7,792,000	7,792,000	-	0.00%	
Distance Education Fee	1,065,000	1,065,000	-	0.00%	
Center for Academic Success	890,000	979,000	89,000	10.00%	2
Miscellaneous Fees	925,540	925,540	-	0.00%	
<b>Total Student Fees</b>	<b>\$ 68,837,700</b>	<b>\$ 70,211,571</b>	<b>\$ 1,373,871</b>	<b>2.00%</b>	
<b>SALES AND SERVICES</b>	<b>\$ 2,623,500</b>	<b>\$ 2,623,500</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>INVESTMENT INCOME</b>	<b>20,000</b>	<b>20,000</b>	<b>-</b>	<b>0.00%</b>	
<b>INDIRECT COST RECOVERIES</b>	<b>400,000</b>	<b>400,000</b>	<b>-</b>	<b>0.00%</b>	
<b>TOTAL REVENUES</b>	<b>\$ 71,881,200</b>	<b>\$ 73,255,071</b>	<b>\$ 1,373,871</b>	<b>1.91%</b>	
<b>TRANSFERS IN</b>					
<b>Non Mandatory Transfers In</b>					
Transfer In Food Service for Scholarships	\$ 500,000	\$ 500,000	\$ -	0.00%	
Transfer In Housing for Scholarships	0	0	-	0.00%	
<b>Mandatory Transfers In</b>					
Educational & General - TPEG	2,000,000	2,000,000	-	0.00%	
<b>TOTAL TRANSFERS IN</b>	<b>\$ 2,500,000</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>BUDGETED FUND BALANCES</b>					
	\$ -	\$ -	\$ -	0.00%	
<b>TOTAL BUDGETED FUND BALANCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 74,381,200</b>	<b>\$ 75,755,071</b>	<b>\$ 1,373,871</b>	<b>1.85%</b>	

- 0

- 1) Designated Tuition increased in Fall 2014 . FY2015 budget reflects and entire year of increase revenue.
- 2) Center for Academic Success program fee revenue increased along with several small miscellaneous fees

LAMAR UNIVERSITY

Table B.2  
Designated Funds  
Budgeted Expenditures  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>EXPENDITURES</b>					
<b>INSTRUCTION</b>					
Arts and Sciences	\$ 1,399,793	\$ 1,399,964	\$ 171	0.01%	
Business	507,297	507,426	129	0.03%	
Education and Human Development	1,062,348	1,064,821	2,473	0.23%	
Distance Education	1,065,000	1,065,000	-	0.00%	
Engineering	349,223	349,548	325	0.09%	
Fine Arts and Communications	540,877	540,130	(747)	-0.14%	
Development	73,577	73,577	-	0.00%	
<b>TOTAL INSTRUCTION</b>	<b>\$ 4,998,115</b>	<b>\$ 5,000,466</b>	<b>\$ 2,351</b>	<b>0.05%</b>	
<b>RESEARCH</b>	<b>\$ 311,240</b>	<b>\$ 311,240</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>PUBLIC SERVICE</b>	<b>674,184</b>	<b>666,239</b>	<b>(7,945)</b>	<b>-1.18%</b>	
<b>ACADEMIC SUPPORT</b>	<b>13,273,724</b>	<b>13,441,395</b>	<b>167,671</b>	<b>1.26%</b>	<b>3</b>
<b>STUDENT SERVICES</b>	<b>1,786,505</b>	<b>1,834,920</b>	<b>48,415</b>	<b>2.71%</b>	<b>1</b>
<b>INSTITUTIONAL SUPPORT</b>	<b>12,844,525</b>	<b>12,973,136</b>	<b>128,611</b>	<b>1.00%</b>	<b>1</b>
<b>OPERATION AND MAINTENANCE OF PLANT</b>	<b>2,095,423</b>	<b>2,085,200</b>	<b>(10,223)</b>	<b>-0.49%</b>	<b>1,2</b>
<b>SCHOLARSHIPS</b>					
T-PEG	2,000,000	2,000,000	-	0.00%	
Designated Tuition Setaside	3,400,000	3,400,000	-	0.00%	
Other	3,125,314	3,125,314	-	0.00%	
<b>SCHOLARSHIPS T-PEG</b>	<b>\$ 8,525,314</b>	<b>\$ 8,525,314</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 44,509,030</b>	<b>\$ 44,837,910</b>	<b>\$ 328,880</b>	<b>0.74%</b>	
<b>TRANSFERS OUT</b>					
<b>Non Mandatory</b>					
<b>Designated Tuition</b>					
Education and General	\$ 17,376,381	\$ 18,327,127	\$ 950,746	5.47%	3
Auxiliary	709,704	709,704	-	0.00%	
Athletics	5,224,039	5,224,039	-	0.00%	
System Office Support	756,028	846,751	90,723	12.00%	3
Debt Service Retirement	215,878	219,399	3,521	1.63%	4
<b>Technology Fee</b>					
Education and General	2,550,140	2,550,140	-	0.00%	
<b>Library Fee</b>					
Education and General	2,190,000	2,190,000	-	0.00%	
<b>Mandatory</b>					
Transfer Out B-On-Time to THECB	850,000	850,000	-	0.00%	
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 29,872,170</b>	<b>\$ 30,917,161</b>	<b>\$ 1,044,991</b>	<b>3.50%</b>	
<b>TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 74,381,200</b>	<b>\$ 75,755,071</b>	<b>\$ 1,373,871</b>	<b>1.85%</b>	

- 1) Increase in salaries and associated benefits
- 2) Reallocation of Police expenditures to reflect change in duties
- 3) Change in the need of operation support
- 4) Additional debt service retirement

LAMAR UNIVERSITY

Table C. 1  
Auxiliary Funds  
Budgeted Revenues and Transfers  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>NON-PLEDGED REVENUE</b>					
<b>STUDENT FEES</b>					
Student Service Fee	\$ 5,060,000	\$ 5,060,000	\$ -	0.00%	
Parking	936,000	936,000	0	0.00%	
Other Fees	200,000	200,000	0	0.00%	
<b>TOTAL STUDENT FEES</b>	<b>\$ 6,196,000</b>	<b>\$ 6,196,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>SALES AND SERVICES</b>					
Bookstore	\$ 300,000	\$ 300,000	\$ -	0.00%	
Athletics	2,381,000	2,381,000	0	0.00%	
Other	371,000	371,000	0	0.00%	
<b>TOTAL SALES AND SERVICES</b>	<b>\$ 3,052,000</b>	<b>\$ 3,052,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>GIFTS AND DONATIONS</b>	<b>\$ 845,000</b>	<b>\$ 845,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>TOTAL NON-PLEDGED REVENUE</b>	<b>\$ 10,093,000</b>	<b>\$ 10,093,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>PLEDGED REVENUE</b>					
<b>STUDENT FEES</b>					
Athletic Fee	\$ 2,134,000	\$ 2,660,000	\$ 526,000	24.65%	1
Health Center Fee	1,046,000	1,092,500	46,500	4.45%	1
Setzer Center Fee	2,250,000	2,250,000	-	0.00%	
Recreation Fee	2,110,000	2,156,500	46,500	2.20%	1
<b>TOTAL STUDENT FEES</b>	<b>\$ 7,540,000</b>	<b>\$ 8,159,000</b>	<b>\$ 619,000</b>	<b>8.21%</b>	
<b>SALES AND SERVICES</b>					
Food Service	\$ 4,376,000	\$ 6,550,000	\$ 2,174,000	49.68%	1
Housing	9,564,000	9,661,000	97,000	1.01%	1
<b>TOTAL SALES AND SERVICES</b>	<b>\$ 13,940,000</b>	<b>\$ 16,211,000</b>	<b>\$ 2,271,000</b>	<b>16.29%</b>	
<b>TOTAL PLEDGED REVENUE</b>	<b>\$ 21,480,000</b>	<b>\$ 24,370,000</b>	<b>\$ 2,890,000</b>	<b>13.45%</b>	
<b>TOTAL PLEDGED AND NON PLEDGED REVENUE</b>	<b>\$ 31,573,000</b>	<b>\$ 34,463,000</b>	<b>\$ 2,890,000</b>	<b>9.15%</b>	
<b>TRANSFERS IN</b>					
Designated	\$ 5,933,743	\$ 5,933,743	\$ -	0.00%	
<b>TOTAL TRANSFERS IN</b>	<b>\$ 5,933,743</b>	<b>\$ 5,933,743</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 37,506,743</b>	<b>\$ 40,396,743</b>	<b>\$ 2,890,000</b>	<b>7.71%</b>	

0

1) Athletic Fee, Health Center Fee and Recreation Fee increased in Fall 2014 . FY2015 budget reflects and entire year of increase revenue.

LAMAR UNIVERSITY

Table C. 2  
Auxiliary Funds  
Budgeted Expenditures  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>EXPENDITURES</b>					
Athletics	\$ 11,525,583	\$ 11,428,835	\$ (96,748)	-0.84%	1
University Press	195,418	192,271	(3,147)	-1.61%	1
Health Center	1,272,388	1,271,424	(964)	-0.08%	1
Recreational Sports	1,590,173	1,585,142	(5,031)	-0.32%	1
Bookstore	170,488	129,512	(40,976)	-24.03%	3
Parking	100,000	100,000	-	0.00%	
Campus Security	90,100	159,507	69,407	77.03%	2
Montagne Center	138,363	139,228	865	0.63%	2
Summer Clinics	205,000	205,000	-	0.00%	
Orientation	163,000	163,000	-	0.00%	
Music and Band	327,192	327,192	-	0.00%	
Setzer Student Center	746,697	746,697	-	0.00%	
Main Dining Hall	4,041,490	4,041,490	-	0.00%	
Housing	4,069,609	4,071,548	1,939	0.05%	4
Career and Testing Center	444,953	460,294	15,341	3.45%	2
Student Government Association	70,000	70,000	-	0.00%	
Other	1,249,604	1,257,516	7,912	0.63%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 26,400,058</b>	<b>\$ 26,348,656</b>	<b>\$ (51,402)</b>	<b>-0.19%</b>	
<b>TRANSFERS OUT</b>					
Non Mandatory					
Transfer Out to Designated for Scholarships	\$ 500,000	\$ 500,000	\$ -	0.00%	
Transfer Out to Construction	1,483,303	4,494,719	3,011,416	203.02%	5
Retirement of Debt					
Athletic Complex	1,733,456	1,735,518	2,062	0.12%	
Dining Hall	334,510	334,098	(413)	-0.12%	
Cardinal Village V	5,494,391	5,500,490	6,099	0.11%	
Recreational Sports Center	1,561,025	1,483,263	(77,763)	-4.98%	
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 11,106,685</b>	<b>\$ 14,048,087</b>	<b>\$ 2,941,402</b>	<b>26.48%</b>	
<b>TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 37,506,743</b>	<b>\$ 40,396,743</b>	<b>\$ 2,890,000</b>	<b>7.71%</b>	

- 0

- 1) Decrease in salaries and associated benefits through personnel changes; 2% increase for staff for fy 2015
- 2) 2% increase for staff for fy 2015
- 3) Reallocation of services, moved to Designated
- 4) Increase in the cost of facilities and security at Cardinal Village
- 5) Increase in amount available to transfer to construction for renovation of Student Setzer Center, Softball Field and Track Renovation

# LAMAR UNIVERSITY

**Table D  
Higher Education Assistance Funds  
Year Ended August 31, 2015**

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
<b>EDUCATION AND GENERAL FUNDS</b>				
Academic Services	\$ 1,600,000	\$ 1,600,000	\$ -	0.00%
Library	2,190,140	2,190,140	0	0.00%
Administration	200,000	200,000	0	0.00%
<b>TOTAL EDUCATIONAL AND GENERAL</b>	<b>\$ 3,990,140</b>	<b>\$ 3,990,140</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TRANSFERS OUT</b>				
Non Mandatory Transfer to Plant Funds	4,340,793	4,340,793	\$ -	0.00%
<b>TOTAL PLANT FUNDS</b>	<b>\$ 4,340,793</b>	<b>\$ 4,340,793</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TOTAL BUDGETED HEAF Funds</b>	<b>\$ 8,330,933</b>	<b>\$ 8,330,933</b>	<b>\$ -</b>	<b>0.00%</b>

## HEAF SUMMARY

Estimated Balance 09-01-14	\$ 8,908,195
Appropriations	8,330,933
<b>Total Funding Available</b>	<b>\$ 17,239,128</b>
<b>Budgeted Expenditures:</b>	
Education and General	\$ 3,990,140
Construction	7,977,379
<b>Total Expenditures</b>	<b>11,967,519</b>
Estimated Balance 08-31-2015	<b>\$ 5,271,609</b>

LAMAR UNIVERSITY

Table G.1  
 Auxiliary Operations  
 Intercollegiate Athletics  
 Year Ended August 31, 2015

	MEN'S ATHLETICS				
	FOOTBALL	BASKETBALL	BASEBALL	TRACK	OTHER
<b>REVENUE</b>					
Sales and Services					
Game Tickets	\$ 700,000	\$ 200,000	\$ 35,000	\$ -	\$ -
Game Guarantees	600,000	225,000			
Parking	135,000	6,000			
Suites	150,000				
<b>MENS ATHLETIC BUDGETED REVENUE</b>	<b>\$ 1,585,000</b>	<b>\$ 431,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES</b>					
Salaries	\$ 771,452	\$ 528,802	\$ 237,654	\$ 57,096	\$ 151,973
Fringe Benefits	199,403	100,435	60,109	23,200	38,572
Travel	300,000	236,000	145,000	70,000	98,000
Scholarships	1,200,000	240,000	200,000	170,000	220,000
Other Maintenance and Operating	450,000	137,000	94,500	23,000	22,000
<b>MENS ATHLETIC BUDGETED EXPENDITURES</b>	<b>\$ 2,920,855</b>	<b>\$ 1,242,237</b>	<b>\$ 737,263</b>	<b>\$ 343,296</b>	<b>\$ 530,545</b>
	<b>WOMENS ATHLETICS</b>				
	VOLLEYBALL	BASKETBALL	SOCCER	SOFTBALL	OTHER
<b>REVENUE</b>					
Sales and Services					
Gate Receipts	\$ 2,500	\$ 15,000	\$ 1,500	\$ 6,000	\$ -
Game Guarantees		55,000			
<b>WOMENS ATHLETIC BUDGETED REVENUE</b>	<b>\$ 2,500</b>	<b>\$ 70,000</b>	<b>\$ 1,500</b>	<b>\$ 6,000</b>	<b>\$ -</b>
<b>EXPENDITURES</b>					
Salaries	\$ 64,260	\$ 277,680	\$ 78,778	\$ 85,344	\$ 76,536
Fringe Benefits	33,804	32,435	29,574	24,301	47,571
Travel	95,000	162,000	98,000	92,000	147,000
Scholarships	200,000	325,000	260,000	205,000	465,000
Other Maintenance and Operating	14,500	105,000	30,000	99,500	52,300
<b>WOMENS ATHLETIC BUDGETED EXPENDITURES</b>	<b>\$ 407,564</b>	<b>\$ 902,115</b>	<b>\$ 496,352</b>	<b>\$ 506,145</b>	<b>\$ 788,407</b>

# LAMAR UNIVERSITY

Table G.1  
**Auxiliary Operations  
 Intercollegiate Athletics  
 Year Ended August 31, 2015**

## TOTAL ATHLETIC BUDGETED REVENUES AND EXPENDITURES

	MENS ATHLETICS	WOMENS ATHLETICS	ADMINISTRATION	GRAND TOTAL
<b>REVENUE</b>				
<b>Sales and Services</b>				
Game Tickets	\$ 935,000	\$ 25,000	\$ -	\$ 960,000
Game Guarantees	825,000	55,000		880,000
Parking/Souvenirs	141,000		50,000	191,000
Conference	150,000		200,000	350,000
Other			-	-
<b>Total Sales and services</b>	<b>\$ 2,051,000</b>	<b>\$ 80,000</b>	<b>\$ 250,000</b>	<b>\$ 2,381,000</b>
Student Athletic Fees	\$ -	\$ -	2,660,000	2,660,000
Student Service Fees			2,675,000	2,675,000
Designated Tuition			5,224,039	5,224,039
Gifts and Donations			845,000	845,000
<b>TOTAL ATHLETIC BUDGETED REVENUE</b>	<b>\$ 2,051,000</b>	<b>\$ 80,000</b>	<b>\$ 11,654,039</b>	<b>\$ 13,785,039</b>
<b>EXPENDITURES</b>				
Salaries	\$ 1,746,977	\$ 582,598	\$ 1,743,021	\$ 4,072,596
Fringe Benefits	421,719	167,685	237,073	826,477
Travel	849,000	594,000	47,000	1,490,000
Scholarships	2,030,000	1,455,000	58,900	3,543,900
Other Maintenance and Operating	726,500	301,300	1,090,810	2,118,610
Debt Service			1,733,456	1,733,456
<b>TOTAL ATHLETIC BUDGETED EXPENDITURES</b>	<b>\$ 5,774,196</b>	<b>\$ 3,100,583</b>	<b>\$ 4,910,260</b>	<b>\$ 13,785,039</b>

A	B	C	D	E	F	G	H	I	J	K	L	M
Name	Position	Funding Source	Salary (09/01/14)	Percentage Increase Over FY 2014	Cash Bonuses	Practice Plan Benefits	Housing Allowance	Car Allowance	Other	Non-Cash Compensation	Total Compensation	Explanation / Comments
Kenneth Evans	President	General Revenue Designated Non-Cash	\$ 65,945 341,055	0.00% 2.95%	-	-	-	12,000	-	-	65,945 353,055	On-Campus Housing
	Total		\$ 407,000	2.95%	-	-	-	12,000	-	18,000	437,000	
Victor Zaloom	Associate Dean, College of Engineering	General Revenue	\$ 226,161	7.83%	-	-	-	-	-	-	226,161	New Responsibilities
	Total		\$ 226,161	7.83%	-	-	-	-	-	-	226,161	
Stephen A. Doblin	Provost & Vice President for Academic Affairs	General Revenue	\$ 215,730	2.00%	-	-	-	-	-	-	215,730	
	Total		\$ 215,730	2.00%	-	-	-	-	-	-	215,730	
Cruse Melvin	VP for Finance and Operations	General Revenue	\$ 208,692	5.40%	-	-	-	-	-	-	208,692	New Responsibilities
	Total		\$ 208,692	5.40%	-	-	-	-	-	-	208,692	
Enrique Venta	Dean, College of Business	General Revenue	\$ 194,838	2.00%	-	-	-	-	-	-	194,838	
	Total		\$ 194,838	2.00%	-	-	-	-	-	-	194,838	
Victor McNeil	Vice President for Student Affairs	General Revenue	\$ 170,340	100.00%	-	-	-	-	-	-	170,340	New Hire
	Total		\$ 170,340	100.00%	-	-	-	-	-	-	170,340	
Brenda Nichols	Dean, College of Arts & Sciences	General Revenue	\$ 163,340	2.00%	-	-	-	-	-	-	163,340	
	Total		\$ 163,340	2.00%	-	-	-	-	-	-	163,340	
Hollis Lowery-Moore	Dean, College of Education & Human Development	General Revenue	\$ 162,046	0.00%	-	-	-	-	-	-	162,046	
	Total		\$ 162,046	0.00%	-	-	-	-	-	-	162,046	
Kevin B. Smith	Senior Associate Provost	General Revenue	\$ 159,008	2.00%	-	-	-	-	-	-	159,008	
	Total		\$ 159,008	2.00%	-	-	-	-	-	-	159,008	
Priscilla A. Parsons	Vice President for Information Technologies / CIO	General Revenue	\$ 158,508	-8.59%	-	-	-	-	-	-	158,508	Reduction of Assignments
	Total		\$ 158,508	-8.59%	-	-	-	-	-	-	158,508	
Raymond Woodard	Head Football Coach Mens	Auxiliary	\$ 158,508	2.00%	-	-	-	-	-	-	158,508	
	Total		\$ 158,508	2.00%	-	-	-	-	-	-	158,508	
Russ S. Gritz	Dean, College of Fine Arts and Communication	General Revenue	\$ 154,438	2.00%	-	-	-	-	-	-	154,438	
	Total		\$ 154,438	2.00%	-	-	-	-	-	-	154,438	
Peter Wehner	Associate Provost for Research and SPA	General Revenue	\$ 153,000	100.00%	-	-	-	-	-	-	153,000	New Hire
	Total		\$ 153,000	100.00%	-	-	-	-	-	-	153,000	
William Harn	Dean of Graduate Studies	General Revenue	\$ 139,242	2.00%	-	-	-	-	-	-	139,242	Promotion
	Total		\$ 139,242	2.00%	-	-	-	-	-	-	139,242	

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	Non-Salary Benefits FY 2014					L Total Compensation	M Explanation / Comments	
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			K Non-Cash Compensation
Vicky Farrow	Executive Director of OAAP/ SACS/ Professor	General Revenue Total	\$ 137,184 \$ 137,184	2.00% 2.00%							\$ 137,184 \$ 137,184	
William Holmes	Associate Dean, College of Education & Human Development	General Revenue Total	\$ 136,734 \$ 136,734	2.00% 2.00%							\$ 136,734 \$ 136,734	
Hsing-Wei Chu	Chairman, Mechanical Engineering	General Revenue Total	\$ 136,431 \$ 136,431	2.00% 2.00%							\$ 136,431 \$ 136,431	
Oney Fitzpatrick	Associate Provost Student Retention	General Revenue Total	\$ 133,388 \$ 133,388	2.00% 2.00%							\$ 133,388 \$ 133,388	
Juan Zabala	VP for University Advancement	General Revenue Total	\$ 130,667 \$ 130,667	2.00% 2.00%							\$ 130,667 \$ 130,667	Promotion
Michael Ruland	Associate Vice President for Facilities	General Revenue Total	\$ 130,500 \$ 130,500	100.00% 100.00%							\$ 130,500 \$ 130,500	New Hire
Harley Myler	Professor/Chair	General Revenue Total	\$ 128,848 \$ 128,848	1.93% 1.93%							\$ 128,848 \$ 128,848	
Robert Yuan	Professor/Chair	General Revenue Total	\$ 128,804 \$ 128,804	2.02% 2.02%							\$ 128,804 \$ 128,804	
Kakoli Bandyopadhyay	Chair, Information Systems Analysis	General Revenue Total	\$ 128,027 \$ 128,027	2.20% 2.20%							\$ 128,027 \$ 128,027	
Gisele Moss	Chairman, Economics and Finance	General Revenue Total	\$ 127,443 \$ 127,443	2.20% 2.20%							\$ 127,443 \$ 127,443	
Norman J. Bellard	Senior Associate VP for Residence Life	Auxiliary Total	\$ 127,008 \$ 127,008	2.00% 2.00%							\$ 127,008 \$ 127,008	
Jason Mixon	Chairman/Assoc Professor	General Revenue Total	\$ 126,598 \$ 126,598	32.21% 32.21%							\$ 126,598 \$ 126,598	New duties of Chair
Steven McCrary	Director of Construction Management	General Revenue Total	\$ 125,989 \$ 125,989	2.00% 2.00%							\$ 125,989 \$ 125,989	
Brian Nabeig	Chairman/Professor	General Revenue Total	\$ 124,226 \$ 124,226	2.00% 2.00%							\$ 124,226 \$ 124,226	
Joseph Nordgren	Associate Dean, College of Arts & Sciences	General Revenue Total	\$ 125,249 \$ 125,249	2.00% 2.00%							\$ 125,249 \$ 125,249	

Institution Code: 734

Institution Name: Lamar University

A	B	C	D	E	F	G	H	I	J	K	L	M
Name	Position	Funding Source	Salary (09/01/14)	Percentage Salary Increase Over FY 2014	Cash Bonuses	Practice Plan Benefits	Housing Allowance	Car Allowance	Other	Non-Cash Compensation	Total Compensation	Explanation / Comments
George Price	Head Basketball Coach	Auxiliary	\$ 122,400	51.11%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,400	New Responsibilities
		Total	\$ 122,400	51.11%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,400	Promotion
Jason Henderson	Athletic Director	Auxiliary	\$ 122,094	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,094	
		Total	\$ 122,094	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,094	
Eileen Curl	Professor/Chair	General Revenue	\$ 120,779	1.34%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,779	
		Total	\$ 120,779	1.34%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,779	
Paula Nichols	Executive Director, Distance Learning	General Revenue	\$ 120,429	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,429	
		Total	\$ 120,429	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,429	
Kevin Dodson	Director of Honors Program	General Revenue	\$ 119,857	37.33%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,857	Promotion
		Total	\$ 119,857	37.33%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,857	
James Gilligan	Head Baseball Coach	Auxiliary	\$ 117,420	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,420	
		Total	\$ 117,420	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,420	
Sherry W. Benoit	Associate VP Enrollment Management	General Revenue	\$ 116,892	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,892	
		Total	\$ 116,892	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,892	
Kabir C. Sen	Chairman, Management and Marketing	General Revenue	\$ 115,230	2.20%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,230	
		Total	\$ 115,230	2.20%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,230	
Twila Baker	Associate Vice President for Finance, Controller	General Revenue	\$ 114,263	28.21%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,263	New Responsibilities
		Total	\$ 114,263	28.21%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,263	Promotion
Charles Allen	Chair/Professor	General Revenue	\$ 111,306	1.99%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,306	
		Total	\$ 111,306	1.99%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,306	
Thomas C. Ho	Chairman/Professor	General Revenue	\$ 110,673	2.02%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,673	
		Total	\$ 110,673	2.02%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,673	
Brian R. Biggin	Director of Internal Audit	General Revenue	\$ 110,160	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,160	
		Total	\$ 110,160	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,160	
David Carroll	Director, Library Services	Designated	\$ 106,096	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,096	
		Total	\$ 106,096	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,096	
Jeff Dyson	Director MBA Program	General Revenue	\$ 105,041	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,041	
		Total	\$ 105,041	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,041	
Laurie L. Ritchel	Associate Director for Development	General Revenue	\$ 103,502	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,502	
		Total	\$ 103,502	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,502	

Institution Code: 734

Institution Name: Lamar University

A Name	B Position	C Funding Source	D Salary [09/01/14]	E Percentage Salary Increase Over FY 2014	Non-Salary Benefits FY 2014					L Total Compensation	M Explanation / Comments	
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			K Non-Cash Compensation
Bertha M. Fregia	Associate Vice President for Human Resources	General Revenue Total	\$ 102,751	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,751	
			\$ 102,751	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,751	
Robin Harmony	Head Women's Basketball Coach	Auxiliary Total	\$ 102,000	4.72%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,000	
			\$ 102,000	4.72%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,000	
Jason Goodrich	Chief of Police	General Revenue Total	\$ 100,429	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,429	
			\$ 100,429	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,429	
Ted Stuberfield	Director of TX Academy Lead Humanities	General Revenue Total	\$ 98,165	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,165	
			\$ 98,165	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,165	
Brian Sattler	Director of Public Relations	General Revenue Auxiliary Total	\$ 90,916	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,916	
			\$ 7,053	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,053	
			\$ 97,969	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,969	
Stefan Andrei	Chair/Associate Professor	General Revenue Total	\$ 97,002	1.87%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,002	
			\$ 97,002	1.87%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,002	
Donna Quebedeaux	Associate Controller	General Revenue Total	\$ 96,084	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,084	
			\$ 96,084	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,084	
Shellee M. Richter	Sr. Director Enterprise Systems	General Revenue Total	\$ 95,622	6.77%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,622	
			\$ 95,622	6.77%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,622	
Stuart A. Wright	Interim Chair/Professor	General Revenue Total	\$ 93,584	1.55%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,584	
			\$ 93,584	1.55%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,584	
Jimmie L Jordan	Chairman/Professor	General Revenue Total	\$ 93,075	1.55%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,075	
			\$ 93,075	1.55%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,075	
Katherine Downing	Special Assistant to President	Designated Total	\$ 91,800	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,800	New Hire
			\$ 91,800	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,800	
Linda Robinson	Professor/Asst to Dean	General Revenue Total	\$ 91,800	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,800	New Hire
			\$ 91,800	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,800	
T. A. Minchew	Director of Assessment	General Revenue Total	\$ 91,066	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,066	
			\$ 91,066	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,066	
Dale E. Cook	Sr. Director of Banner Systems	Designated Total	\$ 90,882	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,882	
			\$ 90,882	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,882	
Tom D. Conley	Sr. Director Project Planning,	General Revenue Total	\$ 87,761	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,761	

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	Non-Salary Benefits FY 2014					L Total Compensation	M Explanation / Comments	
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			K Non-Cash Compensation
Management and Assessment												
Scott Deppe	Director of Bands	General Revenue	\$ 86,109	5.79%	-	-	-	-	-	-	\$ 86,109	
	Total		\$ 86,109	5.79%	-	-	-	-	-	-	\$ 86,109	
Diane Thibodeaux	Assistant VP for Administration	General Revenue	\$ 86,022	2.00%	-	-	-	-	-	-	\$ 86,022	
	Total		\$ 86,022	2.00%	-	-	-	-	-	-	\$ 86,022	
Baraka Crayton	Director of Residence Life	Auxiliary	\$ 85,184	2.00%	-	-	-	-	-	-	\$ 85,184	
	Total		\$ 85,184	2.00%	-	-	-	-	-	-	\$ 85,184	
Jean Andrews	Int. Chairman, Deaf Studies and Education	General Revenue	\$ 85,042	5.06%	-	-	-	-	-	-	\$ 85,042	New Responsibilities
	Total		\$ 85,042	5.06%	-	-	-	-	-	-	\$ 85,042	
Katrina Brent	Sr. Director Engineering Outreach	General Revenue	\$ 85,172	2.00%	-	-	-	-	-	-	\$ 85,172	
	Total		\$ 85,172	2.00%	-	-	-	-	-	-	\$ 85,172	
James Rush	Director of Academic Services	General Revenue	\$ 84,560	2.00%	-	-	-	-	-	-	\$ 84,560	
	Total		\$ 84,560	2.00%	-	-	-	-	-	-	\$ 84,560	
Prabhu Pilli	Lead Database Administrator	Designated	\$ 84,048	2.00%	-	-	-	-	-	-	\$ 84,048	
	Total		\$ 84,048	2.00%	-	-	-	-	-	-	\$ 84,048	
Paul Nicoletto	Chair/Professor	General Revenue	\$ 83,662	2.17%	-	-	-	-	-	-	\$ 83,662	
	Total		\$ 83,662	2.17%	-	-	-	-	-	-	\$ 83,662	
Kristie Young	Assoc Director Development	General Revenue	\$ 83,640	100.00%	-	-	-	-	-	-	\$ 83,640	New Hire
	Total		\$ 83,640	100.00%	-	-	-	-	-	-	\$ 83,640	
Shawn Gray	Director of Student Health	Auxiliary	\$ 83,599	2.00%	-	-	-	-	-	-	\$ 83,599	
	Total		\$ 83,599	2.00%	-	-	-	-	-	-	\$ 83,599	
Art Simpson	Director of Recreational Sports	Auxiliary	\$ 82,801	2.00%	-	-	-	-	-	-	\$ 82,801	
	Total		\$ 82,801	2.00%	-	-	-	-	-	-	\$ 82,801	
David McQuay	Director of Small Business Center	General Revenue	\$ 82,742	2.00%	-	-	-	-	-	-	\$ 82,742	
	Total		\$ 82,742	2.00%	-	-	-	-	-	-	\$ 82,742	
James Anderson	Chair/Professor	General Revenue	\$ 82,480	1.98%	-	-	-	-	-	-	\$ 82,480	
	Total		\$ 82,480	1.98%	-	-	-	-	-	-	\$ 82,480	
Eric Brown	Director Criminal Justice	General Revenue	\$ 81,782	2.00%	-	-	-	-	-	-	\$ 81,782	
	Total		\$ 81,782	2.00%	-	-	-	-	-	-	\$ 81,782	
Deena Conley	Chairman/Professor	General Revenue	\$ 81,621	100.00%	-	-	-	-	-	-	\$ 81,621	New Hire
	Total		\$ 81,621	100.00%	-	-	-	-	-	-	\$ 81,621	

A Name	B Position	C Funding Source	D		E						F						M Explanation / Comments		
			Salary (09/01/14)	Percentage Salary Increase Over FY 2014	Cash Bonuses	Practice Plan Benefits	Housing Allowance	Car Allowance	Other	Non-Cash Compensation	Total Compensation	F	G	H	I	J		K	L
Anthony Anderson	Assistant Basketball Coach	Auxiliary	\$ 81,621	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,621	New Hire
	Total		\$ 85,200	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,200	
Larry Kueck	Assistant Football Coach	Auxiliary	\$ 81,600	3.42%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,600	
	Total		\$ 81,600	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,600	
Craig McCallion	Assistant Football Coach	Auxiliary	\$ 81,600	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,600	New Hire
	Total		\$ 81,600	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,600	
Donna Meeks	Chairman/Professor	General Revenue	\$ 81,340	2.01%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,340	
	Total		\$ 81,340	2.01%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,340	
Carl J Sheperis	Chair/Associate Professor	General Revenue	\$ 80,498	2.03%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,498	
	Total		\$ 80,498	2.03%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,498	
Dana Bartlett	Director of Undergraduate Advisement	General Revenue	\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
	Total		\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
Gregory Fisher	Auditor	General Revenue	\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
	Total		\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
Nancy Gail Davis	Dir Contracts and Grants	General Revenue	\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
	Total		\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
Richard Cummings	Information Technology Auditor	General Revenue	\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
	Total		\$ 80,478	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,478	
John Boatwright	Chair/Professor	General Revenue	\$ 79,820	2.23%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,820	
	Total		\$ 79,820	2.23%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,820	
Hector Flores	Assistant Chief of Police	General Revenue	\$ 79,560	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,560	New Hire
	Total		\$ 79,560	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,560	
Michael Wallace	Director	General Revenue	\$ 78,930	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,930	
	Total		\$ 78,930	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,930	
Helene Hill	Associate Athletic Director	Auxiliary	\$ 78,917	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,917	
	Total		\$ 78,917	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,917	
Franklin Thornton	Special Assistant to AVP Facilities	General Revenue	\$ 78,767	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,767	
	Total		\$ 78,767	2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,767	
Terri Davis	Chair/Associate Professor	General Revenue	\$ 78,555	2.32%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,555	New duties of Chair

Institution Code: 734

Institution Name: Lamar University

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	Non-Salary Benefits FY 2014					L Total Compensation	M Explanation / Comments	
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			K Non-Cash Compensation
Melissa Gallien	Director of Admissions	General Revenue	\$ 78,526	2.00%							\$ 78,526	
		Total	\$ 78,526	2.00%							\$ 78,526	
Jill Rowley	Director of Financial Aid	General Revenue	\$ 77,957	2.00%							\$ 77,957	
		Total	\$ 77,957	2.00%							\$ 77,957	
O'Brien Stanley	Chair/Professor	General Revenue	\$ 77,607	2.13%							\$ 77,607	
		Total	\$ 77,607	2.13%							\$ 77,607	
Monica Harn	Chair/Associate Professor	General Revenue	\$ 77,456	2.11%							\$ 77,456	
		Total	\$ 77,456	2.11%							\$ 77,456	
Kurt Gilman	Chair/Associate Professor	General Revenue	\$ 77,309	1.97%							\$ 77,309	
		Total	\$ 77,309	1.97%							\$ 77,309	
John Senuardi	Dir-IT Customer Services	Designated	\$ 75,888	2.00%							\$ 75,888	
		Total	\$ 75,888	2.00%							\$ 75,888	
Sean Patrick Stewart	Director-IT Infrastructure	General Revenue	\$ 75,888	2.00%							\$ 75,888	
		Total	\$ 75,888	2.00%							\$ 75,888	
Srinivasa Varadaraj	Director-IT Data Security	Designated	\$ 75,888	2.00%							\$ 75,888	
		Total	\$ 75,888	2.00%							\$ 75,888	
Kathy Russell	Associate Director Human Resources	General Revenue	\$ 75,624	2.00%							\$ 75,624	
		Total	\$ 75,624	2.00%							\$ 75,624	
Mary Scheer	Chair/Professor	General Revenue	\$ 75,478	9.87%							\$ 75,478	New Duties of Chair
		Total	\$ 75,478	9.87%							\$ 75,478	
Spencer Sims	Director of Finance	General Revenue	\$ 77,957	2.00%							\$ 77,957	
		Total	\$ 77,957	2.00%							\$ 77,957	

Lamar University  
 Matrix of Budgeted Operating Expenses Reported by Function  
 For the Fiscal Year Ended August 31, 2015

Operating Expenses	Instruction	Research	Hospitals and Clinics	Public Service	Academic Support	Student Services	Institutional Support	Operation and Maintenance of Plant	Scholarship and Fellowships	Auxiliary Enterprises	Depreciation and Amortization*	Total Budgeted Expenses
Cost of Goods Sold	39,956,699	287,061		397,599	6,462,524	4,926,614	14,370,234		6,048,174	7,193,900		79,643,085
Salaries and Wages	7,284,202	70,672		106,064	1,622,363	1,814,520	9,786,900		2,210,854	1,554,604		24,452,179
Payroll Related Costs				160,000	7,125,000		3,200,000					10,485,000
Professional Fees and Services												
Federal Grant Pass-Through Expense												
State Grant Pass-Through Expense												
Travel	566,945	137,327		6,000	281,950	182,700	161,700		16,000	1,627,322		2,941,944
Materials and Supplies												
Communications and Utilities									3,000,000			3,000,000
Repairs and Maintenance												
Rentals and Leases												
Printing and Reproduction												
Depreciation and Amortization*												
Bad Debt Expense												
Interest	35,000											
Scholarships									8,525,314	3,796,500		12,797,814
Claims and Judgments												
Other Operating Expenses	4,479,429	1,033,567		295,972	4,666,048	1,353,223	6,917,267		910,412	12,174,330		31,829,298
Total Operating Expenses	52,921,565	1,528,627		1,001,635	20,137,885	8,257,057	34,841,091		12,187,440	26,945,656		165,149,270



# Sam Houston State University

*A Member of The Texas State University System*

## OFFICE OF THE PRESIDENT

Dana L. Gibson

July 9, 2014

Board of Regents  
The Texas State University System

The Honorable Regents:

Sam Houston State University submits the fiscal year 2015 Annual Operating Budget using the previously approved tuition and fee rates and the recently enacted state appropriations from the 83<sup>rd</sup> Legislature. The budget includes educational and general, designated, and auxiliary enterprise activities and is balanced between revenue and expenses with no supplements from fund balance reserves. The following are the new initiatives and highlights of the 2015 budget.

### **Enrollment Outlook:**

During fiscal year 2014, SHSU grew by almost four percent for the Fall 2013 semester to 19,210 students. This growth in enrollment resulted in the largest enrollment in SHSU's history. For the fiscal year 2015 budget, SHSU prepared the budget on flat enrollment growth to provide a conservative budget given the volatility associated with student applications and enrollment across Texas and the United States along with unknown variables associated with the impact of waivers and exemptions on tuition and fee revenue. This budget method along with approved tuition and fee increases did provide a pool for new initiatives and a salary merit pool for faculty and staff.

### **Educational & General Appropriated Funds:**

The appropriated general revenue increased for fiscal year 2015 by a nominal amount (approximately \$60,000). This will be used in conjunction with the GR Dedicated increase of approximately \$1.2 million for faculty salary increases.

### **Designated Funds:**

The Designated Funds budget includes projected revenue increases from the Board approved designated tuition rates.

### **Major Budgeted Initiatives:**

- The budget provides for a 3% merit pool for qualified employees that performed satisfactorily during fiscal year 2014.
- Seventeen new faculty positions were added to accommodate past enrollment growth.
- The budget includes significant investment in faculty and other costs for Health Science/Nursing programs in the College of Health Sciences to accommodate rapid growth in these areas.
- Funding has been allocated for the bond payment on the Pirkle Agriculture, Science & Engineering Technology Building.

*Sam Houston State University is an Equal Opportunity/Affirmative Action Institution*

- The budget provides for funding to enhance academic program operational costs as well as planning and assessment.
- Funding for university marketing, communications, student, and finance functions is also included.
- Increased scholarship allocations for increased costs of attendance.

**Auxiliary Funds:**

The auxiliary budget for FY2015 shows increases related to the Board approved rates for housing and parking operations.

**Conclusion:**

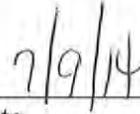
Sam Houston State University's financial health is excellent, and our enrollment is strong with additional increases anticipated in the coming year. We will end fiscal year 2014 in sound financial condition. The budget for fiscal year 2015 is a foundation for the continued growth of Sam Houston State University and the success of our students.

This budget has been carefully prepared to the best of our knowledge and abilities. Your approval is respectfully requested.

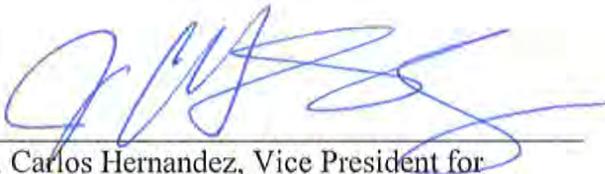
Sincerely,



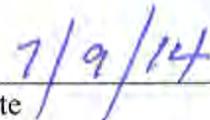
Dána L. Gibson, PhD, President



Date



J. Carlos Hernandez, Vice President for  
Finance & Operations



Date

**SAM HOUSTON STATE UNIVERSITY**

**July 9, 2014**

Sam Houston State University employees who will be provided perquisites during FY2015 in addition to their salary/wage base are as follows:

<u>Name</u>	<u>Annual Estimated Value/Cost</u>	<u>Perquisites</u>
a) Dr. Dana Gibson, President (Perquisites for FY 2015 are anticipated to be approved by the Board of Regents at the August, 2014 meeting)	\$ 12,000 \$ 25,000 \$ 10,000 \$ 4,000	University Provided Vehicle Housing Allowance Maid Srvc-20hrs/wk or less Grounds Srvc-8hrs/wk or less
b) Kurt (KC) Keeler, Head Football Coach	\$ 9,600	Courtesy Car
c) Bobby Williams, Athletic Director	\$ 9,600	Courtesy Car
d) Jason Hooten, Head Basketball Coach	\$ 9,600	Courtesy Car
e) Phillip Longo, Asst. Football Coach	\$ 9,600	Courtesy Car

**SAM HOUSTON STATE UNIVERSITY**

**Table A -1  
Educational & General Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY2014 APPROVED BUDGET</b>	<b>FY 2015 PROPOSED BUDGET</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>REVENUES</b>					
Tuition and Fees					
Tuition	\$26,865,000	\$28,167,200	\$1,302,200	4.85%	
Graduate Tuition	2,350,000	2,336,000	(14,000)	-0.60%	
Lab Fees	162,000	176,476	14,476	8.94%	
Other Fees	354,162	390,500	36,338	10.26%	
<b>Total Tuition and Fees</b>	<b>\$29,731,162</b>	<b>\$31,070,176</b>	<b>\$1,339,014</b>	<b>4.50%</b>	
State Appropriations					
General Revenue Appropriation - HB 1	\$43,504,925	\$43,564,016	\$59,091	0.14%	
Less: General Revenue Reduction	0	0	\$0		
Staff Benefit Appropriation	13,885,541	14,951,554	1,066,013	7.68%	
HEAF Appropriation	11,893,110	11,893,110	0	0.00%	
LEMIT Appropriation	5,016,195	3,759,000	(1,257,195)	-25.06%	(1)
Other Appropriations	22,000	22,000	0	0.00%	
CMIT-Criminal Justice Center	2,708,813	2,024,000	(684,813)	-25.28%	(1)
Research Development Fund	277,753	277,753	0	0.00%	
<b>Total State Appropriations</b>	<b>\$77,308,337</b>	<b>\$76,491,433</b>	<b>(\$816,904)</b>	<b>-1.06%</b>	
Current Funds					
Investment Income	150,000	150,000	0	0.00%	
Sales and Services	70,000	70,000	0	0.00%	
Other Income	210,725	188,040	(22,685)	-10.77%	
<b>Total Current Funds</b>	<b>\$430,725</b>	<b>\$408,040</b>	<b>(\$22,685)</b>	<b>-5.27%</b>	
<b>TOTAL REVENUES</b>	<b>\$107,470,224</b>	<b>\$107,969,649</b>	<b>\$499,425</b>	<b>0.46%</b>	
<b>TOTAL BUDGETED REVENUES AND TRANSFERS</b>	<b>\$107,470,224</b>	<b>\$107,969,649</b>	<b>\$499,425</b>	<b>0.46%</b>	

**SAM HOUSTON STATE UNIVERSITY**

**Table A 1  
Educational & General Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015**

<b>NOTES</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT CHANGED</b>	<b>Explanations</b>
	<b>REVENUES</b>		
(1)	LEMIT Appropriation	(\$1,257,195)	Decrease in Appropriation
	CMIT-Criminal Justice Center	(\$684,813)	Decrease in Appropriation

**SAM HOUSTON STATE UNIVERSITY**

**Table A 2  
Educational & General Funds  
Budgeted Expenditures  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY 2014 APPROVED BUDGET</b>	<b>FY 2015 PROPOSED BUDGET</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>RESIDENT INSTRUCTION</b>					
College of Sciences	10,477,073	10,145,229	(\$331,844)	-3.17%	
College of Business Administration	7,986,687	8,204,127	\$217,440	2.72%	
College of Criminal Justice	4,239,499	4,587,030	\$347,531	8.20%	
College of Education	7,034,493	7,195,183	\$160,690	2.28%	
College of Humanities & Social Sciences	10,621,438	10,628,791	\$7,353	0.07%	
College of Health Sciences	0	1,360,936	\$1,360,936	100.00%	(1)
College of Fine Arts and Mass Communication	5,816,523	6,057,095	\$240,572	4.14%	
Other Programs-Vice President Academic Affairs	277,129	490,906	\$213,777	77.14%	(2)
Reserves	0	0	0	-100.00%	
<b>TOTAL RESIDENT INSTRUCTION</b>	<b>\$46,452,842</b>	<b>48,669,297</b>	<b>\$2,216,455</b>	<b>4.77%</b>	
<b>INSTRUCTIONAL ADMINISTRATION</b>	<b>2,581,367</b>	2,789,038	<b>\$207,671</b>	8.05%	
<b>ORGANIZED ACTIVITIES</b>	<b>86,885</b>	86,885	<b>\$0</b>	0.00%	
<b>RESEARCH</b>	<b>375,574</b>	388,555	<b>\$12,981</b>	3.46%	
<b>LIBRARY</b>	<b>2,134,072</b>	2,179,808	<b>\$45,736</b>	2.14%	
<b>PLANT SUPPORT - INFRASTRUCTURE</b>					
Physical Plant Support	1,510,485	1,553,191	\$42,706	2.83%	
Building Maintenance	2,205,160	1,977,620	(\$227,540)	-10.32%	
Custodial Services	429,907	442,804	\$12,897	3.00%	
Grounds Maintenance	720,093	766,813	\$46,720	6.49%	
<b>TOTAL PLANT SUPPORT</b>	<b>\$4,865,645</b>	<b>4,740,428</b>	<b>(\$125,217)</b>	<b>-2.57%</b>	
<b>STUDENT SERVICES</b>	<b>3,668,243</b>	<b>3,397,627</b>	<b>(\$270,616)</b>	-7.38%	
<b>INSTITUTIONAL SUPPORT</b>	<b>3,606,883</b>	<b>3,351,358</b>	<b>(\$255,525)</b>	-7.08%	
<b>STAFF BENEFITS</b>	<b>16,124,051</b>	<b>17,078,687</b>	<b>\$954,636</b>	5.92%	
<b>SPECIAL ITEMS</b>	<b>9,281,121</b>	<b>7,149,463</b>	<b>(\$2,131,658)</b>	-22.97%	(3)
<b>OTHER APPROPRIATIONS</b>	<b>112,698</b>	<b>92,000</b>	<b>(\$20,698)</b>	-18.37%	
<b>HIGHER EDUCATION ASSISTANCE FUND</b>	<b>11,893,110</b>	<b>11,893,110</b>	<b>\$0</b>	0.00%	
<b>TRANSFER OUT</b>					
TPEG	3,615,149	3,626,201	\$11,052	0.31%	
Revenue Bond Debt Services	2,672,584	2,527,192	(\$145,392)	-5.44%	
<b>HEAF</b>	<b>0</b>	<b>0</b>	<b>\$0</b>		
<b>TOTAL TRANSFER OUT</b>	<b>6,287,733</b>	<b>6,153,393</b>	<b>(134,340)</b>	<b>-2.14%</b>	
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$107,470,224</b>	<b>107,969,649</b>	<b>\$499,425</b>	<b>0.46%</b>	

**SAM HOUSTON STATE UNIVERSITY**

**Table A 2  
Educational & General Funds  
Budgeted Expenditures  
Year Ending August 31, 2015**

<u>NOTES</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT CHANGED</u>	<u>EXPLANATIONS</u>
(1)	College of Health Sciences	\$1,360,936	New college - expenses gradually increasing
(2)	Other Programs-Vice President - Academic Affairs	\$213,777	Added positions in Associate VPAA area.
(3)	Special Items	(\$2,131,658)	Decrease in FY 15 Budget due to decrease in Appropriation.

**SAM HOUSTON STATE UNIVERSITY**

**Table B 1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY 2014 PROPOSED BUDGET</b>	<b>FY 2015 PROPOSED BUDGET</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>REVENUES</b>					
Designated Tuition	\$66,168,549	\$72,146,825	\$5,978,276	9.03%	
Technology Use Fee	\$13,210,748	\$13,816,398	605,650	4.58%	
Nursing Program Fee	\$0	\$224,000	224,000	100.00%	(1)
Distance Learning Fee	\$7,764,083	\$8,637,607	873,524	11.25%	(2)
Advisement Fee	\$2,567,664	\$2,809,759	242,095	9.43%	
Admissions Application Fee	\$540,000	\$580,000	40,000	7.41%	
Installment Payment Fee	\$443,043	\$525,000	81,957	18.50%	
Records Fee	\$496,929	\$510,865	13,936	2.80%	
Library Fee	\$2,277,715	\$2,302,733	25,018	1.10%	
Recreation Fee	\$4,188,780	\$4,015,473	(173,307)	-4.14%	
University Center Fee	\$1,250,000	\$1,273,242	23,242	1.86%	
International Education Fee	\$82,821	\$85,144	2,323	2.80%	
Returned Check Fee	\$14,500	\$15,000	500	3.45%	
Deficiency Plan Fee	\$1,000	\$1,000	0	0.00%	
Indirect Cost Recovery	\$450,000	\$450,000	0	0.00%	
International Study Fee	\$39,600	\$42,000	2,400	6.06%	
Other Income	\$ 2,857,787.00	\$2,489,144	(368,643)	-12.90%	(3)
<b>TOTAL REVENUES</b>	<b>\$102,353,219</b>	<b>\$109,924,190</b>	<b>\$7,570,971</b>	<b>7.40%</b>	
<b>TRANSFERS IN</b>					
Educational and General - TPEG Scholarships	\$3,615,149	\$3,626,201	\$11,052	0.31%	
<b>TOTAL TRANSFERS IN</b>	<b>\$3,615,149</b>	<b>\$3,626,201</b>	<b>\$11,052</b>	<b>0.31%</b>	
<b>BUDGETED FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	
<b>TOTAL BUDGETED FUNDS</b>	<b>\$105,968,368</b>	<b>\$113,550,391</b>	<b>\$7,582,023</b>	<b>7.15%</b>	

**SAM HOUSTON STATE UNIVERSITY**

**Table B 1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015**

<u>NOTES</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT CHANGED</u>	<u>EXPLANATION</u>
<b>REVENUES</b>			
(1)	Nursing Program Fee	\$224,000	New board approved fee - approved at Feb 2014 board meeting.
(2)	Distance Learning Fee	873,524	Increase in enrollment of Distance Learning students.
(3)	Other Income	(\$368,643)	Decreased income based on actuals in FY 14.

**SAM HOUSTON STATE UNIVERSITY**

**Table B 2  
Designated Funds  
Budgeted Expenditures  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY 2014 PROPOSED BUDGET</b>	<b>FY 2015 PROPOSED BUDGET</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>INSTRUCTION</b>					
Academic Departments	20,242,974	22,650,263	2,407,289	11.89%	(1)
Advising Center	2,567,664	2,809,759	242,095	9.43%	
Distance Learning	7,764,083	8,637,607	873,524	11.25%	(2)
The Woodlands Campus (formerly Montgomery Center)	1,796,000	1,617,116	(178,884)	-9.96%	
University Park (formerly Tomball Center)	557,369	516,353	(41,016)	-7.36%	
<b>TOTAL INSTRUCTION</b>	<b>\$32,928,090</b>	<b>\$36,231,098</b>	<b>\$3,303,008</b>	<b>10.03%</b>	
<b>RESEARCH</b>					
Research and Sponsored Programs	442,646	452,000	9,354	2.11%	
Administrative Costs (ICR)	225,000	225,000	0	0.00%	
Other Indirect Cost Recovery	225,000	225,000	0	0.00%	
<b>TOTAL RESEARCH</b>	<b>\$892,646</b>	<b>\$902,000</b>	<b>\$9,354</b>	<b>1.05%</b>	
<b>PUBLIC SERVICE</b>					
Law Enforcement & CJ Programs	51,500	0	(51,500)	-100.00%	
Museum	80,899	81,835	936	1.16%	
Camps & Correspondence	265,057	184,123	(80,934)	-30.53%	
<b>TOTAL PUBLIC SERVICE</b>	<b>\$397,456</b>	<b>\$265,958</b>	<b>(\$131,498)</b>	<b>-33.08%</b>	
<b>ACADEMIC SUPPORT</b>					
Undergraduate Programs	316,200	325,686	9,486	3.00%	
Graduate Support	259,343	369,076	109,733	42.31%	(3)
International Services	276,237	284,524	8,287	3.00%	
Academic Departments	2,485,525	2,656,645	171,120	6.88%	
Information Services	13,516,478	9,904,694	(3,611,784)	-26.72%	(4)
Institutional Research & Assessment	356,407	369,594	13,187	3.70%	
<b>TOTAL ACADEMIC SUPPORT</b>	<b>\$17,210,190</b>	<b>\$13,910,219</b>	<b>(\$3,299,971)</b>	<b>-19.17%</b>	
<b>STUDENT SERVICES</b>					
Disability Services	298,436	301,550	3,114	1.04%	
Administration	153,822	161,096	7,274	4.73%	
Counseling	126,000	200,954	74,954	59.49%	
Recreation	4,188,780	4,015,473	(173,307)	-4.14%	
<b>TOTAL STUDENT SERVICES</b>	<b>\$4,767,038</b>	<b>\$4,679,073</b>	<b>(\$87,965)</b>	<b>-1.85%</b>	
<b>LIBRARY</b>					

**Table B 2**  
**Designated Funds**  
**Budgeted Expenditures**  
**Year Ending August 31, 2015**

ITEM DESCRIPTION	FY 2014 PROPOSED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
Library	2,561,948	2,598,682	36,734	1.43%	
<b>TOTAL LIBRARY</b>	<b>\$2,561,948</b>	<b>\$2,598,682</b>	<b>\$36,734</b>	<b>1.43%</b>	
<b>PLANT SUPPORT</b>					
Operations	4,231,374	4,466,784	235,410	5.56%	
Purchased Utilities	4,130,533	4,133,711	3,178	0.08%	
Insurance-TSUS Share	430,000	430,000	0	0.00%	
<b>TOTAL PLANT SUPPORT</b>	<b>\$8,791,907</b>	<b>\$9,030,495</b>	<b>\$238,588</b>	<b>2.71%</b>	
<b>INSTITUTIONAL SUPPORT</b>					
Enrollment Management	1,420,745	1,704,935	284,190	20.00%	(5)
Financial Operations	4,777,526	5,220,852	443,326	9.28%	
Records and Financial Aid	1,241,488	1,277,119	35,631	2.87%	
Advancement and Alumni	1,977,963	2,365,648	387,685	19.60%	(6)
Other Administrative Units	7,190,691	11,736,286	4,545,595	63.21%	(7)
<b>TOTAL INSTITUTIONAL SUPPORT</b>	<b>\$16,608,413</b>	<b>\$22,304,839</b>	<b>\$5,696,426</b>	<b>34.30%</b>	
<b>SCHOLARSHIPS/FELLOWSHIPS</b>					
Financial Aid Set-Aside	6,044,200	6,624,800	580,600	9.61%	
TPEG	8,715,149	9,315,149	600,000	6.88%	
<b>TOTAL SCHOLARSHIPS/FELLOWSHIPS</b>	<b>\$14,759,349</b>	<b>\$15,939,949</b>	<b>\$1,180,600</b>	<b>8.00%</b>	
<b>TRANSFER OUT</b>					
TSUS	1,054,964	1,150,000	95,036	9.01%	
Debt	5,996,367	6,538,077	541,710	9.03%	
<b>TOTAL TRANSFER OUT</b>	<b>7,051,331</b>	<b>7,688,077</b>	<b>636,746</b>	<b>100.00%</b>	
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$105,968,368</b>	<b>\$113,550,391</b>	<b>\$7,582,023</b>	<b>7.15%</b>	

**SAM HOUSTON STATE UNIVERSITY**

**Table B 2  
Designated Funds  
Budgeted Expenditures  
Year Ending August 31, 2015**

<b>NOTES</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT CHANGED</b>	<b>EXPLANATIONS</b>
<b>INSTRUCTION</b>			
(1)	Academic Departments	\$2,407,289	Increased funding to this area from Designated Tuition to fund new initiatives.
(2)	Distance Learning	\$873,524	Increased enrollment of Distance Learning students.
<b>ACADEMIC SUPPORT</b>			
(3)	Graduate Support	\$109,733	Increased funding to this area from Designated Tuition to fund new initiatives.
(4)	Information Services	(\$3,611,784)	Information Technology expenses realigned to Program Code 60.
<b>INSTITUTIONAL SUPPORT</b>			
(5)	Enrollment Management	284,190	Increased funding to this area from Designated Tuition to fund new initiatives.
(6)	Advancement and Alumni	387,685	Increased funding to this area from Designated Tuition to fund new initiatives.
(7)	Other Administrative Units	4,545,595	Expenses realigned to Program Code 60.

**SAM HOUSTON STATE UNIVERSITY**

**Table C1  
Auxiliary Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY 2014 PROPOSED BUDGET</b>	<b>FY 2015 PROPOSED BUDGET</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>AUXILIARIES</b>					
<b>REVENUES</b>					
Fees					
Medical Service Fee	\$2,796,849	\$2,796,955	106	0.00%	
Athletic Fee	\$7,568,375	\$8,195,324	626,949	8.28%	
LSC Fee	\$3,902,580	\$3,729,273	(173,307)	-4.44%	
Student Service Fee	\$7,019,412	\$7,184,748	\$165,336	2.36%	
<b>Total Fees</b>	<b>\$21,287,216</b>	<b>\$21,906,300</b>	<b>\$619,084</b>	<b>2.91%</b>	
Sales and Services					
University Clinic	\$80,000	\$80,000	0	0.00%	
Clinic Pharmacy	\$80,000	\$80,000	0	0.00%	
Athletics	\$2,093,000	\$2,380,750	\$287,750	13.75%	(1)
LSC Game Room	\$40,000	\$40,000	0	0.00%	
Rodeo Activities	\$40,000	\$40,000	0	0.00%	
Parent Weekend	\$15,000	\$15,000	0	0.00%	
Legal Services	\$500	\$500	0	0.00%	
Bearkat One-Card Services	\$710,571	\$729,154	18,583	2.62%	
Housing	\$14,402,069	\$14,972,582	570,513	3.96%	
Dining	\$9,211,241	\$9,897,027	685,786	7.45%	
Vending Machine Funds	\$410,648	\$410,648	0	0.00%	
Houstonian	\$80,000	\$80,000	0	0.00%	
University Kindergarten	\$1,000	\$500	(500)	-50.00%	
Graduate School Banking	\$9,550	\$49,550	40,000	418.85%	
Recreational Sports/Athletics Advertisi	\$200	\$200	0	0.00%	
University Hotel	\$1,100,000	\$1,100,000	0	0.00%	
Center for Professional Development	\$37,000	\$37,000	0	0.00%	
Continuing Education	\$175,000	\$175,000	0	0.00%	
Diplomas and Transcripts	\$250,000	\$250,000	0	0.00%	
I E Materials Fund	\$350	\$350	0	0.00%	
University Mail Services	\$12,000	\$14,000	2,000	16.67%	
English as a Second Language	\$564,100	\$500,500	(63,600)	-11.27%	
Raven Nest Golf Course	\$925,000	\$925,000	0	0.00%	
SHSU Freshman Orientation	\$390,000	\$390,000	0	0.00%	
Sam Houston Home and Grounds	\$40,000	\$40,000	0	0.00%	
Surplus - Scrap Materials	\$24,000	\$30,000	6,000	25.00%	
Student Program Development	\$1,000	\$1,000	0	0.00%	
Thesis Binding	\$15,000	\$12,000	(3,000)	-20.00%	
Smith-Hutson Banking	\$40,000	\$40,000	0	0.00%	
Testing Center	\$100,000	\$120,000	20,000	20.00%	
Cheerleading, Music Camps	\$60,000	\$60,000	0	0.00%	

Dietetic Internship Program	\$3,000	\$4,000	1,000	33.33%	
Xerox Machine - Library	\$60,000	\$60,000	0	0.00%	
CJ International Field Schools	\$35,000	\$0	(35,000)	-100.00%	
Center for Research-Ed.D.	\$2,550	\$500	(2,050)	-80.39%	
Agriculture Annual Judging Con	\$6,000	\$6,000	0	0.00%	
Ag Shortcourses	\$3,000	\$3,000	0	0.00%	
School Administration Workshop	\$1,000	\$1,000	0	0.00%	
Library Science Conferences	\$5,000	\$5,000	0	0.00%	
Academic Challenge	\$6,600	\$0	(6,600)	-100.00%	
Office of Alumni Relations	\$368,000	\$403,000	35,000	9.51%	
CJ Summer Camp	\$45,000	\$50,000	5,000	11.11%	
Sam Houston Press	\$751,576	\$206,000	(545,576)	-72.59%	(2)
Parking	\$1,800,000	\$1,940,000	140,000	7.78%	
Crimes	\$1,445,000	\$1,564,000	119,000	8.24%	
Stadium Operations	\$50,000	\$50,000	0	0.00%	
Bearkat Camp	\$10,000	\$10,000	0	0.00%	
Athletics Concessions	\$95,000	\$90,000	(5,000)	-5.26%	
General Business Conference	\$12,000	\$19,000	7,000	58.33%	
Phd Counselor Ed Application	\$1,050	\$500	(550)	-52.38%	
Let's Talk Program	\$35,000	\$35,000	0	0.00%	
COE District Educator of Year	\$3,000	\$3,000	0	0.00%	
University Bookstore	\$350,000	\$350,000	0	0.00%	
VRC Annual Event Fund	\$6,000	\$6,000	0	0.00%	
SO States Comm Assn	\$1,000	\$3,000	2,000	200.00%	
Boy Scout Conference	\$15,000	\$12,000	(3,000)	-20.00%	
CJC Fee Based Programs	\$300,000	\$332,000	32,000	10.67%	
Chick-Fil-A-Leadercast	\$21,250	\$21,250	0	0.00%	
<b>Total Sales and Services</b>	<b>\$36,338,255</b>	<b>\$37,645,011</b>	<b>\$1,306,756</b>	<b>3.60%</b>	
<b>Investment Income-Interest</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>0.00%</b>	
<b>TOTAL REVENUES</b>	<b>\$57,825,471</b>	<b>\$59,751,311</b>	<b>\$1,925,840</b>	<b>3.33%</b>	
<b>TRANSFERS IN</b>					
From Designated Funds					
in Support of Athletics					
Athletics-Capital Project	\$0	\$0	\$0	0.00%	
Athletics-Scholarships	0	0	0	0.00%	
<b>TOTAL TRANSFERS IN</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	
<b>BUDGETED FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	
<b>TOTAL AUXILIARIES</b>	<b>\$57,825,471</b>	<b>\$59,751,311</b>	<b>\$1,925,840</b>	<b>3.33%</b>	

SAM HOUSTON STATE UNIVERSITY

Table C 1  
Auxiliary Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015

NOTES	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATIONS
(1)	Athletics	\$287,750	Increased income estimate based on actuals in FY 14.
(2)	Sam Houston Press	(\$545,576)	Decreased income estimate based on department move to Internal Service Fund on Designated Tuition.

**SAM HOUSTON STATE UNIVERSITY**

**Table C2  
Auxiliary Funds  
Budgeted Expenditures  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY 2014 PROPOSED BUDGET</b>	<b>FY 2015 PROPOSED BUDGET</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>AUXILIARIES</b>					
<b>Student Service Fee</b>					
Non-Athletics Accounts	7,074,912	7,240,248	\$165,336	2.34%	
<b>Total Student Service Fee</b>	<b>\$7,074,912</b>	<b>\$7,240,248</b>	<b>\$165,336</b>	<b>2.34%</b>	
<b>Athletics-Other Revenue and Designated</b>					
Tuition Support	2,238,000	2,520,750	\$282,750	12.63%	<b>(1)</b>
Medical Service Fee	2,956,849	2,956,955	\$106	0.00%	
Athletic Fee	7,568,375	8,195,324	\$626,949	8.28%	
Lowman Student Center Fee	3,902,580	3,729,273	(\$173,307)	-4.44%	
Barkat One-Card Services	710,571	729,154	\$18,583	2.62%	
Housing	14,402,069	14,972,582	\$570,513	3.96%	
Dining	9,211,241	9,897,027	\$685,786	7.45%	
Vending	410,648	410,648	\$0	0.00%	
Houstonian	80,000	80,000	\$0	0.00%	
University Hotel	1,100,000	1,100,000	\$0	0.00%	
Continuing Education	175,000	175,000	\$0	0.00%	
Diplomas and Transcripts	250,000	250,000	\$0	0.00%	
University Mail Services	12,000	14,000	\$2,000	16.67%	
Raven Nest Golf Course	925,000	925,000	\$0	0.00%	
Freshman Orientation	390,000	390,000	\$0	0.00%	
Music Camps	60,000	60,000	\$0	0.00%	
Xerox-Library	60,000	60,000	\$0	0.00%	
Office of Alumni Relations	368,000	403,000	\$35,000	9.51%	
Sam Houston Press	751,576	206,000	(\$545,576)	-72.59%	<b>(2)</b>
Parking and Public Safety	1,800,000	1,940,000	\$140,000	7.78%	
Crimes	1,445,000	1,564,000	\$119,000	8.24%	
CJC Fee Based Programs	380,000	382,000	\$2,000	0.53%	
Interest on Time Deposits	200,000	200,000	\$0	0.00%	
Other Programs	1,353,650	1,350,350	(\$3,300)	-0.24%	
<b>TOTAL AUXILIARY FUNDS EXPENDITURES</b>	<b>\$57,825,471</b>	<b>59,751,311</b>	<b>\$1,925,840</b>	<b>3.33%</b>	

**SAM HOUSTON STATE UNIVERSITY**

**Table C 2  
Auxiliary Funds  
Budgeted Expenditures  
Year Ending August 31, 2015**

<b>NOTES</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT CHANGED</b>	<b>EXPLANATIONS</b>
<b>AUXILIARIES</b>			
(1)	Athletics-Other Revenue and Designated	\$282,750	Expenditure authority was increased based on increase in revenue.
(2)	Sam Houston Press	(\$545,576)	Decreased revenue estimate due to department moving to Internal Service Fund on Designated Tuition.

**SAM HOUSTON STATE UNIVERSITY**

**Table D  
Higher Education Assistance Fund (HEAF)  
Year Ending August 31, 2015**

<b>ITEM DESCRIPTION</b>	<b>FY 2014 PROPOSED AMOUNT</b>	<b>FY 2015 PROPOSED AMOUNT</b>	<b>AMOUNT CHANGED</b>	<b>PERCENT CHANGED</b>	<b>NOTES</b>
<b>EDUCATIONAL AND GENERAL</b>					
Capital Equipment-Non Academic					
Departments E&G	\$ 176,900	\$ 221,530	\$44,630	20.15%	
Academic Capital Equipment	\$ 1,998,465	\$ 1,500,000	(498,465)	-33.23%	(1)
Research and Sponsored Programs;	\$ -	\$ -			
Matching Capital Equipment	\$ -	\$ -	0	-100.00%	
Educational Assistance-	\$ -	\$ -			
Computer Services	\$ 4,000,000	\$ 4,500,000	500,000	11.11%	(2)
Library	\$ 1,201,535	\$ 1,201,535	0	0.00%	
Renovations-E&G Annual	\$ -	\$ -	0	0.00%	
Maintenance	\$ -	\$ -	0	0.00%	
<b>TOTAL EDUCATIONAL AND GENERAL</b>	<b>\$7,376,900</b>	<b>\$7,423,065</b>	<b>\$46,165</b>	<b>0.63%</b>	
<b>DESIGNATED FUNDS</b>					
<b>TOTAL DESIGNATED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	
<b>PLANT FUNDS</b>					
<b>TOTAL PLANT FUNDS</b>	<b>\$4,516,210</b>	<b>\$4,470,045</b>	<b>(\$46,165)</b>	<b>-1.03%</b>	
<b>TOTAL BUDGETED HEAF</b>	<b>\$11,893,110</b>	<b>\$11,893,110</b>	<b>\$0</b>	<b>0.00%</b>	

*Note: HEAF is totally budgeted in Educational and General Funds. For Financial Report purposes appropriate amounts are shown as transfers to Unexpended Plant Funds.*

**HEAF SUMMARY**

Estimated Balance 09-01-13	<u>\$0</u>
Appropriations	<u>\$11,893,110</u>
Budgeted Expenditures	
Educational & General	(\$7,423,065)
Plant Funds	(\$4,470,045)
Total Budgeted Expenditures	<u>(\$11,893,110)</u>
Estimated Balance 08-31-14	<u>\$0</u>

**SAM HOUSTON STATE UNIVERSITY**

**Table D**  
**Higher Education Assistance Fund (HEAF)**  
**Year Ending August 31, 2015**

<b>NOTES</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT CHANGED</b>	<b>EXPLANATIONS</b>
(1)	Academic Capital Equipment	(498,465)	Decreased budget based on request.
(2)	Computer Services	500,000	Increased budget based on request.

**Table G1  
Auxiliary Enterprises Operations**

Year Ending August 31, 2015

ITEM DESCRIPTION	MEN					WOMEN				
	FOOTBALL	BASKETBALL	BASEBALL	TRACK	OTHER	BASKETBALL	VOLLEYBALL	SOFTBALL	TRACK	OTHER
<b>Sales and Service</b>										
Gate Receipts	\$434,800	\$50,000	\$50,000	\$0	\$0	\$5,000	\$4,200	\$6,000	\$0	\$0
Game Guarantees	\$500,000	\$185,000	\$0	\$0	\$0	\$45,750	\$0	\$0	\$0	\$0
Concessions	\$50,000	\$0	\$25,000	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0
<b>Other</b>										
Advertising					\$300,000					\$100,000
Licensing Fees					\$75,000					\$25,000
Camps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NCAA Revenue Sharing					\$300,000					\$300,000
Stadium Operations					\$40,000					\$10,000
<b>Total Sales and Services</b>	<b>\$984,800</b>	<b>\$235,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$715,000</b>	<b>\$50,750</b>	<b>\$4,200</b>	<b>\$21,000</b>	<b>\$0</b>	<b>\$435,000</b>
Designated Tuition					\$1,149,500					\$1,149,500
Athletic Fee					\$4,097,662					\$4,097,662
Gifts and Contracts										
Investments/Endowments										
Capital Expenditures										
<b>TOTAL BUDGETED FUNDS</b>	<b>\$984,800</b>	<b>\$235,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$5,962,162</b>	<b>\$50,750</b>	<b>\$4,200</b>	<b>\$21,000</b>	<b>\$0</b>	<b>\$5,682,162</b>
<b>EXPENDITURES</b>										
Salaries	\$885,044	\$257,088	\$206,712	\$84,177	\$924,581	\$217,629	\$106,437	\$105,789	\$84,177	\$1,113,866
Fringe Benefits (Longevity)	\$258,174	\$75,712	\$60,785	\$22,482	\$229,581	\$63,957	\$31,569	\$30,498	\$22,482	\$287,030
Travel	\$150,000	\$125,000	\$100,000	\$62,500	\$32,750	\$70,000	\$50,000	\$70,000	\$62,500	\$162,750
Scholarships	\$1,254,960	\$258,960	\$233,064	\$250,992	\$159,360	\$298,800	\$239,040	\$239,040	\$358,560	\$734,520
Other Maintenance & Operating	\$310,000	\$150,000	\$50,000	\$25,000	\$1,048,545	\$102,438	\$30,000	\$80,000	\$25,000	\$1,213,525
Capital Expenditure										
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$2,858,178</b>	<b>\$866,760</b>	<b>\$650,561</b>	<b>\$445,151</b>	<b>\$2,394,817</b>	<b>\$752,824</b>	<b>\$457,046</b>	<b>\$525,327</b>	<b>\$552,719</b>	<b>\$3,511,691</b>
	<b>TOTAL MEN</b>	<b>TOTAL WOMEN</b>	<b>OTHER ACTIVITIES</b>	<b>ADMIN</b>	<b>GRAND TOTAL</b>	<b>INTERCOLLEGIATE ATHLETICS SUMMARY</b>				
<b>REVENUES</b>										
<b>Sales &amp; Services</b>						Estimated Balance 09-01-14				
Gate Receipts	\$534,800	\$15,200	\$0	\$0	\$550,000					
Games Guarantees	\$685,000	\$45,750	\$0	\$0	\$730,750	Revenues				
Concessions	\$75,000	\$15,000	\$0	\$0	\$90,000					
Other	\$0	\$0	\$500,000	\$0	\$500,000	Expenditures				
NCAA Revenue Sharing	\$0	\$0	\$0	\$600,000	\$600,000					
Camps	\$0	\$0	\$0	\$0	\$0	Estimated Balance 08-31-15				
Stadium Operations	\$0	\$0	\$0	\$50,000	\$50,000					
Van Rental	\$0	\$0	\$0	\$0	\$0					
<b>Total Sales &amp; Services</b>	<b>\$1,294,800</b>	<b>\$75,950</b>	<b>\$500,000</b>	<b>\$650,000</b>	<b>\$2,520,750</b>					
Designated Tuition	\$1,601,800	\$697,200	\$0	\$0	\$2,299,000					
Athletic Fee	\$2,868,364	\$2,868,363	\$0	\$2,458,597	\$8,195,324					
Gifts & Contracts	\$0	\$0	\$0	\$0	\$0					
Investments/Endowments	\$0	\$0	\$0	\$0	\$0					
Teaching Supplements	\$0	\$0	\$0	\$0	\$0					
Capital Expenditures	\$0	\$0	\$0	\$0	\$0					
<b>TOTAL BUDGETED FUNDS</b>	<b>\$5,764,964</b>	<b>\$3,641,513</b>	<b>\$500,000</b>	<b>\$3,108,597</b>	<b>\$13,015,074</b>					
<b>EXPENDITURES</b>										
Salaries	\$1,473,593	\$743,889	\$195,000	\$1,573,018	\$3,985,500					
Fringe Benefits (Longevity)	\$429,081	\$216,883	\$0	\$436,306	\$1,082,270					
Travel	\$462,500	\$407,500	\$0	\$15,500	\$885,500					
Scholarships	\$2,087,616	\$1,800,240	\$139,440	\$0	\$4,027,296					
Other O&M	\$550,000	\$412,438	\$0	\$2,072,070	\$3,034,508					
Capital Expenditures										
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$5,002,790</b>	<b>\$3,580,950</b>	<b>\$334,440</b>	<b>\$4,096,894</b>	<b>\$13,015,074</b>					

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Institution Code: 753

Institution Name: SAM HOUSTON STATE UNIVERSITY

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	F Nonsalary Benefits FY 2015					K Non-Cash Compensation	L Total Compensation	Explanation/Comments
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			
Dana L. Gibson	President	General Revenue	\$65,945	%	\$0	\$0	\$0	\$0	\$0	\$0	\$65,945	
		Other E&G Income	\$0		\$0	\$0	\$7,200	\$0	\$0	\$0	\$7,200	
		Designated	\$341,055		\$0	\$0	\$17,800	\$0	\$0	\$0	\$358,855	
			\$407,000	4.61%	\$0	\$0	\$25,000	\$0	\$0	\$0	\$432,000	
Jaimie Hebert	Provost & Vice President-Academic Affairs	Designated	\$249,000		\$0	\$0	\$0	\$0	\$0	\$0	\$249,000	
			\$249,000	3.03%	\$0	\$0	\$0	\$0	\$0	\$0	\$249,000	
Al Hooten	Executive Vice President for Administration	General Revenue	\$233,472		\$0	\$0	\$0	\$0	\$0	\$0	\$233,472	
			\$233,472	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$233,472	
Carlos Hernandez	Acting Vice President for Finance and Operations	Designated	\$203,760		\$0	\$0	\$0	\$0	\$0	\$0	\$203,760	
			\$203,760	100.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$203,760	
Frank R. Holmes	Vice President-University Advancement	Designated	\$176,640		\$0	\$0	\$0	\$0	\$0	\$0	\$176,640	
			\$176,640	4.47%	\$0	\$0	\$0	\$0	\$0	\$0	\$176,640	
Frank E. Parker	Vice President-Student Services	Designated	\$187,920		\$0	\$0	\$0	\$0	\$0	\$0	\$187,920	
			\$187,920	6.24%	\$0	\$0	\$0	\$0	\$0	\$0	\$187,920	
Heather Thielemann	Vice President-Enrollment Management	Designated	\$179,472		\$0	\$0	\$0	\$0	\$0	\$0	\$179,472	
			\$179,472	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$179,472	
Richard F. Eglsaer	Associate Provost & VP-Academic Affairs	General Revenue	\$129,825		\$0	\$0	\$0	\$0	\$0	\$0	\$129,825	
		Other E&G Income	\$59,607		\$0	\$0	\$0	\$0	\$0	\$0	\$59,607	
			\$189,432	2.99%	\$0	\$0	\$0	\$0	\$0	\$0	\$189,432	
Paige Smith	Associate Vice President for Financial Services	Designated	\$157,056		\$0	\$0	\$0	\$0	\$0	\$0	\$157,056	
			\$157,056	3.01%	\$0	\$0	\$0	\$0	\$0	\$0	\$157,056	
Jerry Cook	Associate VP-Research/Special Programs	Designated	\$37,824		\$0	\$0	\$0	\$0	\$0	\$0	\$37,824	
		Auxiliaries	\$113,472		\$0	\$0	\$0	\$0	\$0	\$0	\$113,472	

			\$151,296	3.01%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,296
Mark C. Adams	VP-Information Resources	Designated	\$169,008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$169,008
			\$169,008	4.77%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$169,008
William Lee Angrove	Associate VP-Distance Learning	Designated	\$146,376		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146,376
			\$146,376	3.01%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146,376
Keith Jenkins	Associate VP-Student Service Fee & Operations	Designated	\$136,368		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,368
			\$136,368	4.99%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,368
Douglas J. Greening	Associate Vice President for Physical Plant	General Revenue	\$105,258		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,258
		Other E&G Income	\$48,126		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,126
			\$153,384	2.80%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,384
Katherine Ann Davis	Assistant VP-Information Resources	Designated	\$122,760		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,760
			\$122,760	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,760
Scott D. Mertz	Assistant VP-Enrollment Management	Designated	\$128,736		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128,736
			\$128,736	3.02%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128,736
Mary Robbins	Associate VP for Academic Affairs	Other E&G Income	\$149,352		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,352
			\$149,352	100.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,352
Somer Franklin	Assistant VP for Academic Affairs	General Revenue	\$71,935		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,935
		Other E&G Income	\$33,041		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,041
			\$104,976	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104,976
Donna Artho	Assistant VP Institutional Effectiveness	General Revenue	\$97,032		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$97,032
			\$97,032	3.02%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$97,032
Diane McCormick	Assistant VP Enrollment Management	General Revenue	\$55,907		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,907
		Designated	\$25,213		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,213
			\$81,120	3.02%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,120
Mitchell J. Muehsam	Dean/Professor College of Business Administration (COBA)	Designated	\$202,056		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$202,056
			\$202,056	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$202,056

John B. Pascarella	Dean/Professor College Sciences (COS)	General Revenue	\$126,006	\$0	\$0	\$0	\$0	\$0	\$0	\$126,006	
			Other E&G Income	\$57,882	\$0	\$0	\$0	\$0	\$0	\$0	\$57,882
				\$183,888	3.00%	\$0	\$0	\$0	\$0	\$0	\$0
Abbey Zink	Dean/Professor College of Humanities and Social Sciences (CHSS)	Designated	\$182,016	\$0	\$0	\$0	\$0	\$0	\$0	\$182,016	
			\$182,016	100.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$182,016
Stacey Edmundson	Dean/Professor College of Education (COE)	General Revenue	\$126,127	\$0	\$0	\$0	\$0	\$0	\$0	\$126,127	
			Other E&G Income	\$51,881	\$0	\$0	\$0	\$0	\$0	\$0	\$51,881
				\$178,008	100.00%	\$0	\$0	\$0	\$0	\$0	\$0
Vacant	Dean/Director/Criminal Justice College & Center (COCJ)	General Revenue	\$213,048	\$0	\$0	\$0	\$0	\$0	\$0	\$213,048	
			\$213,048	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$213,048
Michael Lacourse	Dean/College of Health Sciences	Designated	\$183,888	\$0	\$0	\$0	\$0	\$0	\$0	\$183,888	
			\$183,888	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$183,888
Rosanne Keathley	Associate Dean of Health Sciences	General Revenue	\$112,944	\$0	\$0	\$0	\$0	\$0	\$0	\$112,944	
			\$112,944	5.21%	\$0	\$0	\$0	\$0	\$0	\$0	\$112,944
John Turner	Assistant Dean of Health Sciences	Designated	\$103,344	\$0	\$0	\$0	\$0	\$0	\$0	\$103,344	
			\$103,344	3.01%	\$0	\$0	\$0	\$0	\$0	\$0	\$103,344
John M. Yarabeck	Dean - Students	General Revenue	\$65,902	\$0	\$0	\$0	\$0	\$0	\$0	\$65,902	
			Other E&G Income	\$29,330	\$0	\$0	\$0	\$0	\$0	\$0	\$29,330
				\$95,232	2.01%	\$0	\$0	\$0	\$0	\$0	\$0
Juliana Lilly	Associate Dean - College of Business Administration Professor (COBA)	General Revenue	\$111,577	\$0	\$0	\$0	\$0	\$0	\$0	\$111,577	
			Other E&G Income	\$38,159	\$0	\$0	\$0	\$0	\$0	\$0	\$38,159
				\$149,736	4.40%	\$0	\$0	\$0	\$0	\$0	\$0
Rhonda Callaway	Associate Dean/Professor - CHSS	General Revenue	\$103,704	\$0	\$0	\$0	\$0	\$0	\$0	\$103,704	
			\$103,704	4.70%	\$0	\$0	\$0	\$0	\$0	\$0	\$103,704
Kenneth Hendrickson	Associate Dean/ Associate Professor -CHSS	General Revenue	\$113,568	\$0	\$0	\$0	\$0	\$0	\$0	\$113,568	
			\$113,568	4.28%	\$0	\$0	\$0	\$0	\$0	\$0	\$113,568
Ronald Shields	Dean - COFAMC	General Revenue	\$129,600	\$0	\$0	\$0	\$0	\$0	\$0	\$129,600	
			Other E&G Income	\$50,664	\$0	\$0	\$0	\$0	\$0	\$0	\$50,664

			\$180,264	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,264
Ben Marcus Gillespie	Associate Dean/Professor - College of Sciences	General Revenue	\$111,360		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111,360
			\$111,360	2.47%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111,360
William King	Associate Dean/Associate Professor College of Criminal Justice (COCJ)	General Revenue	\$120,624		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,624
			\$120,624	4.99%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,624
Vacant	Associate Dean - College of Education (COE)	General Revenue	\$108,456		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,456
			\$108,456	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,456
Vacant	Associate Dean - College of Education (COE)	General Revenue	\$132,348		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,348
		Other E&G Income	\$51,468		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,468
			\$183,816	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183,816
Anne Gaillard	Associate Dean/Assoc. Professor College of Science (COS)	General Revenue	\$60,059		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,059
		Other E&G Income	\$30,469		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,469
			\$90,528	5.01%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,528
Wayne Barrett	Associate Dean/ Associate Professor College of Fine Arts & Mass Commication (CFMAC)	General Revenue	\$53,568		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,568
		Other E&G Income	\$20,736		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,736
			\$74,304	4.03%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,304
Kandi Tayebi	Dean-Graduate Studies	General Revenue	\$110,765		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,765
		Other E&G Income	\$50,875		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,875
			\$161,640	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$161,640
Daughn L. Pruitt	Associate Dean - Students	Auxiliaries	\$86,928		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,928
			\$86,928	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,928
Valerie Muehsam	Assistant Dean - College of Business Administration	Designated	\$153,840		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,840
			\$153,840	5.06%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,840
Holly Miller	Associate Dean/Professor - College of Criminal Justice	General Revenue	\$73,408		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,408
		Other E&G Income	\$44,072		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,072
			\$117,480	5.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$117,480
Vacant	Assistant Dean/Associate Professor - College of Business Administration	General Revenue	\$75,946		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,946
		Other E&G Income	\$39,950		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,950

			\$115,896	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,896
Jeanine Bias	Associate Dean - Students	Designated	\$58,752		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,752
			\$58,752	3.16%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,752
John Hitzeman	Associate VP - Procurement & Business Services	Designated	\$133,728		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$133,728
			\$133,728	2.80%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$133,728
Kevin Hale Morris	Director - Public Safety	General Revenue	\$67,877		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,877
		Other E&G Income	\$32,447		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,447
			\$100,324	3.11%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,324
David Hammonds	Associate Vice President for Human Resources and Risk Management	Designated	\$122,400		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,400
			\$122,400	4.79%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,400
Terry Stokes	Executive Director of Economic Development Initiatives	Designated	\$164,520		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164,520
			\$164,520	2.50%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164,520

**SAM HOUSTON STATE UNIVERSITY**  
**FY 15 Budget Matrix of Operating Expenses**

Operating Expenses	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Operation & Mnt. Plant	Scholarships/ Fellowships	Auxiliary	Total Expenses
Salary	\$ 63,328,788	\$ 928,514	\$ 4,416,644	\$ 17,497,296	\$ 8,402,196	\$ 10,949,289	\$ 7,907,300	\$ 162,000	\$ 16,324,800	\$ 129,916,827
Fringe Benefit	\$ 554,536	\$ 70,500	\$ 380,823	\$ 869,469	\$ 2,092,610	\$ 21,566,147	\$ 160,451	\$ -	\$ 3,948,011	\$ 29,642,547
Travel	\$ 718,448	\$ 40,717	\$ 1,547,124	\$ 607,660	\$ 199,400	\$ 374,624	\$ 51,345	\$ -	\$ 1,611,948	\$ 5,151,266
O&M	\$ 2,704,386	\$ 358,934	\$ 2,891,573	\$ 16,679,554	\$ 2,986,995	\$ 4,334,135	\$ 1,943,226	\$ 16,021,777	\$ 31,751,863	\$ 79,672,443
Utilities	\$ 1,570	\$ 4,200	\$ 194,232	\$ 793,743	\$ 266,577	\$ 27,313	\$ 4,131,033	\$ -	\$ 3,209,441	\$ 8,628,109
Capital	\$ 25,800	\$ 73,546	\$ 18,500	\$ 10,478,743	\$ 224,500	\$ 523,418	\$ 168,934	\$ -	\$ 2,905,248	\$ 14,418,689
	\$ 67,333,528	\$ 1,476,411	\$ 9,448,896	\$ 46,926,465	\$ 14,172,278	\$ 37,774,926	\$ 14,362,289	\$ 16,183,777	\$ 59,751,311	\$ 267,429,881



**SUL ROSS STATE UNIVERSITY**  
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™  
ALPINE, TEXAS 79832

Office of The President  
PO Box C-100

Phone (432) 837-8000  
Fax (432) 837-8334

July 7, 2014

Board of Regents  
Texas State University System  
Austin, Texas

The Honorable Regents:

The following initiatives and/or highlights are included in the proposed FY2015 Operating Budget for Sul Ross State University – Alpine and Sul Ross State University – Rio Grande College.

**General Revenue Appropriations:**

SB1, 83rd Legislature appropriated General Revenue for Sul Ross – Alpine for FY2015 at \$197,452 less than the amount appropriated for FY 2014. For Sul Ross – RGC, the appropriation increased by \$3,393. These numbers represent the net effect of increased formula funding, increased Institutional Enhancement funding, and the deletion of formula hold harmless funding. The appropriations for staff group insurance premiums for FY2015 were increased by \$160,226 for Alpine and \$21,272 for the Rio Grande College. However, this increase was needed to offset increases in premiums, the ERS surcharge, and the cost of coverage for new retirees.

**Institutional Revenue Enhancements:**

Both Alpine and the Rio Grande College experienced improvements in enrollment in Fall 2013 and Spring 2014 over FY2013. We typically project enrollment based on enrollment from the previous fiscal year. Thus we are projecting revenue for Alpine for FY2015 at approximately the level of enrollment experienced for Fall 2013 and Spring 2014. Enrollment for the Rio Grande College is projected at flat levels although data there is also showing some improvements. Budgeted semester credit hours for Alpine are approximately 1,800 less than that budgeted for FY2014 while for the Rio Grande College that number is 200. We budgeted a 7% increase in FY2014 above the enrollment for FY2013 in which we experienced a significant decline. We fell just short of achieving that goal.

We are projecting housing revenue at approximately the same levels as the current fiscal year which represents a much improved occupancy. This plus the refinancing of the Housing Complex Bonds is resulting in a continued decrease on the need for Designated Tuition supplements to Pledged Auxiliary Enterprises for debt service. Savings from this refinancing

is being redirected towards the funding of the new President's Access Initiative Scholarship program.

**Impact to Employees:**

The proposed FY2015 Operating Budget includes Designated Tuition reserves of \$250,000 for Alpine and \$70,000 for the Rio Grande College to provide for a 2% salary increase for all employees hired prior to March 1, 2014. Faculty promotions, reclassifications, and required longevity increases are included in the budget. The pay raise will be dependent upon actual enrollments meeting our projections and if awarded will be effective September 1, 2014. The flexible hiring freeze begun during spring 2009 is still in effect. Currently, 33 staff positions and 11 faculty positions are frozen and unfunded in Alpine with another 9 staff and 5 faculty at the Rio Grande College. Generally, we have not changed/impacted budgets for undergraduate student employment. We have budgeted an increase in the graduate assistant stipend from \$7,000 to \$8,000 per academic year. Numerous retirements this fiscal year plus the Voluntary Separation Program offered in the summer of 2013 assisted with maintaining or decreasing overall expenditures for FY2015.

**Utilities Decrease:**

The overall Purchased Utility budget was decreased by \$177,000. This is the net effect of a savings in Natural Gas of \$23,000, savings in electricity costs of \$116,000, and savings in water and sanitation costs of \$38,000. The electricity reduction is a result of decreases in congestion fees assessed to the North Odessa sector which is the sector Alpine is in as well as savings realized from the infrastructure project. The natural gas reduction is a direct result of the Boiler project and the resulting decrease in consumption.

**Lease Costs – RGC:**

Sul Ross – overall lease costs increased by \$27,000 after including the new lease cost for Castroville. These lease costs include all building maintenance, security, utilities, and grounds keeping.

**Current Overall Fiscal Condition:**

As reflected on the summary page of the budget document (page 1), the University is continuing to maintain a good financial status. All appropriate Educational and General expenditures are included in the E&G budgets and because appropriations and related tuition revenue are not sufficient to fully fund these expenditures, a supplement from Designated Funds is required for each campus. For FY2015, the supplements are \$2,831,389 for Alpine and \$1,208,994 for the Rio Grande College. The transfer is improved for Alpine and increased for the Rio Grande College primarily as a result of adding funding for the Castroville expansion and the new BSN program.

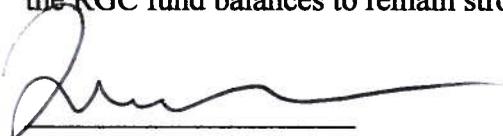
We are excited and optimistic that our new recruitment and retention efforts are beginning to produce stable and increasing enrollment. However, we believe we have taken a conservative approach in budgeting enrollment and related revenues. Growth in enrollment remains as the

critical element to strengthening the Alpine fund balances. The Rio Grande College Fund Balances except Educational and General are stable.

Any Alpine Pledged Auxiliary fund balance at the end of each fiscal year is generally used to pay the debt service on housing bonds in the next year. Estimated Pledged Auxiliary revenues are greater than budgeted expenditures for FY 2015 by \$1,525,738. This excess revenue will be used to meet debt service requirements on the bonds issued to fund the Lobo Village housing complex as well as support other expenditures including the new scholarship program mentioned earlier. Overall housing occupancy in FY2014 was lower than projected but current indications for Fall 2014 are strong. A continued increase or stabilization in occupancy along with the approved rate increases should continue to reduce the reliance on Designated Tuition.

There are two transfers budgeted from Designated Funds - Alpine to fund operations: \$2,831,389 to support E&G operations, and \$549,441 to supplement the athletics program and the University Center. For the Rio Grande College, a transfer of \$1,208,994 is budgeted for E&G operations.

In summary, the overall financial condition of Sul Ross State University remains sound. Enrollment improvements along with appropriate tuition and fee increases are the critical keys to ensuring the long term financial stability of Sul Ross State University-Alpine and the Rio Grande College. Stable or increased enrollment is necessary to provide appropriate revenues. Preliminary data for Fall 2014 indicate that enrollments at both campuses will be strong. Our conservative approach to this budget should allow the Alpine fund balances to remain stable and the RGC fund balances to remain strong.

  
(Signature)

Quint Thurman,  
Interim President

7-7-14  
(Date)

  
(Signature)

Cesario Valenzuela,  
Vice President for  
Finance and Operations

7/7/14  
(Date)

SUL ROSS STATE UNIVERSITY - ALPINE

Table A. 1  
 Educational & General Funds  
 Budgeted Revenues and Transfers  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>TUITION AND FEES</b>				
Tuition Net of Waivers and Exemptions	\$2,357,200	\$2,357,000	(\$200)	-0.01%
Lab Fees	10,000	10,000	0	0.00%
Publications Fees	51,000	50,000	(1,000)	-1.96%
Other Fees	55,000	55,000	0	0.00%
<b>TOTAL - TUITION AND FEES</b>	<b>2,473,200</b>	<b>2,472,000</b>	<b>(1,200)</b>	<b>-0.05%</b>
<b>STATE APPROPRIATIONS</b>				
General Revenue Appropriation - HB1/SB1	12,913,817	12,716,365	(197,452)	-1.53%
Less: Rider Reductions	0	0	0	0.00%
Staff Benefit Appropriations	742,000	768,000	26,000	3.50%
HEAF Appropriations	1,625,061	1,625,061	0	0.00%
<b>TOTAL - STATE APPROPRIATIONS</b>	<b>15,280,878</b>	<b>15,109,426</b>	<b>(171,452)</b>	<b>-1.12%</b>
<b>CURRENT FUNDS</b>				
Indirect Cost Recovery	0	0	0	0.00%
Investment Income	18,000	18,000	0	0.00%
Sales and Services	2,000	2,000	0	0.00%
Other Income	5,000	5,000	0	0.00%
<b>TOTAL - CURRENT FUNDS</b>	<b>25,000</b>	<b>25,000</b>	<b>0</b>	<b>0.00%</b>
<b>TRANSFERS IN</b>				
Rio Grande College Administrative Costs	1,117,229	1,161,000	43,771	3.92%
Transfer from Designated Funds	3,084,475	2,831,389	(253,086) A	-8.21%
<b>TOTAL - TRANSFERS IN</b>	<b>4,201,704</b>	<b>3,992,389</b>	<b>(209,315)</b>	<b>-4.98%</b>
<b>TRANSFERS OUT</b>				
Plant Funds - HEAF Appropriations	0	0	0	0.00%
<b>TOTAL - TRANSFERS OUT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>BUDGETED FUND BALANCES</b>				
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$21,980,782</b>	<b>\$21,598,815</b>	<b>(\$381,967)</b>	<b>-1.74%</b>

A. Represents a reduction in the Designated Tuition transfer due to reduced expenditures and also to reclassification of 25% of coaches faculty salaries to athletic salaries.

SUL ROSS STATE UNIVERSITY - ALPINE

Table A. 2  
 Educational & General Funds  
 Budgeted Expenditures  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>RESIDENT INSTRUCTION</b>				
Agriculture and Natural Resource Sciences	\$614,826	\$603,652	(\$11,174)	-1.82%
Arts & Sciences	2,392,092	2,348,732	(43,360)	-1.81%
Professional Studies	1,570,718	1,397,304	(173,414) A	-11.04%
Unallocated Salaries	84,075	33,055	(51,020)	-60.68%
<b>TOTAL RESIDENT INSTRUCTION</b>	<b>4,661,711</b>	<b>4,382,743</b>	<b>(278,968)</b>	<b>-5.98%</b>
<b>INSTRUCTIONAL ADMINISTRATION</b>				
ORGANIZED ACTIVITIES	357,181	426,814	69,633	19.50%
RESEARCH DEVELOPMENT	117,137	111,395	(5,742)	-4.90%
LIBRARY	142,743	142,743	0	0.00%
PLANT SUPPORT	391,660	405,607	13,947	3.56%
Building Maintenance	295,560	291,882	(3,678)	-1.24%
Custodial Services	403,100	412,867	9,767	2.42%
Grounds Maintenance	212,406	211,597	(809)	-0.38%
Plant Support Services	219,313	222,682	3,369	1.54%
Utilities	886,403	910,985	24,582	2.77%
<b>TOTAL PLANT SUPPORT</b>	<b>2,016,782</b>	<b>2,050,013</b>	<b>33,231</b>	<b>1.65%</b>
<b>STUDENT SERVICES</b>				
INSTITUTIONAL SUPPORT	1,299,925	1,426,944	127,019	9.77%
STAFF BENEFITS	2,369,409	2,294,813	(74,596)	-3.15%
SPECIAL ITEMS	1,899,000	1,870,000	(29,000)	-1.53%
HIGHER EDUCATION ASSISTANCE FUND	4,116,669	4,116,679	10	0.00%
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>18,997,278</b>	<b>18,852,812</b>	<b>(144,466)</b>	<b>-0.76%</b>
<b>TRANSFERS OUT</b>				
Transfer out for TPEG	312,306	304,380	(7,926)	-2.54%
Revenue Bond Debt Service to TSUS	2,671,198	2,441,623	(229,575) B	-8.59%
<b>TOTAL - TRANSFERS OUT</b>	<b>2,983,504</b>	<b>2,746,003</b>	<b>(237,501)</b>	<b>-7.96%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$21,980,782</b>	<b>\$21,598,815</b>	<b>(\$381,967)</b>	<b>-1.77%</b>

A. Retirements and the reclassifications of an additional 25% of coaches salaries to athletic funding resulted in these decreases in expenditures.

B. The refinancing of TRB's resulted in decreased annual debt service.

SUL ROSS STATE UNIVERSITY - ALPINE

Table B.1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>FEES</b>				
Designated Tuition	\$4,336,000	\$4,551,000	\$215,000	4.96%
Computer Access Charge	287,000	277,000	(10,000)	-3.48%
Distance Learning Fee	300,000	294,000	(6,000)	-2.00%
Library Fee	324,000	311,000	(13,000)	-4.01%
Technology Services Charge	689,000	662,000	(27,000)	-3.92%
Commencement Fee	15,000	10,000	(5,000)	-33.33%
Equine Science Program	0	0	0	0.00%
Geology Field Camp Fee	0	0	0	0.00%
Installment and Late Fees for Tuition	31,000	30,000	(1,000)	-3.23%
International Education Fee	5,000	4,300	(700)	-14.00%
Law Enforcement Academy	71,000	71,000	0	0.00%
Parking and Traffic Control	40,000	40,000	0	0.00%
Research Support - Indirect Cost Recovery	98,000	129,000	31,000	31.63%
UACH - MBA Program	18,000	40,000	22,000	122.22%
Other Fees	23,000	22,000	(1,000)	-4.35%
<b>TOTAL FEES</b>	<b>6,237,000</b>	<b>6,441,300</b>	<b>205,300</b>	<b>3.29%</b>
<b>SALES AND SERVICES</b>				
ANRS Meats Lab	23,000	23,000	0	0.00%
Biology Greenhouse	7,000	7,000	0	0.00%
Biology Lab Manual	2,000	0	(2,000)	-100.00%
Centennial School Operations	115,000	115,000	0	0.00%
Facilities Use Fees	8,000	12,000	4,000	50.00%
Faskin Ranch Operation	2,500	3,750	1,250	50.00%
Freshman Orientation	32,000	60,000	28,000	87.50%
Mathematics Service	0	0	0	0.00%
Salvage Sale	5,000	5,000	0	0.00%
FINANCIAL AID ADMIN. EXPENSE	20,000	7,000	(13,000)	-65.00%
INVESTMENT INCOME	20,000	20,000	0	0.00%
<b>TOTAL REVENUES</b>	<b>6,471,500</b>	<b>6,694,050</b>	<b>273,850</b>	<b>4.23%</b>
<b>TRANSFERS IN</b>				
TPEG-Scholarships	280,832	273,942	(6,890)	-2.45%
<b>BUDGETED FUND BALANCES</b>	<b>574,083</b>	<b>321,898</b>	<b>(252,185) A</b>	<b>-43.93%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$7,326,415</b>	<b>\$7,289,890</b>	<b>\$14,775</b>	<b>0.20%</b>

A. Represents a net decrease in the use of Fund Balances for FY2015 primarily as a net result of increased Designated Tuition, a reduction in the E&G supplement and an increase in the supplement needed for Unpledged Auxiliary Enterprises.

SUL ROSS STATE UNIVERSITY - ALPINE

Table B.2  
Designated Funds  
Budgeted Expenditures  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>INSTRUCTION</b>				
Excet Review Course	\$32,779	\$32,894	\$115	0.35%
International Education Fee	4,600	4,600	0	0.00%
Law Enforcement Academy	69,246	66,411	(2,835)	-4.09%
UACH - MBA Program	43,000	43,000	0	0.00%
ANRS Meats Lab	20,000	20,000	0	0.00%
All Others	19,159	19,159	0	0.00%
<b>TOTAL INSTRUCTION</b>	<b>188,784</b>	<b>186,064</b>	<b>(2,720)</b>	<b>-1.44%</b>
<b>ACADEMIC SUPPORT</b>				
Distance Learning Fee	218,372	211,586	(6,786)	-3.11%
Computer Resource Center	269,919	270,135	216	0.08%
Library Fee	324,000	324,000	0	0.00%
QEP Implementation	77,698	108,157	30,459	39.20%
All Others	29,024	27,554	(1,470)	-5.06%
<b>TOTAL ACADEMIC SUPPORT</b>	<b>919,013</b>	<b>941,432</b>	<b>22,419</b>	<b>2.44%</b>
<b>STUDENT SERVICES</b>				
Financial Aid Admin. Expense	16,700	16,700	0	0.00%
Freshman Orientation	14,447	14,447	0	0.00%
Recruiting	26,460	26,460	0	0.00%
All Others	35,935	35,935	0	0.00%
<b>TOTAL STUDENT SERVICES</b>	<b>93,542</b>	<b>93,542</b>	<b>0</b>	<b>0.00%</b>
<b>INSTITUTIONAL SUPPORT</b>				
Admin Computer Hardware/Software	100,000	79,000	(21,000)	-21.00%
Alumni Affairs	77,962	89,443	11,481	14.73%
Centennial School Operations	70,943	70,445	(498)	-0.70%
Advancement & University Relations	88,079	78,993	(9,086)	-10.32%
Merit Increase Reserve	400,000	250,000	(150,000) A	-37.50%
President's Contingency Fund	356,358	394,386	38,028	10.67%
Information Technology Management	390,500	402,000	11,500	2.94%
SORM Workers Compensation Assessment	9,000	9,000	0	0.00%
E&G Property Insurance	60,000	60,000	0	0.00%
All Others	304,226	280,813	(23,413)	-7.70%
<b>TOTAL INSTITUTIONAL SUPPORT</b>	<b>1,857,068</b>	<b>1,714,080</b>	<b>(142,988)</b>	<b>-7.70%</b>
<b>SCHOLARSHIPS/FELLOWSHIPS</b>				
Financial Aid Set Aside - Designated Tuition	490,000	546,000	56,000	11.43%
TPEG - Resident	274,752	266,085	(8,667)	-3.15%
TPEG - Non-Resident	6,080	7,857	1,777	29.23%
<b>TOTAL SCHOLARSHIPS/FELLOWSHIPS</b>	<b>770,832</b>	<b>819,942</b>	<b>49,110</b>	<b>6.37%</b>
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>3,829,239</b>	<b>3,755,060</b>	<b>-74,179</b>	<b>-1.94%</b>
<b>TRANSFERS OUT</b>				
Educational and General Funds - DT & Tech Funds	3,084,475	2,831,389	(253,086) B	-8.21%
Auxiliary Funds - Designated Tuition	260,701	549,441	288,740 B	110.76%
Texas State University System Adm. Costs	152,000	154,000	2,000	1.32%
<b>TOTAL TRANSFERS OUT</b>	<b>3,497,176</b>	<b>3,534,830</b>	<b>37,654</b>	<b>1.08%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$7,326,415</b>	<b>\$7,289,890</b>	<b>(\$36,525)</b>	<b>19.33%</b>

A. Represents a funding reserve for an employee pay raise for FY2015 of 2% ATB, which is dependent on the University reaching its projected enrollment numbers. The FY2014 reserve was for 3% and a minimum of \$900.

B. Represents an increase to the Auxiliary fund supplement and a decrease to the E&G supplement due to the reclassification of 25% coaches salaries to athletics from faculty salaries, the increase in football staffing, and the startup of a new women's soccer team.

SUL ROSS STATE UNIVERSITY - ALPINE

Table C.1  
 Auxiliary Funds  
 Budgeted Revenues and Transfers  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>NON-PLEDGED</b>				
<b>REVENUE</b>				
Fees				
Student Service Fee	\$741,000	\$739,000	(\$2,000)	-0.27%
Student Center Fee	164,000	160,000	(4,000)	-2.44%
Medical Services Fee	118,000	117,000	(1,000)	-0.85%
Recreational Sports Fee	229,000	224,000	(5,000)	-2.18%
Athletic Fee	246,000	238,000	(8,000)	-3.25%
Other Fees	0	0	0	0.00%
<b>Total Fees</b>	<b>1,498,000</b>	<b>1,478,000</b>	<b>(20,000)</b>	<b>-1.34%</b>
Sales and Services				
Athletics	5,250	5,250	0	0.00%
Museum Gift Shop	29,000	32,000	3,000	10.34%
Other Sales & Services	66,000	66,000	0	0.00%
<b>Total Sales and Services</b>	<b>100,250</b>	<b>103,250</b>	<b>3,000</b>	<b>2.99%</b>
Other - Investment	5,000	5,000	0	0.00%
<b>TOTAL REVENUES</b>	<b>1,603,250</b>	<b>1,586,250</b>	<b>(17,000)</b>	<b>-1.06%</b>
<b>BUDGETED FUND BALANCE</b>	<b>(10,488)</b>	<b>(762)</b>	<b>9,726</b>	<b>-92.73%</b>
<b>TRANSFERS IN (Designated Tuition)</b>	<b>260,701</b>	<b>549,441</b>	<b>288,740 A</b>	<b>110.76%</b>
<b>TOTAL NON-PLEDGED</b>	<b>\$1,853,463</b>	<b>\$2,134,929</b>	<b>\$281,466.00</b>	<b>15.19%</b>
<b>PLEDGED</b>				
<b>REVENUE</b>				
Fees				
Installment Fee - Room & Board	\$750	\$750	\$0	0.00%
Late Fee - Room & Board	750	750	0	0.00%
<b>Total Fees</b>	<b>1,500</b>	<b>1,500</b>	<b>0</b>	<b>0.00%</b>
Sales and Services				
Food Service	1,177,000	1,192,000	15,000	1.27%
Housing	2,582,000	2,594,000	12,000	0.46%
<b>Total Sales and Services</b>	<b>3,759,000</b>	<b>3,786,000</b>	<b>27,000</b>	<b>0.72%</b>
Other				
Bookstore Commissions	25,000	25,000	0	0.00%
Investment	5,000	5,000	0	0.00%
Miscellaneous	3,500	3,500	0	0.00%
<b>Total Other</b>	<b>33,500</b>	<b>33,500</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL REVENUES</b>	<b>3,794,000</b>	<b>3,821,000</b>	<b>27,000</b>	<b>0.71%</b>
<b>BUDGETED FUND BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TRANSFERS IN - Designated Tuition</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL PLEDGED</b>	<b>\$3,794,000</b>	<b>\$3,821,000</b>	<b>\$27,000</b>	<b>0.71%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$5,647,463</b>	<b>\$5,955,929</b>	<b>\$308,466</b>	<b>8.13%</b>

A. Represents an additional supplement from Designated Tuition needed to fund additional football staffing and expenses, the new women's soccer program and to fund the reclassification of 25% of coaches salaries from faculty to athletics.

SUL ROSS STATE UNIVERSITY - ALPINE

Table C.2  
 Auxiliary Funds  
 Budgeted Expenditures  
 Year Ending August 31, 2014

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>NON-PLEDGED</b>				
Student Service Fee				
Athletics	\$483,855	\$451,938	(\$31,917)	-6.60%
Advising and Counseling Center	45,289	42,413	(2,876)	-6.35%
Student Publications	54,997	52,746	(2,251)	-4.09%
Intercollegiate Rodeo	122,094	101,318	(20,776)	-17.02%
Student Service Fee Contingency	19,000	19,000	0	0.00%
Student Organizations & Activities	35,100	31,200	(3,900)	-11.11%
All Others	93,331	99,763	6,432	6.89%
Total Student Service Fee	853,666	798,378	(55,288)	-6.48%
Student Center Fee				
University Center Game Room	15,550	15,550	0	0.00%
University Center Physical Plant	74,300	73,600	(700)	-0.94%
University Center Program Council	118,852	121,232	2,380	2.00%
University Center Services	25,192	25,289	97	0.39%
Total Student Center Fee	233,894	235,671	1,777	0.76%
Athletic Fee - Athletics	220,876	220,651	(225)	-0.10%
Recreational Sports Fee				
Recreational Sports Facility	118,690	151,315	32,625	27.49%
Recreational Sports Facility-Physical Plant	119,333	126,572	7,239	6.07%
Total Recreational Sports Fee	238,023	277,887	39,864	16.75%
Student Medical Service	109,880	116,572	6,692	6.09%
Other				
Athletics	154,224	442,795	288,571	A 187.11%
Museum Gift Shop	28,776	28,776	0	0.00%
University Center Services	8,593	8,668	75	0.87%
All Others	5,531	5,531	0	0.00%
Total Other	197,124	485,770	288,646	146.43%
<b>TOTAL NON-PLEDGED</b>	<b>\$1,853,463</b>	<b>\$2,134,929</b>	<b>\$281,691</b>	<b>15.20%</b>
<b>PLEDGED</b>				
Bookstore	0	0	0	0.00%
Food Service	1,006,000	1,020,000	14,000	1.39%
Housing	347,511	370,010	22,499	6.47%
Plant Support Services	804,314	734,027	(70,287)	-8.74%
Auxiliary Administration	112,601	147,485	34,884	30.98%
All Others	23,740	23,740	0	0.00%
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>2,294,166</b>	<b>2,295,262</b>	<b>1,096</b>	<b>0.05%</b>
TRANSFERS OUT - Debt Service Reserve	1,499,834	1,525,738	25,904	1.73%
<b>TOTAL PLEDGED</b>	<b>\$3,794,000</b>	<b>\$3,821,000</b>	<b>\$27,000</b>	<b>0.71%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$5,647,463</b>	<b>\$5,955,929</b>	<b>\$282,787</b>	<b>5.01%</b>

A. Represents an increase in expenditures due to the reclassification of 25% of coaches salaries from faculty to athletics, the increase in staffing and expenditures for football, the new women's soccer program, and other athletic expenditure increases.

SUL ROSS STATE UNIVERSITY - ALPINE

Table D  
Higher Education Assistance Fund (HEAF)  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>EDUCATIONAL &amp; GENERAL</b>				
Equipment - E&G	\$1,429,061	\$1,429,061	\$0	0.00%
Banner Implementation	0	0	0	0.00%
Construction Support	0	0	0	0.00%
Library Books - E&G	196,000	196,000	0	0.00%
<b>TOTAL EDUCATIONAL &amp; GENERAL</b>	<b>1,625,061</b>	<b>1,625,061</b>	<b>0</b>	<b>0.00%</b>
<b>DESIGNATED FUNDS</b>				
None Budgeted	0	0	0	0.00%
<b>TOTAL DESIGNATED FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>PLANT FUNDS</b>				
None Budgeted	0	0	0	0.00%
<b>TOTAL PLANT FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL - BUDGETED HEAF</b>	<b>\$1,625,061</b>	<b>\$1,625,061</b>	<b>\$0</b>	<b>0.00%</b>

**HEAF SUMMARY**

Estimated Balance 9/01/14	\$859,566	
Appropriations	<u>1,625,061</u>	
Total Estimated Available		2,484,627
Estimated Expenditures:		
Educational and General	(1,625,061)	
Plant Funds	<u>0</u>	
Total Budgeted Expenditures		(1,625,061)
Estimated Balance 8/31/15		<u><u>\$859,566</u></u>

SUL ROSS STATE UNIVERSITY--ALPINE

Table G.1  
 Auxiliary Enterprises Operations  
 Intercollegiate Athletics  
 Year Ending August 31, 2015

Item Description	Men			Fields			Women				Combined	
	Football	Basketball	Baseball	Football	Baseball	Softball	Volleyball	Basketball	Softball	Soccer	Track	Tennis
<b>REVENUES</b>												
Sales and Services												
Gate Receipts	\$1,250	\$500	\$500				500	\$500				
Game Guarantees		2,000										
Concessions												
Facility Rental				\$0								
Total Sales and Services	1,250	2,500	500	0	0	0	500	500	0	0	0	0
Athletic Fee	91,065	9,500	13,646				1,156	7,980	21,500	0	38,925	8,073
Designated Tuition	154,679	25,003	20,645	0	0	0	21,729	23,396	22,293	62,794	1,500	14,969
Student Service Fee	97,223	38,502	38,645	28,554	28,554	7,500	32,729	38,396	33,793	0	17,000	10,000
Gifts and Contracts												
Investment/ Endowments				0		0						
<b>TOTAL BUDGETED FUNDS</b>	<b>344,217</b>	<b>75,505</b>	<b>73,436</b>	<b>28,554</b>	<b>28,554</b>	<b>7,500</b>	<b>56,114</b>	<b>70,272</b>	<b>77,586</b>	<b>62,794</b>	<b>57,425</b>	<b>33,042</b>

<b>EXPENDITURES</b>												
Salaries	190,500	28,681	23,336	12,560	12,560	0	23,000	25,000	31,078	15,000	11,416	11,250
Fringe Benefits	50,235	7,324	6,954	4,994	4,994	0	6,458	6,792	7,508	3,794	3,109	1,219
Maintenance & Operations	16,000	13,500	14,186	11,000	11,000	7,500	8,355	13,980	10,300	5,000	10,000	3,850
Equipment	16,582	0	0	0	0	0	0	0	0	16,000	0	0
Travel	70,900	26,000	28,960	0	0	0	18,301	24,500	28,700	23,000	32,900	16,723
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>344,217</b>	<b>75,505</b>	<b>73,436</b>	<b>28,554</b>	<b>28,554</b>	<b>7,500</b>	<b>56,114</b>	<b>70,272</b>	<b>77,586</b>	<b>62,794</b>	<b>57,425</b>	<b>33,042</b>

Item Description	Totals	Totals	Combined	Adminis-	Sports		Recruiting	Grand	
	Men	Women	Sports	tration	Training	Information		Total	
<b>REVENUES</b>									
Sales and Services									
Gate Receipts	2,250	1,000						3,250	
Game Guarantees	2,000	0						2,000	
Concessions	0	0						0	
Other	0	0						0	
Total Sales and Services	4,250	1,000	0	0	0	0	0	5,250	0.5%
Athletic Fee	114,211	30,636	46,998	21,906	6,900	0	0	220,651	19.8%
Designated Tuition	200,327	130,212	16,469	0	42,561	40,726	12,500	442,795	39.7%
Student Service Fee	231,478	112,418	27,000	56,792	19,000	0	0	446,688	40.0%
Gifts and Contracts	0	0	0	0	0	0	0	0	0.0%
Investment/ Endowments	0	0	0	0	0	0	0	0	0.0%
<b>TOTAL BUDGETED FUNDS</b>	<b>550,266</b>	<b>274,266</b>	<b>90,467</b>	<b>78,698</b>	<b>68,461</b>	<b>40,726</b>	<b>12,500</b>	<b>\$1,115,384</b>	<b>100.0%</b>
<b>EXPENDITURES</b>									
Salaries	267,637	94,078	22,666	45,548	29,248	25,285		484,462	
Fringe Benefits	74,501	24,552	4,328	12,225	9,313	9,941		134,860	55.5%
Maintenance & Operations	65,686	45,135	13,850	12,750	29,900	3,500		170,821	15.3%
Equipment	16,582	16,000	0	0	0	0		32,582	2.9%
Travel	125,860	94,501	49,623	8,175	0	2,000	12,500	292,659	26.2%
	\$550,266	\$274,266	\$90,467	\$78,698	\$68,461	\$40,726	\$12,500	\$1,115,384	100.0%

Institution Code: 756

Institution Name: Sul Ross State University - Alpine

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	F G H I J K Nonsalary Benefits FY 2015						L Total Compensation	M Explanation / Comments
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other	K Non-Cash Compensation		
William Kibler	President	Appropriated	\$ 65,945		0	0	0	0	0	0	\$65,945	New Employee
		Institutional	\$ 234,055		0	0	0	0	0	0	\$234,055	Change in President and rate of pay
		<b>President Total</b>	<b>\$ 300,000</b>	13.00%	0	0	0	0	0	*	\$300,000	<b>*The President resides on campus and a university owned vehicle is provided</b>
Quint Thurman	Provost & VP for Academic and Student Affairs	Appropriated	\$ 188,440	9.00%	0	0	0	0	0	0	\$188,440	Approved salary change per system office.
Cesario Valenzuela	VP for Finance & Operations	Appropriated	\$ 159,586	1.00%	0	0	0	0	0	0	\$159,586	Longevity change.
Denise Groves	VP for Enrollment Mgt	Appropriated	\$ 132,144	1.00%	0	0	0	0	0	0	\$132,144	Longevity change.
Jim Case	Dean of Arts & Sciences	Appropriated	\$ 113,285	0.00%	0	0	0	0	0	0	\$113,285	
David Gibson	Chief Information Officer	Appropriated	\$ 105,000	0.00%	0	0	0	0	0	0	\$105,000	
Robert J. Kinucan	Dean of Ag & Nat Res Sciences	Appropriated	\$ 105,757	0.00%	0	0	0	0	0	0	\$105,757	
Jimmy W. Clouse	Assoc VP for Facilities, Plan & Const.	Appropriated	\$ 103,487	1.00%	0	0	0	0	0	0	\$103,487	Longevity change.
Larry Guerrero	Dean of Professional Studies	Appropriated	\$ 87,334	0.00%	0	0	0	0	0	0	\$87,334	
Leo G. Dominguez	AVP for Student Affairs and Dean of Student Life	Institutional	\$ 25,305	1.00%	0	0	0	0	0	0	\$25,305	
		Appropriated	\$ 75,913	1.00%	0	0	0	0	0	0	\$75,913	Longevity change.
		<b>Assoc VP Total</b>	<b>\$ 101,218</b>	1.00%	0	0	0	0	0	0	\$101,218	
Donald W. Dowdey	Dean of Library & Info Tech	Appropriated	\$ 83,722	1.00%	0	0	0	0	0	0	\$83,722	Longevity change.
William A. Cloud	Director of Center for BBS	Appropriated	\$ 77,481	1.00%	0	0	0	0	0	0	\$77,481	Longevity change.
Judy A. Perry	Director of Human Resources	Appropriated	\$ 77,445	1.00%	0	0	0	0	0	0	\$77,445	Longevity change.
John Jones	Institutional Research	Appropriated	\$ 77,083	1.00%	0	0	0	0	0	0	\$77,083	Longevity change.
Mary Beth Marks	Assist VP for Enrollment Management	Appropriated	\$ 73,200	1.00%	0	0	0	0	0	0	\$73,200	Longevity change.
Stephanie Nelson	Director of Audits and Analysis	Appropriated	\$ 73,802	1.00%	0	0	0	0	0	0	\$73,802	Longevity change.
Michael Corbett	Director of Financial Aid	Appropriated	\$ 66,330	1.00%	0	0	0	0	0	0	\$66,330	Longevity change.
Lisa George	Director of Accounting Services	Appropriated	\$ 65,000	0.00%	0	0	0	0	0	0	\$65,000	
Bobby Mesker	Lecturer/Head Coach/Interim Athletic Director	Appropriated	\$ 25,836	0.00%	0	0	0	0	0	0	\$25,836	New Athletic Director
Bobby Mesker		Institutional	\$ 32,536	0.00%	0	0	0	0	0	0	\$32,536	
		<b>Ath Director</b>	<b>\$ 58,372</b>	0.00%	0	0	0	0	0	0	\$58,372	
Pamela Pipes	Director of Records and Registration	Appropriated	\$ 62,860	1.00%	0	0	0	0	0	0	\$62,860	Longevity change.
Lillian Chaszar	Director of Customer Service and Instructional Technology	Appropriated	\$ 62,340	1.00%	0	0	0	0	0	0	\$62,340	Longevity change.
Gregory Freidline	Director Infrastructure Services	Appropriated	\$ 60,240	1.00%	0	0	0	0	0	0	\$60,240	Longevity change.

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Sul Ross State University - Alpine  
 Matrix of Budgeted Operating Expenses Reported by Function  
 For the Fiscal Year Ended August 31, 2015

All Fund Groups Budgeted Operating Expenses	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Operation and Maint. of Plant	Scholarships and Fellowships	Auxiliary Enterprises	Staff Benefits	Depreciation and Amortization	Total Operating Expenses
Faculty Salaries	5,128,556	-	-	-	-	-	-	-	-	-	-	5,128,556
Staff Salaries	841,548	212,154	435,288	1,131,736	1,275,404	3,260,330	1,191,958	44,478	1,232,965	-	-	9,625,861
Travel	105,841	-	-	29,656	52,682	80,481	-	-	346,497	-	-	615,157
Other Operating Expenses (M&O)	342,174	77,174	18,537	597,847	196,745	1,653,918	263,829	893,742	1,985,151	-	-	6,029,117
Utilities	-	-	32,900	-	-	-	1,055,000	-	500,000	-	-	1,587,900
Staff Benefits	18,013	32,592	9,223	54,813	-	76,192	-	-	331,996	1,870,000	-	2,392,829
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Equipment	575,061	100,000	-	250,000	50,000	400,000	250,000	-	33,582	-	-	1,658,643
<b>Total Operating Expenses</b>	<b>\$ 7,011,193</b>	<b>\$ 421,920</b>	<b>\$ 495,948</b>	<b>\$ 2,064,052</b>	<b>\$ 1,574,831</b>	<b>\$ 5,470,921</b>	<b>\$ 2,760,787</b>	<b>\$ 938,220</b>	<b>\$ 4,430,191</b>	<b>\$ 1,870,000</b>	<b>\$ -</b>	<b>\$ 27,038,063</b>

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table A. 1  
 Educational & General Funds  
 Budgeted Revenues and Transfers  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 APPROVED BUDGET	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>TUITION AND FEES</b>				
Tuition net of Waivers and Exemptions	\$921,500	\$928,000	\$6,500	0.71%
Lab Fees	0	0	0	0.00%
Other Fees	47,000	46,000	-1,000	-2.13%
<b>TOTAL - TUITION AND FEES</b>	<b>968,500</b>	<b>974,000</b>	<b>5,500</b>	<b>0.57%</b>
<b>STATE APPROPRIATIONS</b>				
General Revenue Appropriation - HB1/SB1	5,120,832	5,124,225	3,393	0.07%
Less: Rider Reductions	0	0	0	0.00%
Staff Benefit Appropriations	209,000	226,000	17,000	8.13%
HEAF Appropriations	445,380	445,380	0	0.00%
<b>TOTAL - STATE APPROPRIATIONS</b>	<b>5,775,212</b>	<b>5,795,605</b>	<b>20,393</b>	<b>0.35%</b>
<b>CURRENT FUNDS</b>				
Indirect Cost Recovery	0	0	0	0.00%
Investment Income	10,000	10,000	0	0.00%
Sales and Services	0	0	0	0.00%
Other Income	0	0	0	0.00%
<b>TOTAL - CURRENT FUNDS</b>	<b>10,000</b>	<b>10,000</b>	<b>0</b>	<b>0.00%</b>
<b>TRANSFERS IN</b>				
Designated Funds- Designated Tuition and Technology Services Fees	969,169	1,208,994	239,825 A	24.75%
<b>TOTAL - TRANSFERS IN</b>	<b>969,169</b>	<b>1,208,994</b>	<b>239,825</b>	<b>24.75%</b>
<b>BUDGETED FUND BALANCES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$7,722,881</b>	<b>\$7,988,599</b>	<b>\$265,718</b>	<b>3.33%</b>

A. Represents an increase in the Designated Tuition supplement due to an increase in expenditures including the 2014 pay raise and funds allocated for Castroville and the BSN.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table A. 2  
 Educational & General Funds  
 Budgeted Expenditures  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>RESIDENT INSTRUCTION</b>				
Business Administration	\$446,595	\$414,890	(\$31,705)	-7.10%
Education	329,456	277,107	(52,349)	-15.89%
Humanities	234,239	60,977	(173,262) A	-73.97%
Natural and Behavioral Sciences	20,800	56,960	36,160	173.85%
Unallocated Salaries	69,737	0	(69,737)	-100.00%
<b>TOTAL RESIDENT INSTRUCTION</b>	<b>1,100,827</b>	<b>809,934</b>	<b>(290,893)</b>	<b>-26.42%</b>
<b>INSTRUCTIONAL ADMINISTRATION</b>				
ORGANIZED ACTIVITIES	144,474	165,244	20,770	14.38%
LIBRARY	0	0	0	0.00%
	0	51,000	51,000	100.00%
<b>PLANT SUPPORT</b>				
Facilities Leases	721,272	1,162,645	441,373 A	61.19%
<b>TOTAL PLANT SUPPORT</b>	<b>721,272</b>	<b>1,162,645</b>	<b>441,373</b>	<b>61.19%</b>
STUDENT SERVICES	435,144	435,469	325	0.07%
INSTITUTIONAL SUPPORT	377,222	387,259	10,037	2.66%
STAFF BENEFITS	660,000	649,500	(10,500)	-1.59%
SPECIAL ITEMS	2,593,248	2,593,248	0	0.00%
HIGHER EDUCATION ASSISTANCE FUND	445,380	445,380	0	0.00%
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>6,477,567</b>	<b>6,699,679</b>	<b>222,112</b>	<b>3.43%</b>
<b>TRANSFERS OUT</b>				
Transfer out for TPEG	128,085	127,920	(165)	-0.13%
Rio Grande College Administrative Costs	1,117,229	1,161,000	43,771	3.92%
<b>TOTAL - TRANSFERS OUT</b>	<b>1,245,314</b>	<b>1,288,920</b>	<b>43,606</b>	<b>3.50%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$7,722,881</b>	<b>\$7,988,599</b>	<b>\$265,718</b>	<b>3.33%</b>

A. Represents the shift of expenses to/from Special Items to budget according to line item appropriations as much as possible for Infrastructure Support and Institutional Enhancement. The net increase in expenditures is due to factors such as the 2014 pay raise and funding for Castroville and the BSN.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table B.1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>FEES</b>				
Computer Access Fee	\$80,000	\$101,000	\$21,000	26.25%
Commencement Fee	8,000	6,000	(2,000)	-25.00%
Designated Tuition	1,050,000	1,200,000	150,000 A	14.29%
Distance Learning Fee	200,000	127,000	(73,000)	-36.50%
International Education Fee	3,000	3,000	0	0.00%
Library Services Fee	33,000	33,000	0	0.00%
Technology Services Charges	288,000	280,000	(8,000)	-2.78%
Other Fees	9,000	8,600	(400)	-4.44%
<b>TOTAL FEES</b>	<b>1,671,000</b>	<b>1,758,600</b>	<b>87,600</b>	<b>5.24%</b>
<b>SALES AND SERVICES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>FINANCIAL AID ADMIN. EXPENSE</b>				
<b>INVESTMENT INCOME</b>				
<b>TOTAL REVENUES</b>	<b>1,671,000</b>	<b>1,758,600</b>	<b>87,600</b>	<b>5.24%</b>
<b>TRANSFERS IN</b>				
TPEG-Grants	115,277	115,128	(149)	-0.13%
<b>TOTAL TRANSFERS IN</b>	<b>115,277</b>	<b>115,128</b>	<b>(149)</b>	<b>-0.13%</b>
<b>BUDGETED FUND BALANCES</b>	<b>217,461</b>	<b>388,682</b>	<b>171,221 B</b>	<b>78.74%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$2,003,738</b>	<b>\$2,262,410</b>	<b>\$258,672</b>	<b>12.91%</b>

A. The Designated Tuition rate was increased to \$72 from \$62 effective Fall 2014..

B. The increase in the use of fund balance represents an increase in the supplement needed for the Educational and General budget, an increase in the use of Computer Access Fees, as well as the Distance Learning Fees.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table B.2  
Designated Funds  
Budgeted Expenditures  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>INSTRUCTION</b>				
International Education Fee	2,950	2,950	0	0.00%
<b>TOTAL INSTRUCTION</b>	<b>\$2,950</b>	<b>\$2,950</b>	<b>\$0</b>	<b>0.00%</b>
<b>ACADEMIC SUPPORT</b>				
Commencement	13,230	13,230	0	0.00%
Computer Access Charge	167,227	168,825	1,598	0.96%
Distance Learning Fee	80,000	80,000	0	0.00%
Library Services Fee	33,000	33,000	0	0.00%
QEP Implementation	55,669	64,399	8,730	15.68%
All Others	4,000	4,000	0	0.00%
<b>TOTAL ACADEMIC SUPPORT</b>	<b>353,126</b>	<b>363,454</b>	<b>10,328</b>	<b>2.92%</b>
<b>STUDENT SERVICES</b>				
Student Services	1,764	1,764	0	0.00%
<b>TOTAL STUDENT SERVICES</b>	<b>1,764</b>	<b>1,764</b>	<b>0</b>	<b>0.00%</b>
<b>INSTITUTIONAL SUPPORT</b>				
Employee Training - RGC	3,000	3,000	0	0.00%
Information Technology Management	260,332	268,000	7,668	2.95%
Merit Increase Reserve	100,000	70,000	(30,000)	-30.00%
Property Insurance	2,000	2,000	0	0.00%
RGC Contingency	12,000	14,000	2,000	16.67%
SORM Workers Compensation Assessment	1,000	1,000	0	0.00%
Assoc. Provost and Dean - RGC	15,000	15,000	0	0.00%
All Others	79,120	66,120	(13,000)	-16.43%
<b>TOTAL INSTITUTIONAL SUPPORT</b>	<b>472,452</b>	<b>439,120</b>	<b>(33,332)</b>	<b>-7.06%</b>
<b>SCHOLARSHIPS/FELLOWSHIPS</b>				
Financial Assistance Set Aside - DT	54,000	85,000	31,000	57.41%
TPEG - Resident	114,345	113,940	(405)	-0.35%
TPEG - Non-Resident	932	1,188	256	27.47%
<b>TOTAL SCHOLARSHIPS/FELLOWSHIPS</b>	<b>169,277</b>	<b>200,128</b>	<b>30,851</b>	<b>18.23%</b>
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>999,569</b>	<b>1,007,416</b>	<b>7,847</b>	<b>0.79%</b>
<b>TRANSFERS OUT</b>				
Educational and General Funds				
Designated Tuition/ Technology Services	969,169	1,208,994	239,825 A	24.75%
Texas State University System Adm. Costs	35,000	46,000	11,000	31.43%
<b>TOTAL TRANSFERS OUT</b>	<b>1,004,169</b>	<b>1,254,994</b>	<b>250,825</b>	<b>24.98%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$2,003,738</b>	<b>\$2,262,410</b>	<b>\$258,672</b>	<b>12.91%</b>

A. Represents an increase in the Designated Tuition supplement to E&G due primarily to the 2014 pay raise, and funding for Castroville and the new BSN program.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table C.1  
 Auxiliary Funds  
 Budgeted Revenues and Transfers  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>NON-PLEDGED</b>				
<b>REVENUE</b>				
Fees				
Student Service Fee	\$228,000	\$226,000	(\$2,000)	-0.88%
Total Fees	228,000	226,000	(2,000)	-0.88%
Sales and Services				
Other Sales & Services	0	0	0	0.00%
Total Sales and Services	0	0	0	0.00%
Other				
Investment	6,000	6,000	0	0.00%
Total Other	6,000	6,000	0	0.00%
<b>TOTAL REVENUE</b>	<b>234,000</b>	<b>232,000</b>	<b>(2,000)</b>	<b>-0.85%</b>
<b>BUDGETED FUND BALANCE</b>	<b>148,902</b>	<b>159,974</b>	<b>11,072</b>	<b>7.44%</b>
<b>TOTAL TRANSFERS IN</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL NON-PLEDGED</b>	<b>\$382,902</b>	<b>\$391,974</b>	<b>\$9,072</b>	<b>2.37%</b>
<b>PLEDGED</b>				
Fees				
Total Fees	\$0	\$0	\$0	0.00%
Sales and Services				
Total Sales and Services	0	0	0	0.00%
Other				
Total Other	0	0	0	0.00%
<b>TOTAL PLEDGED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$382,902</b>	<b>\$391,974</b>	<b>\$9,072</b>	<b>2.37%</b>

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table C.2  
 Auxiliary Funds  
 Budgeted Expenditures  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>NON-PLEDGED</b>				
Student Service Fee				
Advertising - RGC	25,000	25,000	0	0.00%
Bank Service Charges - RGC	500	500	0	0.00%
Leadership Retreat - RGC	2,900	2,900	0	0.00%
Program Development - RGC	27,960	25,000	(2,960)	-10.59%
Student Academic Tools - RGC	34,400	35,100	700	2.03%
Student Services - RGC	168,187	180,926	12,739	7.57%
Student Development - RGC	25,000	22,425	(2,575)	-10.30%
Student Copy Service-RGC	10,388	10,128	(260)	-2.50%
Student Government - RGC	21,251	22,679	1,428	6.72%
Student Growth Activities - RGC	15,140	15,140	0	0.00%
Student Publications - RGC	3,840	3,840	0	0.00%
Student Service Fee Contingency	24,500	24,500	0	0.00%
University Funds for Organizations	23,836	23,836	0	0.00%
Total Student Service Fee	382,902	391,974	9,072	2.37%
<b>TOTAL NON-PLEDGED</b>	<b>\$382,902</b>	<b>\$391,974</b>	<b>\$9,072</b>	<b>2.37%</b>
<b>PLEDGED</b>				
<b>TOTAL PLEDGED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>
<b>TOTAL - FUNDS BUDGETED</b>	<b>\$382,902</b>	<b>\$391,974</b>	<b>\$9,072</b>	<b>2.37%</b>

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table D  
Higher Education Assistance Fund (HEAF)  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY2014 PROPOSED AMOUNT	FY2015 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED
<b>EDUCATIONAL &amp; GENERAL</b>				
Equipment	\$295,380	\$295,380	\$0	0.00%
Banner Implementation	0	0	\$0	0.00%
Library Books	150,000	150,000	0	0.00%
<b>TOTAL EDUCATIONAL &amp; GENERAL</b>	<b>445,380</b>	<b>445,380</b>	<b>0</b>	<b>0.00%</b>
<b>DESIGNATED FUNDS</b>				
Unallocated	0	0	0	
<b>TOTAL DESIGNATED FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>PLANT FUNDS</b>				
None Allocated				
<b>TOTAL PLANT FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL - BUDGETED HEAF</b>	<b>\$445,380</b>	<b>\$445,380</b>	<b>\$0</b>	<b>0.00%</b>

HEAF SUMMARY

Estimated Balance 09/01/14	\$870,531
Appropriations	445,380
Budgeted Expenditures:	
Educational and General	(445,380)
Estimated Balance 08/31/15	<u>\$870,531</u>

SUL ROSS STATE UNIVERSITY--RIO GRANDE COLLEGE

Table G.1  
Auxiliary Enterprises Operations  
Intercollegiate Athletics  
Year Ending August 31, 2015

Sul Ross State University - Rio Grande College does not have an Intercollegiate Athletics program

Institution Code: 756

Institution Name: Sul Ross State University - Rio Grande College

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	Nonsalary Benefits FY 2015						L Total Compensation	M Explanation / Comments
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other	K Non-Cash Compensation		
John Paul Sorrels	Assoc Provost/Dean	Appropriated	\$ 118,307	1.00%	0	0	0	0	0	0	\$118,307	Longevity Change
Claudia Wright	Director of Admissions, Records and Student Services	Appropriated	\$ 77,347	1.00%	0	0	0	0	0	0	\$77,347	Longevity Change
Joseph Langford	Director of RGC Operations	Appropriated	\$ 61,215	1.00%	0	0	0	0	0	0	\$61,215	Longevity Change
Laura Nelson	Director of Publications & Media	Appropriated	\$ 54,847	1.00%	0	0	0	0	0	0	\$54,847	Longevity Change
Delia Ramirez	Director of Business Services	Appropriated	\$ 47,754	1.00%	0	0	0	0	0	0	\$47,754	Longevity Change

Sul Ross State University - Rio Grande College  
Matrix of Budgeted Operating Expenses Reported by Function  
For the Fiscal Year Ended August 31, 2015

All Fund Groups Budgeted Operating Expenses	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Operation and Maint. of Plant	Scholarships and Fellowships	Auxiliary Enterprises	Staff Benefits	Depreciation and Amortization	Total Operating Expenses
Faculty Salaries	2,178,870	-	-	-	-	-	-	-	-	-	-	2,178,870
Staff Salaries	45,152	-	160,666	165,244	354,299	611,274	-	31,770	111,206	-	-	1,479,611
Travel	102,800	-	-	9,500	18,280	54,556	-	-	19,500	-	-	204,636
Other Operating Expenses (M&O)	184,236	12,500	23,956	101,230	62,890	864,287	-	221,008	218,869	-	-	1,688,976
Lease of Facilities	-	-	-	-	-	-	1,393,701	-	-	-	-	1,393,701
Staff Benefits	-	-	-	-	-	15,996	-	-	42,399	649,500	-	707,895
Administrative Support	-	-	-	-	-	-	-	-	-	-	-	-
Equipment	150,000	25,000	-	196,000	25,000	49,380	-	-	-	-	-	445,380
<b>Total Operating Expenses</b>	<b>\$ 2,661,058</b>	<b>\$ 37,500</b>	<b>\$ 184,622</b>	<b>\$ 471,974</b>	<b>\$ 460,469</b>	<b>\$ 1,595,493</b>	<b>\$ 1,393,701</b>	<b>\$ 252,778</b>	<b>\$ 391,974</b>	<b>\$ 649,500</b>	<b>\$ -</b>	<b>\$ 8,099,069</b>



OFFICE OF THE PRESIDENT

phone 512.245.2121  
fax 512.245.8088

601 UNIVERSITY DRIVE  
SAN MARCOS, TEXAS 78666-4684

WWW.TXSTATE.EDU

DENISE M. TRAUTH  
PRESIDENT

June 30, 2014

Members of the Board of Regents  
The Texas State University System

Dear Members of the Board of Regents:

The fiscal year 2015 annual operating budget for Texas State University has been prepared using previously approved tuition and fee rates and the state appropriations from the 83<sup>rd</sup> Legislature for the second year of the biennium.

Enrollment figures for the 2013-2014 year were used to project income for the 2014-2015 year. While we expect a modest enrollment increase next year, our experience for several years with the rapidly increasing cost of Hazlewood exemptions has confirmed our previous policy of not counting on increased revenue until it materializes. We also used conservative estimates of Auxiliary Enterprise income and investment earnings in preparation of this budget.

We have funded a three percent merit pool in this budget for faculty and staff salary increases. The cost of this for our employees paid from appropriations and tuition is \$4,766,000 to be funded by previously-approved Designated Tuition increases and enrollment growth in the current fiscal year. Other income-generating accounts and grant accounts must fund similar pay raises from their available resources. Due to the early due date of the attached materials, managers across the University have not yet allocated these merit increases. Therefore, salary information elsewhere in this document reflects fiscal year 2014 levels. FY 2015 salary levels will be reflected in the Administrative Accountability Report filed with the System Administrative Office and other state agencies in early fall.

The ongoing increase in the cost of employee and retiree group health insurance premiums will require an increase of \$2,469,561 in our benefits budgets. Faculty promotion and tenure decisions, plus benefits, will result in an additional \$253,650 being allocated. We added \$1,608,000 to provide increases in Graduate Assistantships to make these positions more competitive with other Texas Emerging Research Universities. We also added \$78,000 in new Doctoral Assistantships to the budget for the Ph.D. program in Developmental Education.

Utilities, Custodial, and Maintenance on new and existing buildings will require an increase of \$527,571. We have been advised that Texas State's portion of the TSUS service charge passed on to components will increase by approximately 10 percent, or \$197,215. The cost of hardware and software maintenance also requires a budget increase of \$508,850.

Texas State has not had a general increase in the number of new staff positions for six years despite a 22 percent increase in enrollment in this time frame. Therefore, we allocated \$990,000 in new staff positions across all divisions of the University. They include administrative assistants in academic departments, an additional internal auditor, programmers, an e-procurement specialist, recycling workers, and a financial aid compliance specialist, among others.

We made provisions in last year's budget to account for ongoing increases in the cost of the Hazlewood and Hazlewood Legacy tuition and fee waiver program. We waived \$14,066,531 in tuition and fees under this program in 2014. This was an increase of over \$500,000 from the amount waived in fiscal year 2013. While the growth of these programs has slowed, we anticipate another reduction in our available revenue again in 2015. The Legislature created a new "endowment" fund to assist with these costs and it should produce a distribution in 2015. However, we estimate receiving only \$800,000 per year, or less than six percent of the total amount waived from the fund. This will not be budgeted until received.

We anticipate continued enrollment growth, and, while growth provides additional revenue, growth does not come without increased costs. Each fall, once any additional revenue is accounted for, we first increase the Faculty Salaries budgets of each academic department needing to hire additional per course faculty to teach the additional sections required by growth. We also have a formula for increasing the maintenance and operating budgets of these academic departments.

Texas State's financial picture is sound, thanks for the most part to strong enrollment demand. We are also appreciative of the increase in General Revenue funding from the Legislature for the 2014-2015 biennium, and thankful to you our Board members for approving tuition and fee increases in the past this has allowed us to make the tremendous progress we have made in moving the University forward and ensuring a high quality education for our students.

Sincerely,



Denise M. Trauth  
President



William A. Nance  
Vice President for Finance and Support Services

# Texas State University

Table A 1  
Current Fund Revenues and Expenditures  
Educational & General Funds  
Revenues and Transfers

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Tuition and Fees					
Tuition	\$49,192,000	\$50,857,000	1,665,000	3.38%	
Lab Fees	71,000	58,000	(13,000)	-18.31%	
<b>Total Tuition and Fees</b>	<b>49,263,000</b>	<b>50,915,000</b>	<b>1,652,000</b>	<b>3.35%</b>	
State Appropriations					
General Revenue Appropriation	91,925,549	91,730,292	-195,257	-0.21%	
HEAF Appropriations	21,863,258	21,863,258	-	0.00%	
Staff Benefit Appropriations	19,460,000	20,228,000	768,000	3.95%	
<b>Total Registration Fees</b>	<b>133,248,807</b>	<b>133,821,550</b>	<b>572,743</b>	<b>0.43%</b>	
Current Funds					
Investment Income	400,000	400,000	-	0.00%	
Sales, Services, and Other Income	863,000	994,000	131,000	15.18%	(1)
Administrative Overhead Credit	1,650,000	1,650,000	-	0.00%	
<b>Total Current Funds</b>	<b>2,913,000</b>	<b>3,044,000</b>	<b>131,000</b>	<b>4.50%</b>	
<b>Total Revenues</b>	<b>185,424,807</b>	<b>187,780,550</b>	<b>2,355,743</b>	<b>1.27%</b>	
Transfers In					
Designated Tuition	57,941,000	64,517,000	6,576,000	11.35%	(2)
<b>Total Transfers In</b>	<b>57,941,000</b>	<b>64,517,000</b>	<b>6,576,000</b>	<b>11.35%</b>	
Budgeted Fund Balances	-	-	-	-	
<b>Total Budgeted Funds</b>	<b>\$243,365,807</b>	<b>\$252,297,550</b>	<b>\$8,931,743</b>	<b>3.67%</b>	

# Texas State University

Table A 1  
Current Fund Revenues and Expenditures  
Educational & General Funds  
Revenues and Transfers

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Sales, Services, and Other Income	\$131,000	Reflects increased activity for Child Development Center
(2)	Transfers In - Designated Tuition	\$6,576,000	Reflects use of Board-authorized Designated Tuition increase to fund merit raises, benefits, and graduate assistantships.

# Texas State University

Table A 2  
Current Fund Revenues and Expenditures  
Educational & General Funds  
Expenditures

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Resident Instruction					
Applied Arts	\$8,764,764	\$8,853,628	\$88,864	1.01%	
Business	11,198,484	\$12,155,021	956,537	8.54%	(1)
Education	12,425,038	\$12,852,456	427,418	3.44%	
Fine Arts and Communications	13,299,123	\$13,951,162	652,039	4.90%	
Health Professions	6,669,018	\$6,961,083	292,065	4.38%	
Liberal Arts	23,927,533	\$25,208,487	1,280,954	5.35%	(2)
Science	20,235,374	\$21,471,039	1,235,665	6.11%	(3)
Other Instruction	2,285,567	\$2,334,866	49,299	2.16%	
Faculty Salaries General	12,162,173	\$12,812,057	649,884	5.34%	(4)
Reserves	6,938,976	\$7,516,426	577,450	8.32%	(5)
Total Resident Instruction	<u>117,906,050</u>	<u>\$124,116,224</u>	<u>6,210,174</u>	<u>5.27%</u>	
Instructional Administration					
Organized Activities	5,809,852	\$5,812,497	2,645	0.05%	
Organized Research	863,000	\$994,000	131,000	15.18%	(6)
Library	3,478,240	\$2,564,138	-914,102	-26.28%	(7)
Student Services	5,218,529	\$5,338,057	119,528	2.29%	
Intuition Support	6,029,851	\$6,052,218	22,366	0.37%	
Plant Support	10,445,222	\$10,547,952	102,730	0.98%	
Staff Benefits	10,589,057	\$10,569,227	-19,830	-0.19%	
Special Items	43,560,084	\$46,259,839	2,699,755	6.20%	(8)
Total Budget Expenditures	<u>3,227,671</u>	<u>\$3,255,998</u>	<u>28,327</u>	<u>0.88%</u>	
Transfers Out					
Tuition Transfers (TPEG)	207,127,556	\$215,510,148	8,382,592	4.05%	
TRB Debt Service	6,111,000	\$6,186,000	75,000	1.23%	
HEAF Bond Transfers	10,900,613	\$10,339,630	-560,983	-5.15%	(9)
HEAF Plant Funds	0	\$1,050,000	1,050,000	-	(10)
Total Transfers Out	<u>19,226,638</u>	<u>\$19,211,772</u>	<u>-14,866</u>	<u>-0.08%</u>	
Budgeted Expenditures & Transfers Out	<u>\$243,365,807</u>	<u>\$252,297,550</u>	<u>\$8,931,743</u>	<u>3.67%</u>	

# Texas State University

Table A 2  
Current Fund Revenues and Expenditures  
Educational & General Funds  
Expenditures

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Business	\$956,537	Reflects new faculty positions.
(2)	Liberal Arts	\$1,280,954	Reflects new faculty positions and graduate assistant raises.
(3)	Science	\$1,235,665	Reflects new faculty positions and graduate assistant raises.
(4)	Faculty Salaries General	\$649,884	Reflects increase for summer salaries
(5)	Reserves	\$577,450	Reflects increased provision for new positions and salary increases.
(6)	Organized Activities	\$131,000	Reflects increased activity for Child Development Center
(7)	Organized Research	-\$914,102	HEAF formerly budgeted for capital expenditures related to research is now budgeted for debt service, offset by more Designated budgeted for research.
(8)	Staff Benefits	\$2,699,755	Reflects increased cost of insurance premiums including retiree insurance as well as increased cost of benefits for pay raises.
(9)	TRB Debt Service	-\$560,983	Reflects debt service schedule.
(10)	HEAF Debt Service	\$1,050,000	HEAF formerly budgeted for capital expenditures related to research is now budgeted for debt service, offset by more Designated budgeted for research.

# Texas State University

Table B 1  
Current Fund Revenues and Expenditures  
Designated Funds  
Revenues and Transfers

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Registration Fees					
Designated Tuition	\$143,883,000	\$159,490,000	\$15,607,000	10.85%	(1)
Advising Fee	5,786,000	6,050,000	264,000	4.56%	
Computer Service Fees	12,132,000	12,576,000	444,000	3.66%	
Environmental Service Fee	73,000	75,000	2,000	2.74%	
Extension & Study Abroad	2,199,000	2,886,000	687,000	31.24%	(2)
International Fee	202,000	202,000	-	0.00%	
Library Fee	8,079,000	8,377,000	298,000	3.69%	
Repeat Fee	1,603,000	1,603,000	-	0.00%	
Student Publication Fees	587,000	600,000	13,000	2.21%	
Total Registration Fees	174,544,000	191,859,000	17,315,000	9.92%	
Incidental Fees	7,940,000	8,511,000	571,000	7.19%	(3)
Sales and Services	3,574,000	3,792,200	218,200	6.11%	(4)
Indirect Cost Recovery	3,600,000	3,700,000	100,000	2.78%	
Investment Income	1,745,000	1,745,000	-	0.00%	
Total Revenue	191,403,000	209,607,200	18,204,200	9.51%	
Transfers From Other Funds					
Tuition Transfers	6,111,000	6,186,000	75,000	1.23%	
Budgeted Fund Balances	-	-	-	-	
Total Budgeted Funds	\$197,514,000	\$215,793,200	\$18,279,200	9.25%	

# Texas State University

Table B 1  
Current Fund Revenues and Expenditures  
Designated Funds  
Revenues and Transfer

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Designated Tuition	\$15,607,000	Reflects Board-authorized Designated Tuition increase and enrollment increases in fiscal year 2014.
(2)	Extension & Study Abroad	\$687,000	Reflects growth in Extension program.
(3)	Incidental Fees	\$571,000	Reflects increased estimates for undergraduate applications and orientation as well as campus construction overhead.
(4)	Sales and Services	\$218,200	Reflects increases in Teacher Fellows and HHP Internship programs.

# Texas State University

Table B 2  
Current Fund Revenues and Expenditures  
Designated Funds  
Expenditures

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Instruction					
Academic Departments	\$8,571,141	\$8,512,277	-\$58,864	-0.69%	
Continuing Education	1,267,000	1,322,000	55,000	4.34%	
Extension & Study Abroad	2,199,000	2,886,000	687,000	31.24%	(1)
All Other	706,625	788,108	81,483	11.53%	
Total Instruction	<u>12,743,767</u>	<u>13,508,385</u>	<u>764,619</u>	<u>6.00%</u>	
Research	<u>4,871,684</u>	<u>6,443,121</u>	<u>1,571,437</u>	<u>32.26%</u>	(2)
Public Service	<u>930,000</u>	<u>985,200</u>	<u>55,200</u>	<u>5.94%</u>	
Academic Support					
Advising	5,786,000	6,050,000	264,000	4.56%	
Computer Services	13,225,501	12,158,237	-1,067,264	-8.07%	(3)
Library	8,238,108	8,521,108	283,000	3.44%	
All Other	2,175,869	3,879,422	1,703,553	78.29%	(4)
Total Academic Support	<u>29,425,478</u>	<u>30,608,766</u>	<u>1,183,288</u>	<u>4.02%</u>	
Student Services	<u>4,653,915</u>	<u>5,390,536</u>	<u>736,621</u>	<u>15.83%</u>	
Plant Support					
Facilities Operations	8,590,756	9,205,278	614,522	7.15%	(5)
Utilities	16,903,597	17,266,244	362,647	2.15%	
Total Plant Support	<u>25,494,353</u>	<u>26,471,522</u>	<u>977,169</u>	<u>3.83%</u>	
Institutional Support					
Accounting/Business Services	2,581,826	2,644,401	62,575	2.42%	
Development	3,370,066	3,435,581	65,515	1.94%	
Fringe Benefits	4,819,908	5,426,259	606,351	12.58%	(6)
All Other	11,825,402	14,381,133	2,555,731	21.61%	(7)
Total Institutional Support	<u>22,597,202</u>	<u>25,887,374</u>	<u>3,290,172</u>	<u>14.56%</u>	
Scholarship/Fellowships					
TPEG/Financial Aid Set-Aside	26,695,000	24,131,000	-2,564,000	-9.60%	(8)
All Other	3,416,580	4,310,967	894,387	26.18%	(9)
Total Scholarship/Fellowships	<u>30,111,580</u>	<u>28,441,967</u>	<u>-1,669,613</u>	<u>-5.54%</u>	
Total Expenditures	<u>130,827,978</u>	<u>137,736,871</u>	<u>6,908,893</u>	<u>5.28%</u>	

# Texas State University

Table B 2  
Current Fund Revenues and Expenditures  
Designated Funds  
Expenditures

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Transfers To					
Educational & General Funds	57,941,000	64,517,000	6,576,000	11.35%	(10)
Athletics	3,635,680	3,837,500	201,820	5.55%	(11)
Plant Funds/Debt Service	3,137,200	2,121,472	-1,015,728	-32.38%	(12)
Be-on-Time	0	5,411,000	5,411,000	-	(13)
TSUS for Administrative Costs	1,972,142	2,169,357	197,215	10.00%	(14)
Total Transfers Out	<u>66,686,022</u>	<u>78,056,329</u>	<u>11,370,307</u>	<u>17.05%</u>	
Budgeted Expenditures & Transfers					
Out	<u>\$197,514,000</u>	<u>\$215,793,200</u>	<u>\$18,279,200</u>	<u>9.25%</u>	

# Texas State University

Table B 2  
Current Fund Revenues and Expenditures  
Designated Funds  
Expenditures

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Extension & Study Abroad	\$687,000	Reflects growth in Extension program.
(2)	Research	\$1,571,437	Reflects Designated Tuition used to replace HEAF funding for faculty start-ups and grant matching as well as CLAS research.
(3)	Computer Services	-\$1,067,264	Reflects move of Hardware/Software Maintenance account to Institutional Support
(4)	All Other	\$1,703,553	Reflects move of Provost's reserves from E&G to Designated
(5)	Facilities Operations	\$614,522	Reflects move of custodial operations from E&G to Designated as operation is outsourced.
(6)	Fringe Benefits	\$606,351	Reflects increased cost of insurance premiums including retiree insurance as well as increased cost of benefits for pay raises.
(7)	Institutional Support - All Other	\$2,555,731	Reflects move of Hardware/Software Maintenance account from Institutional Support
(8)	TPEG/Financial Aid Set-Aside	-\$2,564,000	Reflects reclassification of B-On-Time from Scholarships to Transfers.
(9)	All Other Scholarships	\$894,387	Reflects increase for achievement scholarships.
(10)	Transfer to E&G Funds	\$6,576,000	Reflects use of Board-authorized Designated Tuition increase to fund merit raises and strategic plan initiatives
(11)	Transfer to Athletics	\$201,820	Reflects correction to estimated income for vending.
(12)	Transfers to Plant Funds/Debt Service	-\$1,015,728	HEAF formerly budgeted for capital expenditures related to research is now budgeted for debt service, offset by more Designated budgeted for research.
(13)	Be-on-Time	\$5,411,000	Reflects reclassification of B-On-Time from Scholarships to Transfers.
(14)	TSUS for Administrative Costs	\$197,215	Reflects increased billings for fiscal year 2015

# Texas State University

Table C 1  
Current Fund Revenues and Expenditures  
Auxiliary Funds  
Revenues and Transfers

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
<b>Fees</b>					
Athletics Fee	\$16,167,000	\$16,765,000	\$598,000	3.70%	
Medical Service Fee	3,698,000	3,767,000	69,000	1.87%	
Recreational Sports Fee	6,360,000	6,507,000	147,000	2.31%	
Student Bus Fee	5,318,000	6,219,000	901,000	16.94%	(1)
Student Center Fee	4,328,000	4,428,000	100,000	2.31%	
Student Service Fee	6,038,000	6,235,000	197,000	3.26%	
<b>Total Fees</b>	<b>41,909,000</b>	<b>43,921,000</b>	<b>2,012,000</b>	<b>4.80%</b>	
<b>Sales and Services</b>					
Athletics	4,829,000	6,030,000	1,201,000	24.87%	(2)
Bookstore	10,250,000	9,500,000	-750,000	-7.32%	(3)
Food Service	12,200,000	13,882,000	1,682,000	13.79%	(4)
Housing	35,328,000	39,395,000	4,067,000	11.51%	(5)
Student Health Center	1,775,000	1,775,000	0	0.00%	
Parking	7,033,000	7,210,750	177,750	2.53%	
Other Sales and Services	3,096,000	2,710,600	-385,400	-12.45%	(6)
<b>Total Sales and Services</b>	<b>74,511,000</b>	<b>80,503,350</b>	<b>5,992,350</b>	<b>8.04%</b>	
Interest Income	2,313,000	2,313,000	-	0.00%	
<b>Total Auxiliary Enterprise Revenue</b>	<b>118,733,000</b>	<b>126,737,350</b>	<b>8,004,350</b>	<b>6.74%</b>	
<b>Transfers In</b>					
Transfer to Athletics - Designated	3,635,680	3,837,500	201,820	5.55%	(7)
Transfer to Athletics - Auxiliary	2,273,000	2,087,000	-186,000	-8.18%	(8)
<b>Total Transfers In</b>	<b>5,908,680</b>	<b>5,924,500</b>	<b>15,820</b>	<b>0.27%</b>	
<b>Budgeted Fund Balances</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	
<b>Total Budgeted Funds</b>	<b>\$124,641,680</b>	<b>\$132,661,850</b>	<b>\$8,020,170</b>	<b>6.43%</b>	

# Texas State University

Table C 1  
Current Fund Revenues and Expenditures  
Auxiliary Funds  
Revenues and Transfers

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Student Bus Fee	\$901,000	Reflects Board-authorized fee increase
(2)	Athletics	\$1,201,000	Reflects increase in football revenue and distribution from Sunbelt Conference.
(3)	Bookstore	-\$750,000	The provision of lower cost textbook options for students has reduced revenue while maintaining bookstore profitability.
(4)	Food Service	\$1,682,000	Reflects increased revenues due to West Campus housing opening.
(5)	Housing	\$4,067,000	Reflects increased revenues due to West Campus housing opening.
(6)	Other Sales and Services	-\$385,400	Reflects decreased estimates for Vending and Student Center Retail.
(7)	Transfer to Athletics - Designated	\$201,820	Reflects correction to estimated income for vending, making less funding available for Athletics from this source. Replaced with Designated funding.
(8)	Transfer to Athletics - Auxiliary	-\$186,000	Reflects correction to estimated income for vending, making less funding available for Athletics from this source. Replaced with Designated funding.

# Texas State University

Table C 2  
Current Fund Revenues and Expenditures  
Auxiliary Funds  
Expenditures and Transfers Out

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
<b>Student Fees</b>					
Medical Service Fee	\$3,431,840	\$3,499,388	\$67,548	1.97%	
Recreational Sports Fee	3,744,098	3,895,712	151,614	4.05%	
Student Bus Fee	5,325,000	6,249,600	924,600	17.36%	(1)
Student Center Fee	3,530,109	3,644,831	114,722	3.25%	
Student Service Fee	6,038,000	6,235,000	197,000	3.26%	
<b>Total Student Fees</b>	<b>22,069,047</b>	<b>23,524,531</b>	<b>1,455,484</b>	<b>6.60%</b>	
<b>Auxiliary Income Generating</b>					
Athletics	23,267,535	25,084,823	1,817,288	7.81%	(2)
Bookstore	9,818,803	9,063,629	-755,174	-7.69%	(3)
Food Service	12,200,000	13,882,000	1,682,000	13.79%	(4)
Housing	26,382,624	28,376,929	1,994,305	7.56%	(5)
Parking	2,599,050	2,779,649	180,599	6.95%	(6)
Student Health Center	1,775,000	1,775,000	0	0.00%	
All Others	3,129,000	2,906,000	-223,000	-7.13%	(7)
<b>Total Auxiliary Income Generating</b>	<b>79,172,012</b>	<b>83,868,030</b>	<b>4,696,018</b>	<b>5.93%</b>	
<b>Auxiliary Enterprise Expenditures</b>	<b>101,241,060</b>	<b>107,392,561</b>	<b>6,151,501</b>	<b>6.08%</b>	
<b>Transfers Out</b>					
Auxiliary Transfer to Athletics	2,273,000	2,087,000	-186,000	-8.18%	(8)
Athletics Debt Service	3,637,145	3,634,677	-2,468	-0.07%	
Bookstore Debt Service	431,197	436,371	5,174	1.20%	
Housing Debt Service	8,945,376	11,018,071	2,072,695	23.17%	(9)
Health Center Debt Service	266,160	267,612	1,452	0.55%	
Parking Debt Service	4,433,950	4,431,101	-2,849	-0.06%	
Recreational Sports Debt Service	2,615,902	2,611,288	-4,614	-0.18%	
Student Center Debt Service	797,891	783,169	-14,722	-1.85%	
<b>Total Transfers Out</b>	<b>23,400,620</b>	<b>25,269,289</b>	<b>1,868,669</b>	<b>7.99%</b>	
<b>Budgeted Expenditures &amp; Transfers Out</b>	<b>\$124,641,680</b>	<b>\$132,661,850</b>	<b>\$8,020,170</b>	<b>6.43%</b>	

# Texas State University

Table C 2  
Current Fund Revenues and Expenditures  
Auxiliary Funds  
Expenditures

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Student Bus Fee	\$924,600	Reflects increased cost of services in first year of new contract.
(2)	Athletics	\$1,817,288	Reflects increased costs of FBS-level competition including scholarships and increased provision for facilities.
(3)	Bookstore	-\$755,174	Reflects the provision of lower cost textbook options for students resulting in lower cost of goods sold.
(4)	Food Service	\$1,682,000	Reflects increased costs to serve new West Campus housing residents.
(5)	Housing	\$1,994,305	Reflects increased costs to serve new West Campus housing residents.
(6)	Parking	\$180,599	Reflects increased revenue from permit sales and parking garages.
(7)	All Others	-\$223,000	Reflects decreased revenues of Student Center Retail account as that operation has been outsourced.
(8)	Auxiliary Transfer to Athletics	-\$186,000	Reflects correction to estimated income for vending, making less funding available for Athletics from this source. Replaced with Designated funding.
(9)	Housing Debt Service	\$2,072,695	Reflects additional debt service with West Campus housing coming on line.

# Texas State University

Table D  
Higher Education Assistance Fund (HEAF)  
Year Ending August 31, 2015

Item Description	FY 2014 Approved Budget	FY 2015 Proposed Amount	Amount Changed	Percent Changed	Notes
<b>EDUCATIONAL &amp; GENERAL</b>					
New Library Books	\$1,586,620	\$1,601,486	\$14,866	0.94%	
<b>TOTAL HEAF EDUCATION &amp; GENERAL</b>	<u>1,586,620</u>	<u>1,601,486</u>	<u>14,866</u>	<u>0.94%</u>	
<b>PLANT FUNDS</b>					
ADA Compliance	100,000	100,000	0	0.00%	
Alkek Learning Commons - Utility Work	233,050	2,698,150	2,465,100	8.64%	(3)
AQC Repair and Rehab	25,000	25,000	0	0.00%	
Asbestos/Life Safety	150,000	150,000	0	0.00%	
Campus Lighting	30,000	30,000	0	0.00%	
Campus Master Plan	0	500,000	500,000	-	
Capital Allocation - Other	400,000	400,000	0	0.00%	
Chemistry Electrical Capacity	0	1,100,000	1,100,000	-	(4)
Classroom/Class Lab Improvements	550,000	550,000	0	0.00%	
Classroom Technology	300,000	400,000	100,000	33.33%	
Computer Hardware Improvements	750,000	750,000	0	0.00%	
Computer Refresh	465,000	565,000	100,000	21.51%	
Computing Services-Academic Facilities	961,282	961,282	0	0.00%	
Debt Service Payment	0	1,050,000	1,050,000	-	
Derrick Renovation	40,000	760,000	720,000	5.26%	(3)
E&G Elevator Upgrades	250,000	250,000	0	0.00%	
E&G Roof Repairs	400,000	400,000	0	0.00%	
Electronic Access/Video Surveillance	200,000	0	(200,000)	-100.00%	
Engineering & Science Building	10,000,000	0	(10,000,000)	-	
Joann Cole Mitte Renovation	0	3,114,900	3,114,900	-	(4)
Land/ Miscellaneous Improvements	500,000	500,000	0	0.00%	
Land Acquisition - Able	0	1,655,280	1,655,280	-	
LBJ Student Center E&G Renovation	0	120,000	120,000	-	(4)
Major Repair and Rehab	1,400,000	1,450,000	50,000	3.57%	
Nueces Renovation	0	1,320,000	1,320,000	-	(4)
Comal (Psychology) Renovation	6,199,400	0	(6,199,400)	-100.00%	(2)
Recital Hall and Theatre	9,900,000	0	(9,900,000)	-100.00%	(1)
Roy R Mitte Renovation	0	2,100,000	2,100,000	-	(4)
Strahan Coliseum Renovation/Expansion	0	806,080	806,080	-	(4)
<b>Total HEAF Plant Fund Projects</b>	<u>32,853,732</u>	<u>21,755,692</u>	<u>(11,098,040)</u>	<u>-33.78%</u>	
<b>TOTAL BUDGETED HEAF</b>	<u>\$34,440,352</u>	<u>\$23,357,178</u>	<u>-\$11,083,174</u>	<u>-32.18%</u>	

## HEAF SUMMARY

Estimated Balance 09-01-14	\$9,091,261	
Appropriation	21,863,258	
Total Estimated Available		30,954,519
Estimated Expenditures		
Educational & General	1,601,486	
Plant Fund	<u>21,755,692</u>	
Total Budgeted Expenditures		<u>23,357,178</u>
Estimated HEAF Balance 08-31-15		<u>7,597,341</u>

**Notes**

- (1) Project started in FY 2010
- (2) Project started in FY 2012
- (3) Project started in FY 2014
- (4) Project to start in FY 2015

# Texas State University

Table G 1  
Auxiliary Enterprises Operations  
Intercollegiate Athletics

ITEM DESCRIPTION	MEN					WOMEN						
	FOOTBALL	BASKETBALL	BASEBALL	TRACK	GOLF	BASKETBALL	VOLLEYBALL	SOFTBALL	SOCCER	TRACK	TENNIS	GOLF
<b>Revenues</b>												
Sales and Services												
Gate Receipts/Parking	\$649,000	\$40,000	\$65,000			\$10,000	\$7,000	\$12,000				
Suites and Club Seats	814,000		60,000					7,000				
Game Guarantees	1,060,000	168,000	4,000			25,000						
<b>Total Revenues</b>	<b>2,523,000</b>	<b>208,000</b>	<b>129,000</b>			<b>35,000</b>	<b>7,000</b>	<b>19,000</b>				
<b>Expenditures</b>												
Salaries	1,359,450	600,654	204,907	123,545	50,388	353,307	159,505	166,143	116,370	125,696	53,720	50,375
Travel	1,011,480	240,485	241,930	89,000	43,025	251,600	188,170	159,605	118,800	89,000	50,000	58,298
Other Maintenance and Operating	719,050	74,618	70,735	13,887	12,850	56,000	20,877	31,779	19,500	13,887	6,982	13,600
Fringe Benefits	407,835	180,196	61,472	37,064	15,116	105,992	47,852	49,843	34,911	37,709	16,116	15,113
Scholarships	2,290,750	350,350	315,315	339,570	121,275	404,250	323,400	323,400	377,300	485,100	215,600	161,700
<b>Total Budgeted Expenditures</b>	<b>5,788,565</b>	<b>1,446,303</b>	<b>894,359</b>	<b>603,066</b>	<b>242,654</b>	<b>1,171,149</b>	<b>739,804</b>	<b>730,770</b>	<b>666,881</b>	<b>751,392</b>	<b>342,418</b>	<b>299,086</b>
	<b>TOTALS</b>	<b>TOTALS</b>	<b>ADMINIS-</b>	<b>GRAND</b>								
	<b>MEN</b>	<b>WOMEN</b>	<b>TRATION</b>	<b>TOTAL</b>								
<b>Revenues and Additions</b>												
Sales and Services												
Gate Receipts	754,000	29,000		783,000								
Suites and Club Seats	874,000	7,000		881,000								
Game Guarantees	1,232,000	25,000		1,257,000								
Concessions			175,000	175,000								
Camps			150,000	150,000								
NCAA Revenue Sharing			1,054,000	1,054,000								
Marketing & Promotions			450,000	450,000								
Coca Cola contract			250,000	250,000								
Bobcat Club Annual Fund			525,000	525,000								
Other			505,000	505,000								
<b>Total Sales and Services</b>	<b>2,860,000</b>	<b>61,000</b>	<b>3,109,000</b>	<b>6,030,000</b>								
Athletic Fee			16,765,000	16,765,000								
Designated Method			3,837,500	3,837,500								
Auxiliary Transfer			2,087,000	2,087,000								
<b>Total Budgeted Funds</b>	<b>2,860,000</b>	<b>61,000</b>	<b>25,798,500</b>	<b>28,719,500</b>								
<b>Expenditures</b>												
Salaries	2,338,944	1,025,116	2,776,254	6,140,314								
Travel	1,625,920	915,473	281,850	2,823,243								
Other Maintenance and Operating	891,140	162,625	5,679,834	6,733,599								
Fringe Benefits	701,683	307,535	961,517	1,970,735								
Scholarships	3,417,260	2,290,750	908,922	6,616,932								
Athletics Facilities/Carryforward			800,000	800,000								
Debt Service			3,634,677	3,634,677								
<b>Total Budgeted Expenditures</b>	<b>8,974,947</b>	<b>4,701,499</b>	<b>15,043,054</b>	<b>28,719,500</b>								

a Administrative scholarships are for summer school, medical necessity, fifth year and fifth-year eligibility.

Institution Code: 754 Institution Name: Texas State University

Name	Position	Funding Source	Salary 09/1/2014	Percentage Salary Increase Over FY 2014	Cash Bonuses	Housing Allowance	Car Allowance	Other	Total Compensation	Explanation / Comments
Trauth, Denise	President	General Revenue	\$65,945		\$0	*	\$0	\$0	\$65,945	*President resides on campus
		Designated	\$391,805		\$0	\$0	\$12,000	\$0	\$403,805	
		<b>Total</b>	\$457,750	6.33%	\$0	\$0	\$12,000	\$0	\$469,750	
Bourgeois, Eugene	Provost and Vice President, Academic Affairs	General Revenue	\$271,625	0.00%	\$0	\$0	\$0	\$0	\$271,625	
Opheim, Cynthia	Assoc Provost, Academic Affairs	General Revenue	\$184,631	0.00%	\$0	\$0	\$0	\$0	\$184,631	
Nance, William	Vice President, Finance and Support Services	General Revenue	\$246,000	0.00%	\$0	\$0	\$0	\$0	\$246,000	
Breier, Barbara	Vice President, University Advancement	Designated	\$188,984		\$0	\$0	\$0	\$0	\$188,984	University Longevity
		Restricted	\$29,495		\$0	\$0	\$0	\$0	\$29,495	
		<b>Total</b>	\$218,479	1.50%	\$0	\$0	\$0	\$0	\$218,479	
Smith, Joanne	Vice President, Student Affairs	General Revenue	\$197,671	1.50%	\$0	\$0	\$0	\$0	\$197,671	University Longevity
Wyatt, Carl	Vice President, Information Technology	General Revenue	\$197,825	0.00%	\$0	\$0	\$0	\$0	\$197,825	
222 Lawrence	Director of Athletics	Auxiliary	\$250,000	0.00%	\$25,000	\$0	\$12,000	\$0	\$287,000	
Arellano, Margarita	Assoc VP, Student Affairs/Dean of Students	General Revenue	\$152,893		\$0	\$0	\$0	\$4,000	\$156,893	Teaching overload payments
		Designated	\$0		\$500	\$0	\$0	\$0	\$500	Award
		<b>Total</b>	\$152,893	0.00%	\$500	\$0	\$0	\$4,000	\$157,393	
Covington, Billy	Assoc VP, Research and Federal Relations	Designated	\$180,683	0.00%	\$0	\$0	\$0	\$0	\$180,683	
Wuest, Beth	Assoc VP, Institutional Effectiveness	General Revenue	\$144,560		\$0	\$0	\$0	\$0	\$144,560	Compensation for Research Project
		Designated	\$0		\$0	\$0	\$0	\$25	\$25	
		<b>Total</b>	\$144,560	0.00%	\$0	\$0	\$0	\$25	\$144,585	
Guerra, Juan	Assoc VP, Facilities	General Revenue	\$156,944	1.50%	\$0	\$0	\$0	\$0	\$156,944	University Longevity
Heintze, Michael	Assoc VP, Enrollment Management	General Revenue	\$189,509	0.00%	\$0	\$0	\$0	\$0	\$189,509	
Heath, Joan	Assoc VP and University Librarian	General Revenue	\$143,856		\$0	\$0	\$0	\$0	\$143,856	University Longevity
		Designated	\$0		\$1,999	\$0	\$0	\$0	\$1,999	Award
		<b>Total</b>	\$143,856	1.50%	\$1,999	\$0	\$0	\$0	\$145,855	
Hughes, Mark	Assoc VP, Technology Resources	General Revenue	\$162,400		\$0	\$0	\$0	\$0	\$162,400	University Longevity
		Designated	\$0		\$1,999	\$0	\$0	\$0	\$1,999	Award
		<b>Total</b>	\$162,400	1.50%	\$1,999	\$0	\$0	\$0	\$164,399	
Nielsen, Milton	Assoc VP, Instructional Technologies Support	General Revenue	\$131,950	0.00%	\$0	\$0	\$0	\$0	\$131,950	
Nusbaum, Nancy	Assoc VP, Finance and Support Services Planning	Designated	\$148,646		\$0	\$0	\$0	\$0	\$148,646	

Name	Position	Funding Source	Salary 09/1/2014	Percentage Salary Increase Over FY 2014	Cash Bonuses	Housing Allowance	Car Allowance	Other	Total Compensation	Explanation / Comments
		Auxiliary	\$25,000						\$25,000	Temporary assignment as Interim Director of Transportation
		<b>Total</b>	\$173,646	0.00%					\$173,646	
Borgonah, Darryl	Assoc VP, Financial Services	General Revenue	\$125,000	0.00%	\$0	\$0	\$0	\$0	\$125,000	
Thorne, Debbie	Assoc VP, Academic Affairs	General Revenue	\$167,204	0.00%	\$0	\$0	\$0	\$0	\$167,204	
Anderson, Stephanie	Asst VP, Enrollment Management/Undergraduate Adm	General Revenue	\$145,168		\$0	\$0	\$0	\$0	\$145,168	
		Designated	\$0		\$538	\$0	\$0	\$0	\$538	Award
		<b>Total</b>	\$145,168	0.00%	\$538	\$0	\$0	\$0	\$145,706	
Benn, Sherri	Asst VP/Dir, Student Diversity & Inclusion/ADA Coord	General Revenue	\$108,556		\$0	\$0	\$0	\$4,000	\$112,556	Teaching overload payments
		Designated	\$0		\$500	\$0	\$0	\$0	\$500	Award
		<b>Total</b>	\$108,556	0.00%	\$500	\$0	\$0	\$4,000	\$113,056	
Blanda, Michael	Asst VP, Research and Federal Relations	Designated	\$141,608	3.00%	\$0	\$0	\$0	\$0	\$141,608	Salary Adjustment
McKinnon, Ted	Asst VP, Development	Designated	\$133,910	1.50%	\$0	\$0	\$0	\$0	\$133,910	University Longevity
Flores, Matthew	Asst VP, University Advancement/Managing Editor, Hil	Designated	\$103,317	1.50%	\$0	\$0	\$0	\$0	\$103,317	University Longevity
Perry, Daniel S.	Asst VP, University Advancement	Designated	\$117,000	0.00%	\$0	\$0	\$0	\$0	\$117,000	
Thyberg, Gordon	Asst VP, Budgeting, Financial Planning & Analysis	General	\$128,531	0.00%	\$0	\$0	\$0	\$0	\$128,531	
Moride, John	Asst VP, Human Resources	General	\$137,216	1.50%	\$0	\$0	\$0	\$0	\$137,216	University Longevity
Brown, Ronald	Asst VP, Academic Services	General Revenue	\$154,209	0.00%	\$0	\$0	\$0	\$1,900	\$156,109	Teaching overload payments
Carpenter, Delbert	Dean, Education	General Revenue	\$178,947	0.00%	\$0	\$0	\$0	\$0	\$178,947	
Brown, Daniel	Dean, University College/Dir, PACE Center	Designated	\$156,060		\$0	\$0	\$0	\$0	\$156,060	
		General Revenue	\$0		\$0	\$0	\$0	\$1,300	\$1,300	Teaching overload payments
		<b>Total</b>	\$156,060	0.00%	\$0	\$0	\$0	\$1,300	\$157,360	
Chahin, T. Jaime	Dean, Applied Arts	General Revenue	\$176,002	0.00%	\$0	\$0	\$0	\$0	\$176,002	
Mottet, Timothy	Dean, Fine Arts and Communications	General Revenue	\$165,057		\$0	\$0	\$0	\$700	\$165,757	Taught Workshop
		Designated	\$0		\$0	\$0	\$0	\$700	\$700	Taught Workshop
		<b>Total</b>	\$165,057	0.00%	\$0	\$0	\$0	\$1,400	\$166,457	
Hennessy, Michael	Dean, Liberal Arts	General Revenue	\$190,002	0.00%	\$0	\$0	\$0	\$0	\$190,002	
Seidman, Stephen	Dean, Science and Engineering	General Revenue	\$193,358	0.00%	\$0	\$0	\$0	\$0	\$193,358	
Smart, Denise	Dean, Business	General Revenue	\$229,881	0.00%	\$0	\$0	\$0	\$0	\$229,881	
Welborn, Ruth	Dean, Health Professions	General Revenue	\$173,359	0.00%	\$0	\$0	\$0	\$0	\$173,359	
Golato, Andrea	Dean, Graduate College	General Revenue	\$165,000	0.00%	\$0	\$0	\$0	\$5,394	\$170,394	Moving Expenses
Galloway, Heather	Dean, Honors College	General Revenue	\$145,656	0.00%	\$0	\$0	\$0	\$1,300	\$146,956	Teaching overload payments
Habingreither, Robert	Associate Dean, College of Science & Engineering	General Revenue	\$164,473	0.00%	\$0	\$0	\$0	\$0	\$164,473	
Nelson, David	Associate Dean, University College	General Revenue	\$108,818	0.00%	\$0	\$0	\$0	\$0	\$108,818	

Name	Position	Funding Source	Salary 09/1/2014	Percentage Salary Increase Over FY 2014	Cash Bonuses	Housing Allowance	Car Allowance	Other	Total Compensation	Explanation / Comments
Nava, Michael Evan	Associate Dean, University College	Designated	\$101,500	19.72%	\$330	\$0	\$0	\$600	\$102,430	Position Reclassification to Assoc. Dean; Awards; Taught workshop
		General Revenue			\$0	\$0	\$0	\$8,600	\$8,600	Teaching overload payments
		<b>Total</b>	\$101,500	19.72%	\$330	\$0	\$0	\$9,200	\$111,030	
Payne, Eugene	Asst Dean, College (McCoy College of Business)- 50%	General Revenue	\$36,503		\$0	\$0	\$0	\$0	\$36,503	
		Restricted	\$36,502		\$0	\$0	\$0	\$0	\$36,502	
		<b>Total</b>	\$73,005	0.00%	\$0	\$0	\$0	\$0	\$73,005	
Hindson, Lauren	Asst Dean, College (Athletic Academic Ctr.)	Auxiliary	\$62,577		\$0	\$0	\$0	\$0	\$62,577	
		Designated	\$9,021		\$280	\$0	\$0	\$0	\$9,301	Award
		<b>Total</b>	\$71,598	0.00%	\$280	\$0	\$0	\$0	\$71,878	

**Texas State University**  
**Matrix of Budgeted Operating Expenditures by Function**  
**Fiscal Year 2015 Operating Budget**

	<b>Instruction</b>	<b>Research</b>	<b>Public Service</b>	<b>Academic Support</b>	<b>Student Services</b>	<b>Institutional Support</b>	<b>Operation &amp; Maintenance of Plant</b>	<b>Scholarships and Fellowships</b>	<b>Auxiliary Enterprise Expenditures</b>	<b>Payroll Related Costs*</b>	<b>Estimated Budget Requirements</b>
Faculty Salaries+	\$110,166,182	\$704,596	\$0	\$1,227,753	\$101,230	\$78,926	\$10,751	\$0	\$521,581	\$0	\$112,811,019
Staff Salaries & Wages	\$14,807,143	\$3,216,764	\$1,537,480	\$20,922,542	\$7,763,855	\$19,677,425	\$12,629,169	\$0	\$23,524,503	\$0	104,078,881
Payroll Related Costs*	\$410,706	\$476,656	\$1,000	\$3,110,125	\$258,921	\$200	\$492,612	\$0	\$7,377,739	\$51,686,097	63,814,057
Student Wages	\$1,118,440	\$5,926	\$5,000	\$1,077,660	\$299,541	\$305,365	\$184,725	\$452,061	\$3,411,887	\$0	6,860,604
Cost of Goods Sold	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,005,832	\$0	7,005,832
Travel	\$1,799,872	\$52,147	\$70,714	\$235,115	\$144,766	\$302,946	\$36,703	\$3,700	\$3,122,236	\$0	5,768,199
Operating	\$11,424,891	\$4,884,615	\$934,933	\$13,584,638	\$2,874,441	\$10,644,205	\$5,914,545	\$28,236,207	\$48,267,476	\$0	126,765,951
Capital	\$0	\$0	\$0	\$1,601,486	\$0	\$0	\$120,000	\$0	\$1,067,000	\$0	2,788,486
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$17,652,244	\$0	\$13,094,307	\$0	30,746,551
Scholarships	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
<b>Total Budget</b>	<b>\$139,728,334</b>	<b>\$9,340,704</b>	<b>\$2,549,127</b>	<b>\$41,759,320</b>	<b>\$11,442,753</b>	<b>\$31,009,067</b>	<b>\$37,040,749</b>	<b>\$28,691,967</b>	<b>\$107,392,561</b>	<b>\$51,686,097</b>	<b>\$460,639,580</b>

+ Faculty salaries include graduate assistant salaries. Faculty salaries (especially graduate assistantships) may be budgeted in other functions in addition to Instruction.

\* Payroll Related Costs = Budget for employee benefits

The budget for benefits and longevity for our core fund group (funded by appropriation and tuition) are not mapped to different functions, so are reported in the Payroll Related Costs column.



**LAMAR  
INSTITUTE OF  
TECHNOLOGY**

July 11, 2014

Members of the Board of Regents  
The Texas State University System

Dear Regents:

We are providing to you our recommendation for the annual budget of Lamar Institute of Technology for the fiscal year beginning September 1, 2014. The proposed budget includes all educational and general, designated, and auxiliary enterprise activities.

Highlights of the budget for the upcoming year include filling vacancies in critical need areas and for the beginning of our offering the Associate of Arts Degree, and increase in technology equipment purchases in academic and operational program areas a contingency for faculty and staff salary increases, and funding for our SACS Accreditation Quality Enhancement Plan implementation.

Sincerely,

Paul J. Szuch, Ed. D.  
President

Bonnie Albright  
Vice President for Finance & Operations

**Lamar Institute of Technology  
Major Budget Initiatives  
Fiscal Year 2015**

The Institute's budget was prepared assuming flat enrollment for FY 2015 compared to FY 2014.

**Education and General Funds**

State appropriations for FY2015 increased by \$2,516 (0.03%) from FY2014 due to increases in General Revenue Appropriations. Last year's annual unduplicated headcount decreased less than 2% compared to the previous year. Due to a shift in student enrollment from full-time to part-time, an increase in student headcount may not result in a corresponding increase in Semester Credit Hours (SCH)/local tuition or Contact Hours/state formula funding.

**Designated Funds**

Designated tuition funds of \$1,000,000 were budgeted to support the Education and General Fund budgets.

**Auxiliary Funds**

Auxiliary fund expenditures increased for Student Service Activities and decreased in the Contingency for FY 2015.

**Current Fiscal Condition**

The overall fiscal condition of the Institute continues to be sound with a positive balance in each of the fund categories. Although the Institute has experienced a slight decrease in enrollment in the last year, the outlook is that credit enrollment will continue to increase slightly during the coming year. However Workforce Development enrollments will be more challenging due to market conditions. The Institute has launched several very promising initiatives to increase student enrollment. The approved increase in designated tuition has enabled the Institute to continue to offer a wide variety of Associate Degrees and Certificate programs.

LAMAR INSTITUTE OF TECHNOLOGY

Table A. 1  
 Educational and General Funds  
 Budgeted Revenues and Transfers  
 Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
<b>REVENUES</b>				
<b>Tuition and Fees</b>				
Tuition Net of Exemptions and Waivers	\$ 3,600,000	\$ 3,600,000	\$ -	0.00%
Lab Fees	30,000	30,000	0	0.00%
<b>Total Tuition and Fees</b>	<b>\$ 3,630,000</b>	<b>\$ 3,630,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>State Appropriations</b>				
General Revenue Appn. - H.B. 1	\$ 8,659,411	\$ 8,661,927	\$ 2,516	0.03%
Staff Benefit Appropriations	1,678,375	1,822,375	144,000	8.58%
HEAF Appropriation	2,332,463	2,332,463	0	0.00%
<b>Total State Appropriations</b>	<b>\$ 12,670,249</b>	<b>\$ 12,816,765</b>	<b>\$ 146,516</b>	<b>1.16%</b>
<b>Current Funds</b>				
Investment Income	\$ 9,000	\$ 9,000	\$ -	0.00%
Sales and Services	0	0	0	0.00%
Other Income	290,000	390,000	100,000	34.48%
<b>Total Current Funds</b>	<b>\$ 299,000</b>	<b>\$ 399,000</b>	<b>\$ 100,000</b>	<b>33.44%</b>
<b>TOTAL REVENUES</b>	<b>\$ 16,599,249</b>	<b>\$ 16,845,765</b>	<b>\$ 246,516</b>	<b>1.49%</b>
Designated Tuition	1,000,000	1,000,000	0	0.00%
<b>TOTAL TRANSFERS IN</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>BUDGETED FUND BALANCES</b>				
	\$ -	\$ -	\$ -	0.00%
<b>BUDGETED FUND BALANCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 17,599,249</b>	<b>\$ 17,845,765</b>	<b>\$ 246,516</b>	<b>1.40%</b>

Note 1: Library Fee revenue increased.

# LAMAR INSTITUTE OF TECHNOLOGY

**Table A. 2**  
**Educational and General Funds**  
**Budgeted Expenditures**  
**Year Ended August 31, 2015**

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>EXPENDITURES</b>					
<b>RESIDENT INSTRUCTION</b>					
Allied Health and Sciences	1,875,240	2,221,855	346,615	18.48%	1
Technology	1,730,753	1,501,004	(229,749)	-13.27%	2
General Education and Developmental Studies	939,967	821,747	(118,220)	-12.58%	2
Business Technologies	863,858	807,040	(56,818)	-6.58%	2
Public Service and Safety	662,096	638,202	(23,894)	-3.61%	2
Workforce Training and Continuing Education	597,459	436,556	(160,903)	-26.93%	3
<b>TOTAL RESIDENCE INSTRUCTION</b>	<b>\$ 6,669,373</b>	<b>\$ 6,426,404</b>	<b>\$ (242,969)</b>	<b>-3.64%</b>	
<b>ACADEMIC SUPPORT:</b>					
INSTRUCTIONAL ADMINISTRATION	\$ 254,025	\$ 742,648	\$ 488,623	192.35%	2
LIBRARY	390,000	390,000	-	0.00%	
INFRASTRUCTURE	1,236,092	1,238,363	2,271	0.18%	
STUDENT SERVICES	566,874	580,340	13,466	2.38%	
INSTITUTIONAL SUPPORT	2,345,786	2,239,363	(106,423)	-4.54%	
STAFF BENEFITS	1,925,000	2,069,000	144,000	7.48%	
SPECIAL ITEMS	1,317,225	1,263,042	(54,183)	-4.11%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,704,375</b>	<b>\$ 14,049,160</b>	<b>\$ 244,785</b>	<b>1.66%</b>	
<b>TRANSFERS OUT</b>					
Mandatory					
Tuition Revenue Bond Debt Service	522,411	524,142	1,731	0.33%	
HEAF Funds to Plant Funds	1,832,463	1,832,463	-	0.00%	
TPEG Loans	54,000	54,000	-	0.00%	
TPEG Scholarships	486,000	486,000	-	0.00%	
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 2,894,874</b>	<b>\$ 2,896,605</b>	<b>\$ 1,731</b>	<b>0.06%</b>	
<b>TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 17,599,249</b>	<b>\$ 17,845,765</b>	<b>\$ 246,516</b>	<b>1.40%</b>	

Note 1: Increase in Department expenditures. Part time employees salaries not moved to VP of Academic Affairs.

Note 2: Moved part time employee salaries to VP of Academic Affairs for all Academic Departments except Allied Health and Sciences.

Note 3: Decrease in Department expenditures including part time employees.

LAMAR INSTITUTE OF TECHNOLOGY

Table B.1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
<b>REVENUES</b>				
Student Fees				
Computer Use Fee	\$ 1,300,000	\$ 1,400,000	\$ 100,000	7.69%
Course Fees	750,000	750,000	0	0.00%
Designated Tuition Fee	4,000,000	4,000,000	0	0.00%
Miscellaneous Fees	35,000	35,000	0	0.00%
<b>Total Student Fees</b>	<b>\$ 6,085,000</b>	<b>\$ 6,185,000</b>	<b>\$ 100,000</b>	<b>1.64%</b>
Investment Income	\$ 6,000	\$ 6,000	\$ -	0.00%
<b>TOTAL REVENUES</b>	<b>\$ 6,091,000</b>	<b>\$ 6,191,000</b>	<b>\$ 100,000</b>	<b>1.64%</b>
<b>TRANSFERS IN</b>				
Educational & General - TPEG	540,000	540,000	0	0.00%
	0	0	0	0.00%
<b>TOTAL TRANSFERS IN</b>	<b>\$ 540,000</b>	<b>\$ 540,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>BUDGETED FUND BALANCES</b>				
	\$ -	\$ -	\$ -	0.00%
<b>TOTAL BUDGETED FUND BALANCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 5,631,000</b>	<b>\$ 6,731,000</b>	<b>\$ 1,100,000</b>	<b>19.36%</b>

LAMAR INSTITUTE OF TECHNOLOGY

Table B.2  
Designated Funds  
Budgeted Expenditures  
Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
<b>EXPENDITURES</b>				
<b>INSTRUCTION</b>				
Allied Health Department	\$ 22,125	\$ 2,025	\$ (20,100)	-90.85%
Technology Department	102,894	21,500	(81,394)	-79.10%
General Education Department	6,000	1,750	(4,250)	-70.83%
Public Service and Safety Department	405,860	306,163	(99,697)	-24.56%
Business Technologies Department	12,100	4,000	(8,100)	-66.94%
Workforce Development Department	900,000	900,000	0	0.00%
<b>ACADEMIC SUPPORT</b>				
Computer Services	1,362,758	1,392,000	29,242	2.15%
Academic Supplement	102,000	198,204	96,204	94.32%
All Others	124,000	143,990	19,990	16.12%
<b>INSTITUTIONAL SUPPORT</b>				
Supplemental Support	284,604	204,424	(80,180)	-28.17%
Development/Marketing	200,000	293,644	93,644	46.82%
Institutional Expense	1,010,314	1,150,555	140,241	13.88%
<b>TOTAL INSTITUTIONAL SUPPORT</b>	<b>\$ 4,532,655</b>	<b>\$ 4,618,255</b>	<b>\$ 85,600</b>	<b>1.89%</b>
<b>SCHOLARSHIPS - TPEG</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,132,655</b>	<b>\$ 5,218,255</b>	<b>\$ 85,600</b>	<b>1.67%</b>
<b>TRANSFERS OUT</b>				
Education and General Funds	1,000,000	1,000,000	0	0.00%
Plant Funds	378,345	378,345	0	0.00%
TSUS Administrative Costs	120,000	134,400	14,400	12.00%
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 1,498,345</b>	<b>\$ 1,512,745</b>	<b>\$ 14,400</b>	<b>0.00%</b>
<b>TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 6,631,000</b>	<b>\$ 6,731,000</b>	<b>\$ 100,000</b>	<b>1.51%</b>

Note 1: Increase in support for the college in development, distance learning and SACS/QEP.

LAMAR INSTITUTE OF TECHNOLOGY

Table C. 1  
 Auxiliary Funds  
 Budgeted Revenues and Transfers  
 Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
<b>REVENUE</b>				
<b>Student Fees</b>				
Student Service Fees	\$ 1,400,000	\$ 1,300,000	\$ (100,000)	-7.14%
Student Center Fees	230,000	230,000	0	0.00%
Health Center Fees	260,000	280,000	20,000	7.69%
Food Service Sales	150,000	140,000	(10,000)	-6.67%
Parking Fees	170,000	160,000	(10,000)	-5.88%
<b>Total Student Fees</b>	<b>\$ 2,210,000</b>	<b>\$ 2,110,000</b>	<b>\$ (100,000)</b>	<b>-4.52%</b>
<b>TRANSFERS IN</b>				
<b>TOTAL TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TOTAL FUNDS BUDGETED</b>	<b>\$ 2,210,000</b>	<b>\$ 2,110,000</b>	<b>\$ (100,000)</b>	<b>-4.52%</b>

LAMAR INSTITUTE OF TECHNOLOGY

Table C. 2  
 Auxiliary Funds  
 Budgeted Expenditures  
 Year Ended August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
<b>EXPENDITURES</b>					
Student Services Activities	\$ 900,000	\$ 1,050,000	\$ 150,000	16.67%	1
Health Center to LU Beaumont	260,000	280,000	20,000	7.69%	
Student Center to LU Beaumont	230,000	230,000	0	0.00%	
Parking	180,000	160,000	(20,000)	-11.11%	
Snack Bar - Megabytes	240,000	240,000	0	0.00%	
Student Service Contingency	400,000	150,000	(250,000)	-62.50%	2
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,210,000</b>	<b>\$ 2,110,000</b>	<b>\$ (100,000)</b>	<b>-4.52%</b>	
<b>TRANSFERS OUT</b>					
	\$ -	\$ -	\$ -	0.00%	
<b>TOTAL TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 2,210,000</b>	<b>\$ 2,110,000</b>	<b>\$ (100,000)</b>	<b>-4.52%</b>	

Note 1: Increase for additional expenditures in Student Services Activities. This includes more campus life programs such as Project Interview, President's Forum, Leadership conferences, and Job Fairs, etc. Title 9 expenditures are also included in the increase.

Note 2: Decrease in Contingency for Student Services Activities.

# LAMAR INSTITUTE OF TECHNOLOGY

**Table D  
Higher Education Assistance Funds  
Year Ended August 31, 2015**

ITEM DESCRIPTION	FY 2014 ADOPTED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
<b>EDUCATION AND GENERAL FUNDS</b>				
Budget requests - Various programs	500,000	500,000	0	0.00%
<b>TOTAL RESIDENCE INSTRUCTION</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>PLANT FUNDS</b>				
CAMPUS MASTER PLAN	\$ 25,000	\$ 25,000	\$ -	0.00%
MAJOR CONSTRUCTION PROJECTS RESERVES	4,000,000	4,000,000	\$ -	0.00%
<b>TOTAL PLANT FUNDS</b>	<b>\$ 4,025,000</b>	<b>\$ 4,025,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>TOTAL BUDGETED HEAF Funds</b>	<b>\$ 4,525,000</b>	<b>\$ 4,525,000</b>	<b>\$ -</b>	<b>0.00%</b>

### HEAF SUMMARY

Estimated Balance 09-01-14	\$ 9,000,000
Appropriations	2,332,463
<b>Total Funding Available</b>	<b>\$ 11,332,463</b>
Budgeted Expenditures:	
Education and General	\$ 500,000
Plant Funds	4,025,000
<b>Total Expenditures</b>	<b>4,525,000</b>
Estimated Balance 08-31-2015	<b>\$ 6,807,463</b>

**LAMAR INSTITUTE OF TECHNOLOGY**

**Table G.1  
Auxiliary Operations  
Intercollegiate Athletics  
Year Ended August 31, 2015**

**NOT APPLICABLE**

**Lamar Institute of Technology**  
**Recapitulation of Budgeted Revenues, Expenditures, Transfers, and Use of Reserves**  
**For Fiscal Year Ending August 31, 2015**

	Estimated Revenues	Transfers In	Budgeted Expenditures	Transfers Out	Total Budget	Net Transfers *	Budgeted Use of Reserves
<b>Lamar Institute of Technology</b>							
Educational & General Designated	\$16,845,765	\$1,000,000	-\$14,949,160	-\$2,896,605	-\$17,845,765	-\$1,896,605	-
Auxiliary Enterprises	6,191,000	540,000	-5,218,255	-1,512,745	-6,731,000	-972,745	-
Total	<u>\$25,146,765</u>	<u>\$1,540,000</u>	<u>-\$22,277,415</u>	<u>-\$4,409,350</u>	<u>-\$26,686,765</u>	<u>-\$2,869,350</u>	<u>-</u>
Estimated Revenues	\$25,146,765						
Budgeted Use of Reserves	0						
Total Budgeted Sources	<u>\$25,146,765</u>						
Budgeted Expenditures	-\$22,277,415						
Net Transfers	-2,869,350						
Total Budgeted Uses	<u>-\$25,146,765</u>						
Budgeted Expenditures	-\$22,277,415						
Transfers Out	-4,409,350						
Total Budget	<u>-26,686,765</u>						
Transfers In	1,540,000						
Total Budgeted Uses	<u>-\$25,146,765</u>						

\* Net Transfers = Transfers for Capital Improvements, Debt Service, and TSUS Administrative Costs

	Net Transfers
Transfer to Non-Current Fund from Table A-2	-1,901,320
Transfer to Non-Current Fund from Table A-2	0
Transfer to Non-Current Fund from Table B-2	-972,745
Transfer to Non-Current Fund from Table B-2	0
Transfer to Non-Current Fund from Table C-2	0
Transfer to Non-Current Fund from Table C-2	0
Net Transfers	<u><u>-2,874,065</u></u>

Institution Code: 789

Institution Name: Lamar Institute of Technology

A	B	C	D	E	F	G	H	I	J	K	L	M
Name	Position	Funding Source	Salary (09/01/14)	Percentage Salary Increase Over FY 2014	Cash Bonuses	Practice Plan Benefits	Housing Allowance	Car Allowance	Other	Non-Cash Compensation	Total Compensation	Explanation / Comments
Paul Szuch	President	General Revenue	\$65,945	0.00%	\$0	\$0	\$7,200	\$0	\$960	*	\$74,105	Other Longevity
		Other E&G Income	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	*	\$0	President
		Designated	\$137,679	3.00%	\$0	\$0	\$10,800	\$0	\$1,920	*	\$150,399	Other Cell Allowance
		Total	\$203,624	3.00%	\$0	\$0	\$18,000	\$0	\$2,880	*	\$224,504	
Pat Calhoun	Vice President of Workforce Development	General Revenue	\$100,000	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	Other Longevity
		Revolving Funds	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Designated	\$0	0.00%	\$0	\$0	\$0	\$0	\$1,920	\$0	\$1,920	Other Cell Allowance
		Total	\$100,000	0.00%	\$0	\$0	\$0	\$0	\$1,920	\$0	\$101,920	
Bonnie Albright	Vice President Finance and Operations	General Revenue	\$125,000	0.00%	\$0	\$0	\$0	\$0	\$1,900	\$0	\$126,900	Other Longevity
		Revolving Funds	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Designated	\$0	0.00%	\$0	\$0	\$0	\$0	\$1,920	\$0	\$1,920	Other Cell Allowance
		Total	\$125,000	0.00%	\$0	\$0	\$0	\$0	\$3,820	\$0	\$128,820	
David Mosley	Coordinator of Institutional Research and Grants	General Revenue	\$98,446	0.00%	\$0	\$0	\$0	\$0	\$2,880	\$0	\$101,326	Other Longevity
		Revolving Funds	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Designated	\$0	0.00%	\$0	\$0	\$0	\$0	\$1,920	\$0	\$1,920	Other Cell Allowance
		Total	\$98,446	0.00%	\$0	\$0	\$0	\$0	\$4,800	\$0	\$103,246	
Vivian Jefferson	Vice President Student Services	General Revenue	\$92,700	0.00%	\$0	\$0	\$0	\$0	\$720	\$0	\$93,420	Other Longevity
		Revolving Funds	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Designated	\$0	0.00%	\$0	\$0	\$0	\$0	\$1,920	\$0	\$1,920	Other Cell Allowance
		Total	\$92,700	0.00%	\$0	\$0	\$0	\$0	\$2,640	\$0	\$95,340	
Vacant, Effective September 1, 2014	Vice President Academic Affairs	General Revenue	\$100,000	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	Other Longevity
		Revolving Funds	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		Designated	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Other Cell Allowance
		Total	\$100,000	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	

\* Non-cash University owned automobile provided to

Texas State University System  
Lamar Institute of Technology  
Matrix of Budgeted Operating Expenses Reported by Function  
For the Fiscal Year 2015

Operating Expenses	Instruction	Research	Hospitals and Clinics	Public Service	Academic Support	Student Services	Institutional Support	Operation and Maintenance of Plant	Scholarship and Fellowships	Auxiliary Enterprises	Depreciation and Amortization*	Total Expenses
Cost of Goods Sold												-
Salaries and Wages	7,053,000			223,000	199,000	533,000	1,554,000	353,000		80,000		9,995,000
Payroll Related Costs	1,800,000			38,000	35,000	84,000	336,000	81,000		24,000		2,398,000
Professional Fees and Services				300,000								300,000
Federal Grant Pass-Through Expense												-
State Grant Pass-Through Expense												-
Travel	56,000			6,000	8,000	42,000	44,000	2,000		24,000		182,000
Materials and Supplies	600,000			80,000	10,000	160,000	200,000	50,000		194,000		1,294,000
Communications and Utilities	475,000			2,000			350,000	350,000				1,177,000
Repairs and Maintenance	125,000			20,000			120,000	400,514				665,514
Rentals and Leases							100,000					100,000
Printing and Reproduction												-
Depreciation and Amortization*												-
Bad Debt Expense												-
Interest												-
Scholarships									580,000			580,000
Claims and Judgments												-
Other Operating Expenses	2,173,827			695,000	259,171	215,000	454,903			1,788,000		5,585,901
Total Operating Expenses	12,282,827	-	-	1,364,000	511,171	1,034,000	3,158,903	1,236,514	580,000	2,110,000	-	22,277,415



## Office of the President

July 7, 2014

Board of Regents  
Texas State University System

The Honorable Regents:

We make the following declarations in conjunction with the submission of the Lamar State College – Orange budget and supporting Regents' Budget Summary for the fiscal year beginning September 1, 2014. The proposed budget encompasses the educational and general (E&G), designated, and auxiliary funds of the college.

### Assumptions

Enrollment (contact hours) for FY14 declined 5.85 percent when compared to the previous year. This decline is a concern because of the negative impact on tuition and fee revenue. Revenue projections for the coming year are based on the assumption that enrollment will remain at the FY14 level. We are fortunate in that the revenue lost to enrollment decline will be offset by new tuition rates that take effect in the fall. Because of the uncertainty about enrollment for the coming year, we elected to leave some funds unbudgeted. In the event of further enrollment decreases, these unbudgeted funds will offset any additional revenue losses.

### New Budget Initiatives

We have proposed a "status quo" budget that provides no funding for new initiatives. We have moved some funds to cover increased costs for utilities and higher charges for landscaping and custodial services. We have also budgeted funds to cover costs associated with the SACS reaffirmation of accreditation process.

### E&G Funds

We estimate a reduction of \$129,969 in tuition and lab fees due to declining enrollment. We have held instructional costs at the FY14 level. However, we have created a contingency pool that can be used for salary administration in the event that enrollment stabilizes or improves. Because the cost of employee benefits continues to grow, we are allocating 32.5 percent of salary and benefits to offset those costs. We are proposing to transfer \$1,182,022 from designated funds to E&G to support salaries and benefits. Our HEAF allocation is budgeted for debt service (\$342,700) and capital equipment (\$327,285). The balance of our HEAF appropriation is reserved for future projects.

## LAMAR STATE COLLEGE - ORANGE

410 Front Street ♦ Orange, Texas ♦ Phone: 409/883-7750 ♦ Fax: 409/882-3374

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Designated Funds

Revenue for designated funds is higher as a result of tuition and fee increases previously approved by the Board. The additional designated tuition will cover the costs associated with our SACS reaffirmation and will be transferred to E&G as outlined above. The budget uses \$185,000 in computer use fee fund balance to cover telecommunication costs previously funded by E&G and \$40,000 in library fee fund balance to pay for library equipment needs. It should be noted that this budget incorporates a decrease in designated tuition revenue resulting from the new fee structure associated with dual credit instruction.

Auxiliary Funds

The auxiliary fund budget mirrors last year's budget. Projected revenue will cover our projected expenses.

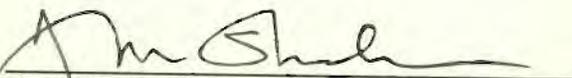
Salary Administration

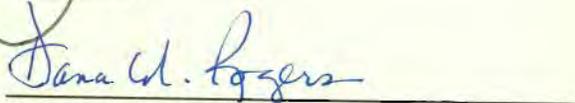
As presented, the budget provides for no faculty/staff salary increases. We have established a contingency fund that could serve as a two percent merit pool. However, these funds will not be applied unless we have solid evidence that enrollment has stabilized or is increasing. The Chancellor and Vice Chancellor for Finance will be advised in advance of any plans to use these contingency funds.

Conclusion

Lamar State College – Orange remains in sound fiscal condition. We have adequate resources to maintain our commitment to quality instruction and associated support services. We have adequate financial reserves to handle any unanticipated contingencies.

Sincerely,

  
\_\_\_\_\_  
Dr. J. Michael Shahan  
President

  
\_\_\_\_\_  
Dana N. Rogers  
Vice President for Finance and Operations

LAMAR STATE COLLEGE - ORANGE

Table A. 1  
Educational and General Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
<b>REVENUES</b>				
<b>TUITION AND FEES</b>				
Tuition	\$ 2,457,772	\$ 2,335,656	\$ (122,116)	-4.97%
Lab Fees	37,853	30,000	(7,853)	-20.75%
Student Fees	29,566		(29,566)	-100.00%
<b>TOTAL - TUITION AND FEES</b>	<b>2,525,191</b>	<b>2,365,656</b>	<b>(159,535)</b>	<b>-6.32%</b>
<b>STATE APPROPRIATIONS</b>				
General Revenue Appropriation - S.B. 1	6,908,459	6,908,684	225	0.00%
Staff Benefit Appropriations	1,783,389	1,913,850	130,461	7.32%
College Work Study	12,044	11,368	(676)	-5.61%
Texas Grants	1,085,000	555,000	(530,000)	-48.85% (1)
TEOG	29,088	28,230	(858)	-2.95%
HEAF Appropriations	1,235,752	1,235,752		N/A
<b>TOTAL - STATE APPROPRIATIONS</b>	<b>11,053,732</b>	<b>10,652,884</b>	<b>(400,848)</b>	<b>-3.63%</b>
<b>CURRENT FUNDS</b>				
Investment Income	10,920	7,500	(3,420)	-31.32%
<b>TOTAL - CURRENT FUNDS</b>	<b>10,920</b>	<b>7,500</b>	<b>(3,420)</b>	<b>-31.32%</b>
<b>TOTAL REVENUES</b>	<b>13,589,843</b>	<b>13,026,040</b>	<b>(563,803)</b>	<b>-4.15%</b>
<b>TRANSFERS IN</b>				
Designated Other	881,754	1,182,022	300,268	34.05% (2)
<b>TOTAL - TRANSFERS IN</b>	<b>881,754</b>	<b>1,182,022</b>	<b>300,268</b>	<b>34.05%</b>
<b>BUDGETED FUND BALANCE</b>				
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 14,471,597</b>	<b>\$ 14,208,062</b>	<b>\$ (263,535)</b>	<b>-1.82%</b>

(1) Decrease due to reduction in Texas Grant allocation.

(2) Increase in use of designated funds due to reduction of statutory tuition because of declining enrollment.

LAMAR STATE COLLEGE - ORANGE

Table A.2  
Educational and General Funds  
Budgeted Expenditures and Transfers  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
<b>INSTRUCTION</b>				
Business and Technology	\$ 868,017	\$ 756,564	\$ (111,453)	-12.84% (1)
Liberal Arts	1,307,838	1,295,331	(12,508)	-0.96%
Education	161,384	178,776	17,392	10.78%
Math and Science	1,011,390	1,165,327	153,937	15.22% (2)
Criminal Justice	102,657	65,557	(37,100)	-36.14%
Allied Health Program	2,071,940	2,252,113	180,173	8.70%
Industrial and Process Technology	315,740	337,691	21,951	6.95%
Learning Center	201,478	211,743	10,265	5.09%
College Success	252,874	205,153	(47,721)	-18.87%
Honors Program	11,312	12,327	1,015	8.97%
Instruction - Other	4,000	4,340	340	8.50%
<b>TOTAL INSTRUCTION</b>	<b>6,308,630</b>	<b>6,484,922</b>	<b>176,292</b>	<b>2.79%</b>
ACADEMIC SUPPORT	828,868	901,600	72,732	8.77%
LIBRARY	369,754	384,406	14,652	3.96%
STUDENT SERVICES	930,555	933,718	3,163	0.34%
INSTITUTIONAL SUPPORT	1,781,761	1,878,583	96,822	5.43%
PUBLIC SERVICE	97,348	98,353	1,005	1.03%
<b>PHYSICAL PLANT</b>				
Building Maintenance	220,710	222,253	1,543	0.70%
Custodial Services	223,623	237,992	14,369	6.43%
Fleet Maintenance	9,613	9,613		
General Services	157,323	158,321	998	0.63%
Grounds Maintenance	55,000	60,670	5,670	10.31%
Inventory and Property Control	36,737	37,115	378	1.03%
Utilities	392,696	437,946	45,250	11.52%
<b>TOTAL PHYSICAL PLANT</b>	<b>1,095,702</b>	<b>1,163,910</b>	<b>68,208</b>	<b>6.23%</b>
SCHOLARSHIPS AND FELLOWSHIPS	1,135,132	603,598	(531,534)	-46.83% (3)
STAFF BENEFITS	52,500	54,000	1,500	2.86%
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>12,600,250</b>	<b>12,503,090</b>	<b>(97,161)</b>	<b>-0.77%</b>
<b>TRANSFERS OUT</b>				
Bond Debt Service	425,606	428,768	3,162	0.74%
TPEG Scholarships and Loans	406,289	367,737	(38,552)	-9.49%
HEF Bond Debt Service Payment	341,000	342,700	1,700	0.50%
HEF Plant Funds	698,452	565,767	(132,685)	-19.00% (4)
<b>TOTAL TRANSFERS OUT</b>	<b>1,871,347</b>	<b>1,704,972</b>	<b>(166,375)</b>	<b>-8.89%</b>
<b>TOTAL BUDGETED FUNDS AND TRANSFERS OUT</b>	<b>\$ 14,471,597</b>	<b>\$ 14,208,062</b>	<b>\$ (263,536)</b>	<b>-1.82%</b>

- (1) Decrease due to reduction in program expenses.
- (2) Increase due to budgeting closer to actual expenses.
- (3) Decrease due to reduction in Texas Grant scholarship expenses.
- (4) Decrease in HEF transfer to plant due to increase in HEF expenses.

LAMAR STATE COLLEGE - ORANGE

Table B. 1  
Designated Funds  
Budgeted Revenues and Transfers  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	
REVENUES					
FEEs					
Designated Tuition	\$ 2,804,643	\$ 3,104,116	\$ 299,473	10.68%	(1)
Computer Service Fees	1,018,002	888,011	(129,991)	-12.77%	(2)
Testing Fees	272,197	238,802	(33,395)	-12.27%	
Library Fees	164,712	137,274	(27,438)	-16.66%	
Miscellaneous	19,915	46,910	26,995	135.55%	
TOTAL FEES	4,279,469	4,415,113	135,644	3.17%	
SALES AND SERVICES	529,126	580,361	51,235	9.68%	
INVESTMENT INCOME	15,000	6,560	(8,440)	-56.27%	
OTHER INCOME	10,600	10,400	(200)	-1.89%	
RENTAL REVENUE	2,300	2,400	100	4.35%	
INDIRECT COST RECOVERY	1,000	1,000			
TOTAL REVENUE	4,837,495	5,015,834	178,339	3.69%	
TRANSFERS IN					
Educational and General - TPEG	406,289	330,963	(75,326)	-18.54%	
Auxiliary	80,506	63,215	(17,291)	-21.48%	
TOTAL TRANSFERS IN	486,795	394,178	(92,617)	-19.03%	
FUND BALANCE FORWARD	282,503	265,000	(17,503)	-6.20%	
TOTAL BUDGETED FUNDS	\$ 5,606,793	\$ 5,675,012	\$ 68,219	1.22%	

- (1) Increase due to increase in designated tuition rate.
- (2) Reduction in Computer Use Fee due to restructure of dual credit tuition rate.

LAMAR STATE COLLEGE - ORANGE

Table B. 2  
Designated Funds  
Budgeted Expenditures and Transfers  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
<b>INSTRUCTION</b>				
Business and Technology	\$ 6,850	\$ 5,900	\$ (950)	-13.87%
Liberal Arts	14,650	13,050	(1,600)	-10.92%
Math and Science	5,260	5,260		N/A
Criminal Justice	300	300		N/A
Allied Health Programs	268,196	239,405	(28,791)	-10.74%
Industrial and Process Technology	8,000	8,500	500	6.25%
All Others	300,613	335,338	34,725	11.55%
<b>TOTAL INSTRUCTION</b>	<b>603,869</b>	<b>607,753</b>	<b>3,884</b>	<b>0.64%</b>
<b>ACADEMIC SUPPORT</b>				
	1,223,107	1,137,557	(85,550)	-6.99%
<b>PUBLIC SERVICE</b>				
Brown Estate	258,294	249,645	(8,649)	-3.35%
Continuing Education / Workforce Development	396,823	405,015	8,192	2.06%
Continuing Ed-ACE Program		27,866	27,866	100.00%
<b>TOTAL PUBLIC SERVICE</b>	<b>655,117</b>	<b>682,526</b>	<b>27,409</b>	<b>4.18%</b>
<b>STUDENT SERVICES</b>				
Admissions, Records and Advising	28,199	26,199	(2,000)	-7.09%
Commencement	14,600	14,070	(530)	-3.63%
Testing	2,325	2,325		N/A
All Others	14,902	18,609	3,707	24.88%
<b>TOTAL STUDENT SERVICES</b>	<b>60,026</b>	<b>61,203</b>	<b>1,177</b>	<b>1.96%</b>
<b>INSTITUTIONAL SUPPORT</b>				
Audit	60,000	60,000		N/A
General Administration	346,362	348,881	2,519	0.73%
Insurance	260,791	260,991	200	0.08%
Public Information	170,486	170,486		N/A
All Others	369,445	408,455	39,010	10.56%
<b>TOTAL INSTITUTIONAL SUPPORT</b>	<b>1,207,084</b>	<b>1,248,813</b>	<b>41,729</b>	<b>3.46%</b>
<b>LIBRARY</b>	<b>215,364</b>	<b>178,384</b>	<b>(36,980)</b>	<b>-17.17%</b>
<b>SCHOLARSHIPS/FELLOWSHIPS</b>	<b>634,995</b>	<b>439,801</b>	<b>(195,194)</b>	<b>-30.74%</b> (1)
<b>TOTAL EXPENDITURES</b>	<b>4,599,562</b>	<b>4,356,037</b>	<b>(243,525)</b>	<b>-5.29%</b>
<b>TRANSFERS OUT</b>				
Transfer for Retirement of Indebtedness	3,512	3,634	122	3.47%
Transfer for System Office Support	100,837	105,319	4,482	4.44%
Transfer for THECB - Tuition Set Aside	21,128	28,000	6,872	32.53%
Transfer to E & G	881,754	1,182,022	300,268	34.05%
<b>TOTAL TRANSFERS OUT</b>	<b>1,007,231</b>	<b>1,318,975</b>	<b>311,744</b>	<b>30.95%</b> (2)
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 5,606,793</b>	<b>\$ 5,675,012</b>	<b>\$ 56,865</b>	<b>1.01%</b>

(1) Reduction due to elimination of Dual Credit Scholarships.

(2) Increase in transfer of designated tuition to E&G to fund salary expenses.

**LAMAR STATE COLLEGE - ORANGE**

Table C. 1  
 Auxiliary Funds  
 Budgeted Revenues and Transfers  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
<b>NON - PLEDGED REVENUE</b>				
<b>FEES</b>				
Student Service Fee	\$ 752,251	\$ 629,928	\$ (122,323)	-16.26% (1)
Student Center Fee	130,019	121,531	(8,488)	-6.53%
Student ID Fee	18,750	14,374	(4,376)	-23.34%
<b>TOTAL FEES</b>	<b>901,020</b>	<b>765,833</b>	<b>(135,187)</b>	<b>-15.00%</b>
<b>SALES AND SERVICES</b>				
Bookstore	85,356	74,065	(11,291)	-13.23%
Food Services	1,500	1,500		
Other Sales and Services	2,030	2,030		
<b>TOTAL SALES AND SERVICES</b>	<b>88,886</b>	<b>77,595</b>	<b>(11,291)</b>	<b>-12.70%</b>
<b>INVESTMENT INTEREST</b>	<b>3,760</b>	<b>1,200</b>	<b>(2,560)</b>	<b>-68.09%</b>
<b>TOTAL AUXILIARY REVENUE</b>	<b>993,666</b>	<b>844,628</b>	<b>(149,038)</b>	<b>-15.00%</b>
<b>FUND BALANCE FORWARD</b>	<b>21,860</b>	<b>28,430</b>	<b>6,570</b>	
<b>TOTAL FUNDS BUDGETED</b>	<b>\$ 1,015,526</b>	<b>\$ 873,058</b>	<b>\$ (142,468)</b>	<b>-14.03%</b>

(1) Reduction in Student Service Fees due to restructure of dual credit tuition rate.

LAMAR STATE COLLEGE - ORANGE

Table C. 2  
 Auxiliary Funds  
 Budgeted Expenditures and Transfers  
 Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
<b>NON - PLEDGED</b>				
<b>STUDENT SERVICE FEE</b>				
Student Assistant Support	\$ 45,939	\$ 45,821	\$ (118)	-0.26%
Student Services Financial Aid	162,609	42,272	(120,337)	-74.00% (1)
Student Services Disability	39,700	21,194	(18,506)	-46.61%
Study Skills	21,843	21,965	122	0.56%
Student Government Association	33,634	33,634		
Academic Challenge	5,200	5,200		
Speech Club	10,287	10,287		
Security	50,462	51,060	598	1.19%
Retention Counseling	91,067	91,805	738	0.81%
Student Publications	4,000	4,000		
Phi Theta Kappa	2,800	2,800		
Student Activities	42,900	42,900		
Day Care Operations	35,000	35,000		
Special Programs	63,826	63,826		
Advising and Counseling	14,310	15,030	720	5.03%
Career Development	6,290	6,290		
Student Aid Organization	2,707	2,707		
Banner Project	20,000	20,000		
Other Student Organizations	37,291	40,091	2,800	7.51%
Bad Debt Expense	7,000	7,000		
Student Services Faculty Advisor	7,890	7,950	60	0.76%
Student Financial Aid for Books	10,000	20,000	10,000	100.00% (2)
VP for Student Services and Auxiliary Enterprise	17,872	17,872		
Honors Program	6,300	6,300		
Travel Pool Student Services	16,624	16,624		
<b>TOTAL STUDENT SERVICE FEE</b>	<b>755,551</b>	<b>631,628</b>	<b>(123,923)</b>	<b>-16.40%</b>
<b>AUXILIARY INCOME GENERATING</b>				
Food Services	1,500	1,500		
Bookstore	5,400	11,000	5,600	103.70%
Student ID	6,417	6,417		
Student Center	166,152	159,298	(6,854)	-4.13%
<b>TOTAL AUXILIARY INCOME GENERATING</b>	<b>179,469</b>	<b>178,215</b>	<b>(1,254)</b>	<b>-0.70%</b>
<b>TOTAL AUXILIARY EXPENDITURES</b>	<b>935,020</b>	<b>809,843</b>	<b>(125,177)</b>	<b>-13.39%</b>
<b>TRANSFER</b>	<b>80,506</b>	<b>63,215</b>	<b>(17,291)</b>	<b>-21.48%</b>
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 1,015,526</b>	<b>\$ 873,058</b>	<b>\$ (142,468)</b>	<b>-14.03%</b>

(1) Reduction in financial aid due to restructure of dual credit tuition.

(2) Increase due to increased need for financial aid assistance in the purchasing of books.

**LAMAR STATE COLLEGE - ORANGE**

Table D  
Higher Education Assistance Fund (HEF)  
Year Ending August 31, 2015

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
<b>EDUCATIONAL AND GENERAL</b>				
President	17,389	100,000	82,611	475%
Dean of Instruction	2,000		(2,000)	-100%
Business and Technology	1,700		(1,700)	-100%
Information Technology	28,041		(28,041)	-100%
Industrial and Process Technology	7,350	40,200	32,850	447%
Business Management Program	1,700		(1,700)	-100%
Information Services Administrative Computing	73,000	155,085	82,085	112%
Learning Center	8,120		(8,120)	-100%
Library		30,000	30,000	100%
Building Maintenance	57,000		(57,000)	-100%
Admissions and Records		2,000	2,000	100%
<b>TOTAL EDUCATIONAL AND GENERAL</b>	<b>196,300</b>	<b>327,285</b>	<b>130,985</b>	<b>67%</b>
<b>TOTAL BUDGETED HEF</b>	<b>\$ 196,300</b>	<b>\$ 327,285</b>	<b>\$ 130,985</b>	<b>67%</b>

**HEF SUMMARY**

Estimated Balance 09-01-2014	\$ 2,955,970
Appropriations	1,235,752
Budgeted Expenditures	
Educational and General	(327,285)
Transfer out for Bond Debt Payment	(342,700)
Estimated Balance 08-31-2015	<u>\$ 3,521,737</u>

**Higher Education  
Administrative Accountability Report  
Special Provisions, Sec. 6  
FY2015**

**Institution Code:** 787

**Institution Name:** Lamar State College-Orange

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	F Nonsalary Benefits FY 2014						L Total Compensation	M Explanation / Comments
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other	K Non-Cash Compensation		
J. Michael Shahan	President	General Revenue	\$65,945	0.00%	\$0	\$0	\$7,200	\$0	\$0	\$0	\$73,145	
		Designated	\$138,243	3.00%	\$0	\$0	\$10,800	\$12,000	\$4,320	\$0	\$165,363	Other = longevity \$4,320
		Total	\$204,188	0.00%	\$0	\$0	\$18,000	\$12,000	\$4,320	\$0	\$238,508	
Gwen Whitehead	Interim Vice President for Academic Affairs	General Revenue	\$95,000	0.00%	\$0	\$0	\$0	\$0	\$3,120	\$0	\$98,120	Other=longevity
Dana N. Rogers	Vice President for Finance and Operations	General Revenue	\$103,525	0.00%	\$0	\$0	\$0	\$0	\$2,160	\$0	\$105,685	Other = longevity
Michael Yeater	Vice President for Student Services and Auxillary Enterprises	General Revenue	\$92,820	0.00%	\$0	\$0	\$0	\$0	\$240	\$0	\$93,060	Other = longevity
Carla Dando	Dean of Instruction	General Revenue	\$85,257	0.00%	\$0	\$0	\$0	\$0	\$960	\$0	\$86,217	Other = longevity

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Texas State University System  
Lamar State College - Orange  
Matrix of Operating Expenses Budgets Reported by Combined Funds Total  
For the Fiscal Year Ended August 31, 2015

Operating Expenses	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Operation and Maintenance of Plant	Scholarship and Fellowships	Auxiliary Enterprise Expenditures	Depreciation and Amortization	Unclassified	Total Expenditures
Cost of Goods Sold												-
Salaries and Wages	4,539,678.00		240,209.00	1,076,924.00	703,062.00	1,528,784.00	174,129.00	11,368.00	220,718.00			8,494,872.00
Payroll Related Costs	1,498,354.00		72,029.00	345,848.00	227,123.00	495,399.00	56,112.00	74.00	57,428.00			2,752,367.00
Professional Fees and Services	139,885.00		145,598.00	307,386.00	10,212.00	210,431.00	7,609.00		91,691.00			912,812.00
Travel	108,898.00		2,800.00	4,800.00	10,076.00	39,437.00			34,024.00			200,035.00
Materials and Supplies	88,349.00		91,956.00	194,139.00	6,450.00	132,904.00	4,806.00		57,910.00			576,514.00
Communication and Utilities	1,200.00		27,509.00	175,013.00		75,231.00	443,334.00		47,692.00			769,979.00
Repairs and Maintenance	11,560.00		22,965.00	144,223.00		151,163.00	206,384.00		5,410.00			541,705.00
Rentals and Leases			1,725.00	6,300.00	6,270.00	35,353.00	548.00		13,243.00			63,439.00
Federal Pass Through Expense												-
State Grant Pass Through Expense												-
Depreciation and Amortization												-
Bad Debt Expense												-
Interest												-
Scholarships					-			1,028,531.00	125,372.00			1,153,903.00
Claims and Losses	229,900.00			2,500.00					8,475.00			240,875.00
Other Operating Expenses	195,962.00		172,032.00	654,920.00	15,052.00	502,999.00	273,624.00	-	147,880.00			1,962,469.00
<b>Total Operating Expenses</b>	<b>6,813,786.00</b>	<b>-</b>	<b>776,823.00</b>	<b>2,912,053.00</b>	<b>978,245.00</b>	<b>3,171,701.00</b>	<b>1,166,546.00</b>	<b>1,039,973.00</b>	<b>809,843.00</b>	<b>-</b>	<b>-</b>	<b>17,668,970.00</b>



## Lamar State College - Port Arthur

A Member of The Texas State University System

July 7, 2014

Members of the Board of Regents  
The Texas State University System

The Honorable Regents:

The following are recommendations for the annual budget of Lamar State College-Port Arthur for the fiscal year beginning September 1, 2014. No reserves or fund balances are used to fund on-going operations. A flat enrollment projection is used to calculate revenue for the upcoming year. The proposed budget includes all educational and general, designated and auxiliary enterprise activities as well as Higher Education Assistance Funds (HEAF) budgeted for the upcoming year.

Highlights of the budget for the upcoming year include a slight decrease of \$26 in State Appropriations from FY2014 appropriations. Due to the loss of our online nursing program, we have experienced a temporary enrollment decline, which has been partially offset by faculty pool reductions associated with the nursing program, faculty and staff vacant position eliminations, and expenditure reductions. Our focus for the coming year will be the continued development of our academic and technical programs and to apply to the State Board of Nurse Examiners for approval to re-instate the online nursing program in Spring 2015 with enrollment to begin in Fall 2015. In order to meet the demands ahead, qualified faculty and staff will be essential to our task. We have included an average 1.88% merit based increase to eligible employees who received a rating above the satisfactory level. The salary increase was offset by elimination of vacant positions and the increase in Designated Tuition which was approved by the Board in May 2012, to be effective for Fall 2014. The raises will also help negate the 7% increase in ERS premium rates that will become effective September 1, 2014. Revenue estimates were based on current enrollment figures with a flat growth rate. Due to the uncertainty surrounding the use of Student Service Fees, some suggested expenditures have been moved to Designated along with a reserve for the \$150,000 estimated payment to FEMA relating to Hurricane Ike expenditures.

We are still experiencing a 35% decrease in our electric consumption and a 57% decrease in our natural gas consumption since the implementation of upgrades made possible by a bond issuance in FY 2012. This decrease in cost has helped offset the cost of our property and flood insurance which represents about 5% of our appropriated dollars.

The budget does provide for all of the needs of the campus and is balanced.

The overall fiscal condition of the College remains sound. Management intends to monitor all costs and budget amounts to achieve savings where possible and to assure the campus of funds to operate through the upcoming budget year.

Sincerely,

Sam Monroe, President

Mary Wickland, Vice President for Finance

LAMAR STATE COLLEGE PORT ARTHUR

TABLE A.1  
EDUCATION & GENERAL FUNDS  
BUDGETED REVENUES & TRANSFERS  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014	FY2015	Change	
	Adopted Budget	Proposed Budget	Amount	Percent
<b>REVENUE</b>				
Tuition and Fees				
Tuition Net of Exemptions and Waivers	\$ 3,446,121	\$ 2,120,050	\$ (1,326,071)	-38.48% <b>1</b>
Lab Fees	20,000	15,000	(5,000)	-25.00%
Total Tuition and Fees	\$ 3,466,121	\$ 2,135,050	\$ (1,331,071)	-38.40%
State Appropriations				
General Revenue Appn. - H.B. 1	\$ 10,400,827	\$ 10,400,801	\$ (26)	0.00%
Staff Benefit Appropriations	2,036,087	2,285,775	249,688	12.26% <b>2</b>
Other Appropriations				
THECB State Workstudy	11,751	13,735	1,984	16.88%
THECB Nursing Regular Program	117,211	-	(117,211)	-100.00% <b>3</b>
HEAF Appropriation	1,214,880	1,189,917	(24,963)	-2.05%
Total State Appropriations	\$ 13,780,756	\$ 13,890,228	\$ 109,472	0.79%
Current Funds				
Investment Income	\$ 5,500	\$ 2,511	\$ (2,989)	-54.35%
Sales and Services	27,000	-	(27,000)	-100.00%
Other Miscellaneous	6,000	-	(6,000)	-100.00%
Total Current Funds	\$ 38,500	\$ 2,511	\$ (35,989)	-93.48%
<b>TOTAL REVENUE</b>	<b>\$ 17,285,377</b>	<b>\$ 16,027,789</b>	<b>\$ (1,257,588)</b>	<b>-7.28%</b>
<b>TRANSFERS IN</b>				
Computer Use Fee	\$ 48,800	\$ 365,000	\$ 316,200	647.95% <b>4</b>
Designated Tuition	-	552,472	552,472	100.00% <b>4</b>
Library Fee	154,000	154,000	-	0.00%
Auxiliary Funds	-	243,165	243,165	100.00% <b>4</b>
<b>TOTAL TRANSFERS IN</b>	<b>\$ 202,800</b>	<b>\$ 1,314,637</b>	<b>\$ 1,111,837</b>	<b>548.24%</b>
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 17,488,177</b>	<b>\$ 17,342,426</b>	<b>\$ (145,751)</b>	<b>-0.83%</b>

- 1** Enrollment decrease and budgeted FY2015 adjusted for FY2014 actual.
- 2** Reflects increase in appropriations by Legislature
- 3** Decrease in THECB Nursing Regular Program funds.
- 4** Increase in use of transfers to support current operations.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE A.2  
EDUCATION & GENERAL FUNDS  
BUDGETED EXPENDITURES  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014 Adopted Budget	FY2015 Proposed Budget	Change Amount	Percent
<b>EXPENDITURES</b>				
Instruction				
Liberal Arts	\$ 713,462	\$ 750,912	\$ 37,450	5.25%
Theatre	236,415	285,900	49,485	20.93%
Inmate Instruction	301,390	324,626	23,236	7.71%
Commercial Music Program	414,519	377,262	(37,257)	-8.99%
Business, Math, & Science	868,276	884,692	16,416	1.89%
Physical Education	267,916	257,448	(10,468)	-3.91%
Faculty Reserve	60,057	45,149	(14,908)	-24.82%
Cosmetology Program	276,359	247,658	(28,701)	-10.39%
Federal Correction Complex	707,646	694,982	(12,664)	-1.79%
Distance Learning	98,479	98,350	(129)	-0.13%
Business & Technology	1,158,366	1,127,595	(30,771)	-2.66%
Allied Health	1,768,361	1,297,830	(470,531)	-26.61% <sup>1</sup>
Instructional Support	163,406	171,847	8,441	5.17%
Developmental Education	451,013	438,853	(12,160)	-2.70%
Total Instruction	\$ 7,485,665	\$ 7,003,104	\$ (482,561)	-6.45%
Academic Support				
Instructional Administration	\$ 1,008,498	\$ 1,184,546	\$ 176,048	17.46% <sup>2</sup>
Library	549,718	560,466	10,748	1.96%
Total Academic Support	\$ 1,558,216	\$ 1,745,012	\$ 186,796	11.99%
Student Services	\$ 1,275,482	\$ 1,295,111	\$ 19,629	1.54%
Institutional Support	\$ 3,127,116	\$ 3,323,085	\$ 195,969	6.27%
Operation & Maintenance of Plant				
Campus Security	\$ 90,904	\$ 89,364	\$ (1,540)	-1.69%
General Services	618,715	574,617	(44,098)	-7.13%
Building Maintenance	373,189	371,424	(1,765)	-0.47%
Custodial Services	557,650	605,975	48,325	8.67%
Ground Maintenance	240,600	241,347	747	0.31%
Purchased Utilities	432,000	475,000	43,000	9.95%
Total Operation & Maintenance of Plant	\$ 2,313,058	\$ 2,357,727	\$ 44,669	1.93%
Special Items				
Small Business Development	\$ 276,803	\$ 286,852	\$ 10,049	3.63%
Texas College Workstudy	11,751	13,735	1,984	16.88%
<b>TOTAL EXPENDITURES</b>	<b>\$ 16,048,091</b>	<b>\$ 16,024,626</b>	<b>\$ (23,465)</b>	<b>-0.15%</b>
<b>TRANSFERS OUT</b>				
Mandatory				
Tuition Revenue Bond Debt Service	\$ 858,977	\$ 857,559	\$ (1,418)	-0.17%
TPEG Loans	44,800	31,801	(12,999)	-29.02%
TPEG Scholarships	403,196	286,207	(116,989)	-29.02% <sup>3</sup>
HEAF Plant Funds	133,113	142,233	9,120	6.85%
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 1,440,086</b>	<b>\$ 1,317,800</b>	<b>\$ (122,286)</b>	<b>-8.49%</b>
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 17,488,177</b>	<b>\$ 17,342,426</b>	<b>\$ (145,751)</b>	<b>-0.83%</b>

1 Decrease in Allied Health due to Online Nursing Program.

2 Increased operating projections due to planned IT projects.

3 Decreased due to projected tuition revenue decrease.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE B.1  
DESIGNATED FUNDS  
BUDGETED REVENUES & TRANSFERS  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014 Adopted Budget	FY2015 Proposed Budget	Change Amount	Percent
REVENUE				
Student Fees				
Computer Use Fee	\$ 781,403	\$ 926,363	\$ 144,960	18.55% <b>1</b>
Tuition Service Fee	22,000	23,000	1,000	4.55%
Designated Tuition Fee	2,751,737	2,898,562	146,825	5.34%
Distance Learning Fee	150,000	215,000	65,000	43.33%
Installment Fee	29,000	25,000	(4,000)	-13.79%
Library Fee	184,000	176,000	(8,000)	-4.35%
Application Fee	32,000	12,000	(20,000)	-62.50%
Transcript Fee	-	21,251	21,251	100.00%
Miscellaneous Fees	4,000	11,600	7,600	190.00%
<b>Total Student Fees</b>	<b>\$ 3,954,140</b>	<b>\$ 4,308,776</b>	<b>\$ 354,636</b>	<b>8.97%</b>
Investment Income	\$ 3,475	\$ 7,613	\$ 4,138	119.08%
Carl Parker Rental Fee	13,175	11,000	(2,175)	-16.51%
Miscellaneous Income	2,500	6,500	4,000	160.00%
<b>TOTAL REVENUE</b>	<b>\$ 3,973,290</b>	<b>\$ 4,333,889</b>	<b>\$ 360,599</b>	<b>9.08%</b>
TRANSFERS IN				
Educational & General - TPEG	\$ 403,196	\$ 286,207	\$ (116,989)	-29.02% <b>2</b>
<b>TOTAL TRANSFERS IN</b>	<b>\$ 403,196</b>	<b>\$ 286,207</b>	<b>\$ (116,989)</b>	<b>-29.02%</b>
BUDGETED FUND BALANCES	\$ (901,703)	\$ (169,241)	\$ 732,462	-81.23% <b>3</b>
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 3,474,783</b>	<b>\$ 4,450,855</b>	<b>\$ 976,072</b>	<b>28.09%</b>

**1** Budgeted FY2015 adjusted for estimated fee increase.

**2** Decrease in E&G TPEG transfers.

**3** Decrease in amount transferred to designated fund balance.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE B.2  
DESIGNATED FUNDS  
BUDGETED EXPENDITURES  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014		FY2015		Change	
	Adopted Budget		Proposed Budget		Amount	Percent
<b>EXPENDITURES</b>						
Instruction						
Liberal Arts	\$ 12,000	\$	11,500	\$	(500)	-4.17%
Inmate Instruction	5,325		5,700		375	7.04%
Business, Math, and Science	8,000		9,500		1,500	18.75%
Cosmetology Program	15,900		12,565		(3,335)	-20.97%
Distance Learning	42,000		67,500		25,500	60.71%
Business and Technology	82,800		70,100		(12,700)	-15.34%
Allied Health Department	109,200		51,262		(57,938)	-53.06%
Developmental Education	18,400		17,850		(550)	-2.99%
Theatre	86,760		77,000		(9,760)	-11.25%
Commercial Music Program	45,199		43,457		(1,742)	-3.85%
Physical Education	20,750		21,000		250	1.20%
Other	77,419		62,375		(15,044)	-19.43%
Total Instruction	\$ 523,753	\$	449,809	\$	(73,944)	-14.12%
Academic Support	\$ 750,870	\$	618,782	\$	(132,088)	-17.59% <b>1</b>
Institutional Support						
SACS Accreditation	\$ 43,250	\$	35,300	\$	(7,950)	-18.38%
Administrative Services	91,500		185,000		93,500	102.19%
Mail Service	60,000		50,000		(10,000)	-16.67%
Service Centers	162,664		146,700		(15,964)	-9.81%
Other	268,094		431,170		163,076	60.83% <b>2</b>
Total Institutional Support	\$ 625,508	\$	848,170	\$	222,662	35.60%
Operation & Maintenance of Plant	\$ 12,500	\$	7,500	\$	(5,000)	-40.00%
Public Service	\$ 215,331	\$	225,376	\$	10,045	4.66%
Special Items						
Scholarships TPEG	\$ 578,196	\$	436,207	\$	(141,989)	-24.56% <b>3</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,706,158</b>	<b>\$</b>	<b>2,585,844</b>	<b>\$</b>	<b>(120,314)</b>	<b>-4.45%</b>
<b>TRANSFERS OUT</b>						
Designated Tuition						
Education and General	\$ -	\$	552,472	\$	552,472	100.00% <b>4</b>
Auxiliary	472,314		669,939		197,625	41.84% <b>4</b>
Retirement of Debt	6,648		6,600		(48)	-0.72%
TSUS System Operation Charges	135,663		117,000		(18,663)	-13.76%
Computer Use Fee						
Education and General	-		365,000		365,000	100.00% <b>4</b>
Library Fee						
Education and General	154,000		154,000		-	0.00%
<b>TOTAL TRANSFERS OUT</b>	<b>\$ 768,625</b>	<b>\$</b>	<b>1,865,011</b>	<b>\$</b>	<b>1,096,386</b>	<b>142.64%</b>
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 3,474,783</b>	<b>\$</b>	<b>4,450,855</b>	<b>\$</b>	<b>976,072</b>	<b>28.09%</b>

**1** Decrease in IT Support Services and individual budget variances.

**2** Increase due to advertising expense reclassification and individual budget variances.

**3** Decreased due to projected tuition revenue decrease.

**4** Increase in use of transfers to support current operations.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE C.1  
AUXILIARY FUNDS  
BUDGETED REVENUES & TRANSFERS  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014 Adopted Budget	FY2015 Proposed Budget	Change Amount	Change Percent
REVENUE				
Student Fees				
Student Service Fee	\$ 1,030,000	\$ 1,030,000	\$ -	0.00%
Recreation Fee	93,000	95,000	2,000	2.15%
Athletic Fee	355,000	400,000	45,000	12.68%
Athletic Marketing	-	18,000	18,000	100.00%
Student ID	11,000	10,000	(1,000)	-9.09%
Student Center Fee	110,000	107,000	(3,000)	-2.73%
Parking	66,000	57,000	(9,000)	-13.64%
Miscellaneous	19,500	18,450	(1,050)	-5.38%
Total Student Fees	\$ 1,684,500	\$ 1,735,450	\$ 50,950	3.02%
Bookstore	\$ 85,000	\$ 102,000	\$ 17,000	20.00%
Investment Income	2,500	-	(2,500)	-100.00%
<b>TOTAL REVENUE</b>	<b>\$ 1,772,000</b>	<b>\$ 1,837,450</b>	<b>\$ 65,450</b>	<b>3.69%</b>
TRANSFERS IN				
Designated	\$ 502,944	\$ 669,939	\$ 166,995	33.20% <sup>1</sup>
<b>TOTAL TRANSFERS IN</b>	<b>\$ 502,944</b>	<b>\$ 669,939</b>	<b>\$ 166,995</b>	<b>33.20%</b>
BUDGETED FUND BALANCES	\$ (425,832)	\$ (375,007)	\$ 50,825	-11.94%
<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 1,849,112</b>	<b>\$ 2,132,382</b>	<b>\$ 283,270</b>	<b>15.32%</b>

<sup>1</sup> Reflects increase in institutional funding for current operations.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE C.2  
AUXILIARY FUNDS  
BUDGETED EXPENDITURES  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014	FY2015	Change	
	Adopted Budget	Proposed Budget	Amount	Percent
<b>EXPENDITURES</b>				
Bookstore	\$ 84,461	\$ 82,909	\$ (1,552)	-1.84%
Student ID	5,000	2,500	(2,500)	-50.00%
Student Services	638,317	452,214	(186,103)	-29.16% <b>1</b>
Student Center	125,325	131,755	6,430	5.13%
Recreation Activity	123,630	120,783	(2,847)	-2.30%
Sports Program	831,489	1,055,851	224,362	26.98% <b>2</b>
Parking	35,890	38,205	2,315	6.45%
Other	5,000	5,000	-	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,849,112</b>	<b>\$ 1,889,217</b>	<b>\$ 40,105</b>	<b>2.17%</b>
<b>TRANSFERS OUT</b>				
Education and General	\$ -	\$ 243,165	\$ 243,165	100.00% <b>3</b>
<b>TOTAL TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ 243,165</b>	<b>\$ 243,165</b>	<b>100.00%</b>
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 1,849,112</b>	<b>\$ 2,132,382</b>	<b>\$ 283,270</b>	<b>15.32%</b>

**1** Decrease due to advertising expense reclassification and individual budget variances.

**2** Increase due to addition of Volleyball Program.

**3** Increase in use of transfers to support current operations.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE D  
HIGHER EDUCATION ASSISTANCE FUNDS  
BUDGETED REVENUES & TRANSFERS  
YEAR ENDING AUGUST 31, 2015

Item Description	FY2014	FY2015	Change	
	Adopted Budget	Proposed Budget	Amount	Percent
<b>EDUCATION AND GENERAL FUNDS</b>				
Instruction				
Liberal Arts	\$ 13,500	\$ 12,500	\$ (1,000)	-7.41%
Theatre	45,500	63,500	18,000	39.56%
Commercial Music Program	55,000	55,000	-	0.00%
Business, Math, & Science	13,000	13,000	-	0.00%
Physical Education	75,000	58,500	(16,500)	-22.00%
Cosmetology Program	6,500	14,100	7,600	116.92%
Business & Technology	100,000	96,548	(3,452)	-3.45%
Allied Health	64,000	14,000	(50,000)	-78.13%
Developmental Education	2,000	1,500	(500)	-25.00%
Total Instruction	\$ 374,500	\$ 328,648	\$ (45,852)	-12.24%
Academic Support				
Instructional Administration	\$ 162,000	\$ 265,000	\$ 103,000	63.58% <sup>1</sup>
Library	171,000	171,000	-	0.00%
Total Academic Support	\$ 333,000	\$ 436,000	\$ 103,000	30.93%
Student Services	\$ 87,500	\$ 13,500	\$ (74,000)	-84.57%
Institutional Support	\$ 208,280	\$ 202,233	\$ (6,047)	-2.90%
Operation & Maintenance of Plant				
Campus Security	\$ 2,500	\$ 1,500	\$ (1,000)	-40.00%
General Services	121,000	110,216	(10,784)	-8.91%
Building Maintenance	57,000	62,700	5,700	10.00%
Custodial Services	8,150	8,965	815	10.00%
Ground Maintenance	22,950	26,155	3,205	13.97%
Total Operation & Maintenance of Plant	\$ 211,600	\$ 209,536	\$ (2,064)	-0.98%
<b>TOTAL BUDGETED HEAF FUNDS</b>	<b>\$ 1,214,880</b>	<b>\$ 1,189,917</b>	<b>\$ (24,963)</b>	<b>-2.05%</b>

**HEAF SUMMARY**

Estimated Balance 9/1/2014	\$ 2,567,321
Appropriations	1,244,694
Total Funding Available	<u>\$ 3,812,015</u>
Budgeted Expenditures	
Education and General	\$ 1,081,747
Budgeted Real Property	
Transfers Out	142,233
Total Expenditures	<u>\$ 1,223,980</u>
Estimated Balance 8/31/2015	<u>\$ 2,588,035</u>

<sup>1</sup> Increase in use of HEAF funds for planned IT projects.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE G.1  
 AUXILIARY OPERATIONS  
 INTERCOLLEGIATE ATHLETICS  
 YEAR ENDING AUGUST 31, 2015

Item Description	Men's Basketball Program	Women's Softball Program	Women's Volleyball Program	Athletics Administration	Total
REVENUE AND OTHER ADDITIONS					
Sales and Services				\$ 36,450	\$ 36,450
Student Fees				\$ -	-
Athletic Fee				400,000	400,000
Designated Transfer				619,401	619,401
<b>TOTAL BUDGETED REVENUE</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 1,055,851</b>	<b>\$ 1,055,851</b>
EXPENDITURES					
Salaries	\$ 44,291	\$ 71,904	\$ 67,500	\$ 74,295	\$ 257,990
Fringe Benefits	9,087	23,787	5,296	20,920	59,090
Travel	50,000	32,000	39,000	13,000	134,000
Scholarships	248,771	100,000	45,000	-	393,771
Other Maintenance and Operating	55,000	40,000	40,000	76,000	211,000
<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 407,149</b>	<b>\$ 267,691</b>	<b>\$ 196,796</b>	<b>\$ 184,215</b>	<b>\$ 1,055,851</b>

LAMAR STATE COLLEGE PORT ARTHUR

ADMINISTRATIVE ACCOUNTABILITY REPORT  
YEAR ENDING AUGUST 31, 2015

A Name	B Position	C Funding Source	D Salary (9/1/2014)	E Percentage Salary Increase Over FY 2014	Non-Salary Benefits FY 2015					L Total Compensation	M Explanation / Comments	
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			K Non-Cash Compensation
Betty Reynard	President	General Revenue	\$ 65,945		\$ -	\$ -	\$ 7,200	\$ -	\$ -	\$ -	\$ 73,145	
		Designated	76,180		-	-	10,800	-	2,842	-	89,822	Other-Longevity Pay
		Auxiliary	68,095	0.00%	-	-	-	-	1,218	-	69,313	Other-Longevity Pay
		<b>Total</b>	<b>\$ 210,220</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,000</b>	<b>\$ -</b>	<b>\$ 4,060</b>	<b>\$ -</b>	<b>\$ 232,280</b>	
Gary Stretcher	Vice President of Academic Affairs	General Revenue	\$ 130,039	3.17%	\$ -	\$ -	\$ -	\$ -	\$ 2,580	\$ -	\$ 132,619	Other-Longevity Pay
		<b>Total</b>	<b>\$ 130,039</b>	<b>3.17%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,580</b>	<b>\$ -</b>	<b>\$ 132,619</b>	
Mary Wickland	Vice President of Finance	General Revenue	\$ 102,018	5.15%	\$ -	\$ -	\$ -	\$ -	\$ 480	\$ -	\$ 102,498	Other-Longevity Pay
		<b>Total</b>	<b>\$ 102,018</b>	<b>5.15%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 480</b>	<b>\$ -</b>	<b>\$ 102,498</b>	
Jamie Larson	Director of Accounting	General Revenue	\$ 81,104	3.00%	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ -	\$ 81,344	Other-Longevity Pay
		<b>Total</b>	<b>\$ 81,104</b>	<b>3.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 240</b>	<b>\$ -</b>	<b>\$ 81,344</b>	
Samir Ghorayeb	Director of Computer Services	General Revenue	\$ 117,605	2.08%	\$ -	\$ -	\$ -	\$ -	\$ 1,440	\$ -	\$ 119,045	Other-Longevity Pay
		<b>Total</b>	<b>\$ 117,605</b>	<b>2.08%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,440</b>	<b>\$ -</b>	<b>\$ 119,045</b>	
Donna Dunigan	Asst Director ITS Information Services	General Revenue	\$ 85,013	2.16%	\$ -	\$ -	\$ -	\$ -	\$ 1,920	\$ -	\$ 86,933	Other-Longevity Pay
		<b>Total</b>	<b>\$ 85,013</b>	<b>2.16%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,920</b>	<b>\$ -</b>	<b>\$ 86,933</b>	
Thomas Neal	Vice President of Student Services	General Revenue	\$ 111,340	3.01%	\$ -	\$ -	\$ -	\$ -	\$ 4,320	\$ -	\$ 115,660	Other-Longevity Pay
		<b>Total</b>	<b>\$ 111,340</b>	<b>3.01%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,320</b>	<b>\$ -</b>	<b>\$ 115,660</b>	
Charles Gongre	Dean of Academic Programs	General Revenue	\$ 98,846	1.23%	\$ -	\$ -	\$ -	\$ -	\$ 5,040	\$ -	\$ 103,886	Other-Longevity Pay
		<b>Total</b>	<b>\$ 98,846</b>	<b>1.23%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,040</b>	<b>\$ -</b>	<b>\$ 103,886</b>	
Linda Tait	Director of SBDC	General Revenue	\$ 75,732	1.61%	\$ -	\$ -	\$ -	\$ -	\$ 1,920	\$ -	\$ 77,652	Other-Longevity Pay
		<b>Total</b>	<b>\$ 75,732</b>	<b>1.61%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,920</b>	<b>\$ -</b>	<b>\$ 77,652</b>	
Barbara Huval	Director of Inmate Instruction	General Revenue	\$ 90,784	1.34%	\$ -	\$ -	\$ -	\$ -	\$ 4,320	\$ -	\$ 95,104	Other-Longevity Pay
		<b>Total</b>	<b>\$ 90,784</b>	<b>1.34%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,320</b>	<b>\$ -</b>	<b>\$ 95,104</b>	
Peter Kaatrude	Dean of Library Services	General Revenue	\$ 83,423	1.46%	\$ -	\$ -	\$ -	\$ -	\$ 2,640	\$ -	\$ 86,063	Other-Longevity Pay
		<b>Total</b>	<b>\$ 83,423</b>	<b>1.46%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,640</b>	<b>\$ -</b>	<b>\$ 86,063</b>	
Ben Stafford	Dean of Technical Programs	General Revenue	\$ 92,250	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 580	\$ -	\$ 92,830	Other-Longevity Pay
		<b>Total</b>	<b>\$ 92,250</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 580</b>	<b>\$ -</b>	<b>\$ 92,830</b>	

A Name	B Position	C Funding Source	D Salary (9/1/2014)	E Percentage Salary Increase Over FY 2014	Non-Salary Benefits FY 2015					L Total Compensation	M Explanation / Comments	
					F Cash Bonuses	G Practice Plan Benefits	H Housing Allowance	I Car Allowance	J Other			K Non-Cash Compensation
Stephen Arnold	Director of Physical Plant	General Revenue	\$ 83,269	3.10%	\$ -	\$ -	\$ -	\$ -	\$ 960	-	\$ 84,229	Other-Longevity Pay
		<b>Total</b>	<b>\$ 83,269</b>	<b>3.10%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 960</b>	<b>-</b>	<b>\$ 84,229</b>	
Scott Street	Athletic Director	General Revenue	\$ 83,068	3.10%	\$ -	\$ -	\$ -	\$ -	\$ 1,800	-	\$ 84,868	Other-Longevity Pay
		<b>Total</b>	<b>\$ 83,068</b>	<b>3.10%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,800</b>	<b>-</b>	<b>\$ 84,868</b>	

LAMAR STATE COLLEGE PORT ARTHUR

MATRIX OF OPERATING BUDGET  
 REPORTED BY FUNCTION  
 YEAR ENDING AUGUST 31, 2015

Operating Budget	Instruction	Academic Support	Student Services	Institutional Support	Operation & Maintenance of Plant	Public Service	Scholarships	Auxiliary Enterprises	Total Budget
Salaries and Wages	\$ 5,536,568	\$ 1,027,769	\$ 1,020,765	\$ 1,957,483	\$ 907,762	\$ 387,110	\$ -	\$ 673,359	\$ 11,510,816
Payroll Related Costs	1,201,888	251,593	260,846	896,302	308,153	117,292		162,858	3,198,932
Professional Fees and Services	39,152	18,869		103,290	101,599	1,555		249,057	513,522
Federal Pass-Through Expense									-
State Grant Pass-Through Expense							13,735		13,735
Travel	24,006	199,210		3,689		1,068		67,439	295,412
Materials and Supplies	204,549	68,428	5,477	225,156	163,777	3,482		103,037	773,906
Communication and Utilities		180,666		3,425	471,448	126		18,656	674,322
Repairs and Maintenance	5,859	390,287		35,835	345,828	135		24,391	802,336
Rentals and Leases	31,365	5,097		29,248	7,126	430		41,334	114,598
Printing and Reproduction	9,645	325		3,689		5		26,040	39,704
Debt Service									-
Bad Debt Expense									-
Interest									-
Scholarships							436,207	393,771	829,978
Operating Transfers									-
Other Operating Expenses	399,882	221,549	8,023	913,138	59,534	1,024		129,275	1,732,426
<b>Total Operating Expenses</b>	<b>\$ 7,452,913</b>	<b>\$ 2,363,794</b>	<b>\$ 1,295,111</b>	<b>\$ 4,171,255</b>	<b>\$ 2,365,227</b>	<b>\$ 512,228</b>	<b>\$ 449,942</b>	<b>\$ 1,889,217</b>	<b>\$ 20,499,687</b>

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August 5, 2014

The Board of Regents  
Texas State University System  
208 E. 10<sup>th</sup> Street, Suite 600  
Austin, Texas 78701

Dear Regents:

The System Office submits the Fiscal Year 2015 Annual Operating Budget, totaling \$7,327,733. Fiscal Year 2015 total budgeted expenditures are 13.9% higher as compared to Fiscal Year 2014. General Revenue appropriations for Fiscal Year 2015 remain constant at \$1,425,000 per year.

System office budget initiatives include:

- funding for employee salary increases
- establishment of the system-wide risk-management services contract
- expansion of legal staff within the Office of General Counsel to directly service Lamar University (1 FTE) and address additional legal-service needs at all campuses
- increase in the scope of the existing construction-management software system
- installation of the debt-management software
- addresses additional staffing requirements within the Office of Governmental Relations (1 FTE)
- creation of a commercial-paper program to address short and intermediate lending needs on construction projects

The Fiscal Year 2015 budget increases System staff by two positions. System administration will continue to monitor demand levels for current and new services and recommend appropriate staffing levels.

The System office financial condition is sound. It continues to operate at a staffing level and cost significantly below that of all other public university systems in Texas. I recommend your support of this budget request.

Sincerely,



Brian McCall  
Chancellor

## Texas State University System

Table A-1  
Current Fund Revenues and Transfers  
Educational and General Funds

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	INCREASE (DECREASE)	PERCENT CHANGED	NOTE
<b>State Appropriations</b>					
General Revenue Appropriation	\$1,425,000	\$1,425,000	\$0	0.0%	
Staff benefits Appropriations	550,058	582,006	31,948	5.8%	
<b>Total State Appropriations</b>	<b>1,975,058</b>	<b>2,007,006</b>	<b>31,948</b>	<b>1.6%</b>	
<b>Designated Funds</b>					
Investment Income	8,000	16,000	\$8,000	100.0%	(1)
Texas State University System Foundation	51,400	51,400	0	0.0%	
<b>Total Current Funds</b>	<b>59,400</b>	<b>67,400</b>	<b>8,000</b>	<b>13.5%</b>	
<b>Transfers In</b>					
Central Service Charge	4,258,425	\$4,598,697	\$340,272	8.0%	(2)
Fund Balance	164,796	297,463	132,667	80.5%	(3)
Fund Balance Benefits	0	432,167	432,167	-	(4)
Deferred Compensation	100,000	125,000	25,000	25.0%	(5)
<b>Total Transfers In</b>	<b>4,523,221</b>	<b>5,453,327</b>	<b>930,106</b>	<b>20.6%</b>	
<b>Total Revenues and Transfers In</b>	<b>\$6,557,679</b>	<b>\$7,527,733</b>	<b>\$970,054</b>	<b>14.8%</b>	

NOTE	ITEM DESCRIPTION	CHANGE	EXPLANATION
(1)	Investment Income	\$ 8,000	Yield Improvement March through August
(2)	Central Service Charge	\$ 340,272	Annual Charge to Institutional Components
(3)	Fund Balance	\$ 132,667	Transfer to balance Revenues and Expenditures
(4)	Fund Balance - Benefits	\$ 432,167	Contingent Benefits Repayment to State
(5)	Deferred Compensation	\$ 25,000	Annual Expenditure Increase

**Texas State University System**

Table A-2  
Current Fund Expenditures and Transfers  
Educational and General Funds

ITEM DESCRIPTION	FY 2014 APPROVED BUDGET	FY 2015 PROPOSED BUDGET	INCREASE (DECREASE)	PERCENT CHANGED	NOTE
Institutional Support and Administration	\$ 6,432,679	\$ 7,327,733	\$ 895,054	13.9%	
Transfers Out	\$ 125,000	\$ 200,000	\$ 75,000	60.0%	(1)
<b>Total Expenditures and Transfers</b>	<b>\$ 6,557,679</b>	<b>\$ 7,527,733</b>	<b>\$ 970,054</b>	<b>14.8%</b>	

NOTE	ITEM DESCRIPTION	CHANGE	EXPLANATION
(1)	Deferred Compensation Plan	\$ 75,000	Annual Contribution Change

Higher Education  
Administrative Accountability Report  
Special Provisions, Sec. 5.(8)  
FY 2015

Institution Code: 758 Institution Name: Texas State University System

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	G Nonsalary Benefits FY 2015				J Other	L Total Compensation	M Deferred Compensation Set Aside	N Explanation / Comments
					F Deferred Compensation Received	H Housing Allowance	I Car Allowance	J Other				
Brian McCall	Chancellor	General Revenue Designated Funds Designated Funds Designated Funds Designated Funds	\$ 70,231	0.00%	\$ 125,000	\$ 7,200		\$ 600	\$ 77,431	\$ 200,000		
		Total	\$ 429,769		\$ 2,760	\$ 17,800	\$ 12,000	\$ 2,760	\$ 600		Cell phone allowance Club dues	
			\$ 500,000	0.00%		\$ 25,000	\$ 12,000	\$ 3,360	\$ 665,360			
Fernando Gomez	Vice Chancellor and General Counsel	General Revenue and Designated Funds	\$ 323,548	5.00%					\$ 323,548			
		Total	\$ 323,706						\$ 323,706			
Perry Moore	Vice Chancellor for Academic Affairs	General Revenue and Designated Funds	\$ 323,706	5.70%					\$ 323,706			
		Total	\$ 348,286						\$ 348,286			
Roland Smith	Vice Chancellor for Finance	General Revenue and Designated Funds	\$ 348,286	9.40%					\$ 348,286			
		Total	\$ 231,298						\$ 231,298			
Sean Cunningham	Vice Chancellor for Governmental Relations	General Revenue and Designated Funds	\$ 231,298	5.00%					\$ 231,298			
		Total	\$ 210,378						\$ 210,378			
Peter Graves	Vice Chancellor Contract Administration	General Revenue and Designated Funds	\$ 210,378	5.00%					\$ 210,378			
		Total	\$ 200,468						\$ 200,468			
Carole Fox	Director of Audits and Analysis	General Revenue and Designated Funds	\$ 200,468	12.30%					\$ 200,468			
		Total	\$ 164,052						\$ 164,052			
Daniel Harper	Deputy Vice Chancellor for Finance	General Revenue and Designated Funds	\$ 164,052	7.00%					\$ 164,052			
		Total	\$ 164,052						\$ 164,052			

Higher Education  
Administrative Accountability Report  
Special Provisions, Sec. 5.(8)  
FY 2015

Institution Code: 758 Institution Name: Texas State University System

A Name	B Position	C Funding Source	D Salary (09/01/14)	E Percentage Salary Increase Over FY 2014	F Deferred Compensation Received	G Nonsalary Benefits FY 2015			J Other	L Total Compensation	M Deferred Compensation Set Aside	N Explanation / Comments
						H Housing Allowance	I Car Allowance	J Other				
Charles Gregory	Associate Director Audit Services and Chief IT Auditor	General Revenue and Designated Funds	\$ 130,000	10.08%						\$ 130,000		
			\$ 130,000	10.08%						\$ 130,000		
Claire Jackson	Associate Vice Chancellor for Finance	General Revenue and Designated Funds	\$ 140,773							\$ 140,773		
		Total	\$ 140,773	7.00%						\$ 140,773		
Diane Conley	Associate General Counsel	General Revenue and Designated Funds	\$ 157,224							\$ 157,224		
		Total	\$ 157,224	5.00%						\$ 157,224		
Nelly Herrera	Associate General Counsel	General Revenue and Designated Funds	\$ 157,224							\$ 157,224		
		Total	\$ 157,224	7.02%						\$ 157,224		
Rhonda Beassie	Associate General Counsel	General Revenue and Designated Funds	\$ 109,148							\$ 109,148		
		Total	\$ 109,148	5.00%						\$ 109,148		
Mike Wintemute	Associate Vice Chancellor for Governmental Relations	General Revenue and Designated Funds	\$ 151,193							\$ 151,193		
		Total	\$ 151,193	5.00%						\$ 151,193		
Rob Roy Parnell	Associate Vice Chancellor for Facilities	General Revenue and Designated Funds	\$ 150,352							\$ 150,352		
		Total	\$ 150,352	5.00%						\$ 150,352		

Texas State University System  
 Matrix of Operating Budget Expenditures  
 Reported by Function  
 For the Fiscal Year Ended August 31, 2014

Operating Expenses	Instruction	Research	Hospitals and Clinics	Public Service	Academic Support	Student Services	Institutional Support	Operation and Maintenance of Plant	Scholarships and Fellowships	Auxiliary Enterprises	Depreciation and Amortization	Total Expenses
Cost of Goods Sold							\$4,071,390					\$4,071,390
Salaries and Wages							1,214,813					1,214,813
Payroll Related Costs							994,176					994,176
Professional Fees and Services												
Federal Grant Pass-Through Expense												
State Grant Pass-Through Expense												
Travel							213,417					213,417
Materials and Supplies							92,698					92,698
Communications and Utilities							37,925					37,925
Repairs and Maintenance							7,100					7,100
Rentals and Leases							123,939					123,939
Printing and Reproduction							28,785					28,785
Depreciation and Amortization*												
Bad Debt Expense												
Interest												
Scholarships												
Claims and Judgments												
Other Operating Expenses							543,490					543,490
Total Operating Expenses	0	0	0	0	0	0	\$7,327,733	0	0	0	0	\$7,327,733

\* Depreciation and Amortization may be allocated to the various functions or shown entirely in the Depreciation and Amortization column

**Texas State University System  
Finance and Audit**

**CONSENT ITEMS**

5. TSUS: CONSENT: Statements of Budgeted Fund Balances
6. TSUS: CONSENT: Operating Budget Adjustments
7. TSUS: CONSENT: Quarterly Investment Report
8. TSUS: CONSENT: Status of Implementation of Audit Recommendations

**TSUS: Statement of Budgeted Fund Balances**

TEXAS STATE UNIVERSITY SYSTEM

**STATEMENT OF BUDGETED FUND BALANCES**

EXPLANATION OF INFORMATION CONTAINED IN THE STATEMENT

**COLUMN 1**

Description of fund balances by fund group and source of funds.

**COLUMN 2**

Fund balances as reported in the Annual Financial Report.

**COLUMN 3**

Fund balances included as a source of support for the 2014 fiscal year operating budget approved by the Board of Regents.

**COLUMN 4**

Additional Board of Regents approved usage of available beginning fund balances.

**COLUMN 5**

Net available fund balances. {Column 2 minus Columns 3 and 4}

**UNRESTRICTED CURRENT FUND BALANCES**

Funds representing the net accumulation, over the years, of the excess of current funds revenues over current funds expenditures and transfers. It is available for future operating purposes or any other use determined by the Board to the extent that the total fund balance exceeds the amount reported as Reserved.

**COLUMN 6**

Reservations for third party claims that have not materialized as liabilities against resources and the existence of assets that, because of their non-monetary nature or lack of liquidity, represent financial resources not available for current appropriation or expenditure.

TEXAS STATE UNIVERSITY SYSTEM  
STATEMENT OF BUDGETED FUND BALANCES  
EXPLANATION OF INFORMATION CONTAINED IN THE STATEMENT  
(concluded)

Examples of reserved fund balances:

Reserve for Encumbrances  
Reserve for Accounts Receivable  
Reserve for Inventories  
And Etc.

COLUMN 7

The allocation of the Unreserved Fund Balances represents managements' decision to assign tentative resources for definite plans and/or usages. It is within management's prerogative to change allocations and/or to designate these resources as unallocated.

COLUMN 8

The Unallocated balance of the Unreserved Fund Balances is the balance after considering the Reserved and Allocated designations.

NON-CURRENT FUNDS

Fund groups not available for current operating needs are classified as Non-current Funds. It should be noted that these funds are not included in the annual operating budgets that are approved by the Board.

COLUMN 9

Quasi-Endowments are funds functioning as endowments and are created by the Board of Regents. The funds, generally derived from current funds, are retained and invested for use to satisfy specific purposes. As a general rule these funds can be unendowed by the Board and returned to their status as a current fund.

Plant Funds are used to account for financial activities related to the institutions fixed assets. Fund balances within the Plant Funds are comprised primarily of Net Investment in Plant, funds held for the Retirement of Indebtedness, and funds needed to complete current construction contracts. Institutions may hold funds for anticipated or scheduled (projected) building projects. The institutions may revert these funds to current operating funds for utilization for operating purposes.

TEXAS STATE UNIVERSITY SYSTEM  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH MAY 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 5/31/2014		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
TOTAL E&G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DESIGNATED Other Income	4,806,142.63			5,661,516.72		5,661,516.72		
TOTAL DESIGNATED	4,806,142.63	0.00	0.00	5,661,516.72	0.00	5,661,516.72	0.00	0.00
<b>AUXILIARY</b>								
TOTAL AUXILIARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
TOTAL ENDOWMENT AND SIMILAR FUNDS	7,553,881.62			7,733,524.05				7,733,524.05
TOTAL ENDOWMENT AND SIMILAR FUNDS	7,553,881.62	0.00	0.00	7,733,524.05	0.00	0.00	0.00	7,733,524.05
<b>PLANT FUNDS</b>								
Invested in Capital Assets, Capital Projects	(812,824,882.87) (10,648,000.90)			(771,854,882.87) 22,708,038.51				(771,854,882.87) 22,708,038.51
TOTAL PLANT FUNDS	(823,472,883.77)	0.00	0.00	(749,146,844.36)	0.00	0.00	0.00	(749,146,844.36)
TOTAL ALL FUNDS	(811,112,859.52)	0.00	0.00	(735,751,803.59)	0.00	5,661,516.72	0.00	(741,413,320.31)

LAMAR UNIVERSITY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH JUNE 30, 2014

DESCRIPTION	AVAILABLE BALANCE	BUDGETED		AVAILABLE BALANCE	RESERVED	UNRESERVED		RESTRICTED
	9/1/2013	ORIGINAL	SUPPLEMENTAL	6/30/2014		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Dedicated GR Funds	49,351.00			49,351.00	61,688.88			
HEAF	277,824.00			277,824.00			277,824.00	
<b>TOTAL E&amp;G</b>	<b>327,175.00</b>	<b>0.00</b>	<b>0.00</b>	<b>327,175.00</b>	<b>61,688.88</b>	<b>0.00</b>	<b>277,824.00</b>	<b>0.00</b>
<b>DESIGNATED</b>								
Designated Tuition	8,717,195.00			8,717,195.00	602,938.00		8,114,257.00	
Information Technology	1,872,891.47			1,872,891.47	1,171,000.00		701,891.47	
Library Fees	675,930.16			675,930.16		675,930.16		
All Other Fees	736,855.76			736,855.76		736,855.76		
Distance Education	(482,006.00)			(482,006.00)				
Sales and Services	480,343.01			480,343.01		480,343.01		
Institutional Scholarships	3,350,878.87			3,350,878.87				3,350,878.87
Other Income	1,466,208.53			1,466,208.53		1,466,208.53		
<b>TOTAL DESIGNATED</b>	<b>16,818,296.80</b>	<b>0.00</b>	<b>0.00</b>	<b>16,818,296.80</b>	<b>1,773,938.00</b>	<b>3,359,337.46</b>	<b>8,816,148.47</b>	<b>3,350,878.87</b>
<b>AUXILIARY</b>								
Student Service Fees	(2,301,101.08)			(2,301,101.08)				
Medical Service Fees	(7,877.17)			(7,877.17)				
Student Center Fees	236,920.60			236,920.60		236,920.60		
Bookstore	1,901,787.18			1,901,787.18			1,901,787.18	
Parking	210,433.06			210,433.06		210,433.06		
Food Service	1,409,412.62			1,409,412.62			1,409,412.62	
Student Housing	4,709,337.16			4,709,337.16	4,709,337.16			
Montagne Center	(3,429,512.59)			(3,429,512.59)				
Athletic Fee	(6,515,191.36)			(6,515,191.36)				
Auxiliary Donation	3,834,218.04			3,834,218.04	3,834,218.04			
Other	276,102.90			276,102.90		276,102.90		
<b>TOTAL AUXILIARY</b>	<b>324,529.36</b>	<b>0.00</b>	<b>0.00</b>	<b>324,529.36</b>	<b>8,543,555.20</b>	<b>723,456.56</b>	<b>3,311,199.80</b>	<b>0.00</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
	17,710,008.80			17,710,008.80				17,710,008.80
<b>PLANT FUNDS</b>								
Administration Building	5,001,817.11			5,001,817.11		5,001,817.11		
General Construction	125,133.00			125,133.00		125,133.00		
Series 2013 Energy Bond	2,967,140.49			2,967,140.49		2,967,140.49		
HEAF - Construction	8,522,840.67			8,522,840.67	0.00	8,522,840.67	0.00	
<b>TOTAL PLANT FUNDS</b>	<b>16,616,931.27</b>	<b>0.00</b>	<b>0.00</b>	<b>16,616,931.27</b>	<b>0.00</b>	<b>16,616,931.27</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL ALL FUNDS</b>	<b>51,796,941.23</b>	<b>0.00</b>	<b>0.00</b>	<b>51,796,941.23</b>	<b>10,379,182.08</b>	<b>20,699,725.29</b>	<b>12,405,172.27</b>	<b>21,060,887.67</b>

SAM HOUSTON STATE UNIVERSITY  
STATEMENT OF CHANGES IN BUDGETED FUND BALANCES  
FOR THE PERIOD MARCH 1, 2014 - MAY 31, 2014

DESCRIPTION	AVAILABLE		BUDGETED		AVAILABLE		CURRENT FUNDS			NON-CURRENT		
	BALANCE	9/1/2014	ORIGINAL	SUPPLEMENTAL	BALANCE	5/31/2014	RESERVED	UNRESERVED		FUNDS		
								ALLOCATED	UNALLOCATED		RESTRICTED	
<b>EDUCATIONAL &amp; GENERAL</b>												
Fund 259	\$	164,113	\$	-	\$	64,008	\$	100,105	\$	-	\$	-
LEMIT		2,390,996.35		\$	774			2,390,221.97				
CMIT		1,853,911.52		\$	400,000			1,453,911.52				
HEAF		3,533,945		-	252,750			3,281,195		-		-
<b>TOTAL E&amp;G</b>	<b>\$</b>	<b>3,800,652</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>717,532</b>	<b>\$</b>	<b>7,225,434</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>DESIGNATED</b>												
Designated Tuition	\$	8,434,868	\$	-	\$	-	\$	8,434,868	\$	-	\$	-
Course Fees		9,050		-		-		9,050		-		-
Computer Use Fees		3,024,597		-	1,350,000			1,674,597		-		-
Advisement Fees		1,155,033		-	210,246			944,787		-		-
Library Fees		465,603		-	100,000			365,603		-		-
Recreation Fees		1,271,433		-	900,000			371,433		-		-
All Other Fees		3,161,151		-	1,599,692			1,561,458		-		-
Indirect Cost Recovery		2,186,237		-	76,247			2,109,989		-		-
Continuing Education		-		-	-			-		-		-
Sales and Services		15,166,065		-	372,890			14,793,176		-		-
Investment Income		-		-	-			-		-		-
Other Income		275,629		-	-			275,629		-		-
<b>TOTAL DESIGNATED</b>	<b>\$</b>	<b>32,815,101</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>4,609,075</b>	<b>\$</b>	<b>30,540,590</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>AUXILIARY</b>												
Student Service Fees	\$	1,723,914	\$	-	\$	762,560	\$	961,354	\$	-	\$	-
Medical Service Fees		941,424		-		-		941,424		-		-
Student Center Fees		473,685		-		-		473,685		-		-
Athletics Student Service Fees		1,227,388		-	114,030			1,113,358		-		-
Recreational Sports Fees		-		-	-			-		-		-
Other Student Fees		-		-	-			-		-		-
Food Service		1,449,556		-	528,000			921,556		-		-
Housing		1,178,072		-	-			1,178,072		-		-
Other Sales and Services		8,434,011		-	2,277,816			6,156,195		-		-
Investment Income		608,700		-	-			608,700		-		-
<b>TOTAL AUXILIARY</b>	<b>\$</b>	<b>11,214,357</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,682,406</b>	<b>\$</b>	<b>12,354,344</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>												
Quasi-Endowments	\$	6,352,779	\$	-	\$	-	\$	6,352,779	\$	-	\$	6,352,779
<b>PLANT FUNDS</b>												
HEAF	\$	4,034,618	\$	-	\$	-	\$	4,034,618	\$	-	\$	4,034,618
Tuition Revenue Bonds		-		-		-		-		-		-
Current Building Projects		32,279,921		-		-		32,279,921		-		32,279,921
Projected Building Projects		-		-		-		-		-		-
<b>TOTAL PLANT FUNDS</b>	<b>\$</b>	<b>34,902,460</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>36,314,540</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>36,314,540</b>
<b>TOTAL ALL FUNDS</b>	<b>\$</b>	<b>88,952,918</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>9,009,014</b>	<b>\$</b>	<b>92,787,687</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>42,667,319</b>

Preparation Notes:

The budgeted supplemental does not match the budget from FB report because this report does not include all E&G funds.  
Reserved balances are prior year budget change to FB, account 315200 plus any additional amounts reserved by the VPFO or President.

SUL ROSS STATE UNIVERSITY-COMBINED  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH MAY 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED	SUPPLEMENTAL	AVAILABLE	RESERVED	RESTRICTED	UNRESERVED	
	BALANCE			BALANCE			ALLOCATED	UNALLOCATED
	9/1/2013	ORIGINAL		5/31/2014				
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 262	559,479.04		-	559,479.04	559,479.04			
HEAF	2,516,079.10			2,516,079.10	2,516,079.10			
<b>TOTAL E&amp;G</b>	<b>3,075,558.14</b>	<b>-</b>	<b>-</b>	<b>3,075,558.14</b>	<b>3,075,558.14</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DESIGNATED</b>								
Designated Tuition	1,808,797.42	791,544.00	-	1,017,253.42		1,017,253.42		
Course Fees	3,255.59	-		3,255.59		3,255.59		
Computer Use Fees	519,503.81	-		519,503.81		519,503.81		
Advisement Fees				-		-		
Library Fees	62,527.54			62,527.54		62,527.54		
Recreation Fees				-		-		
All other Fees	1,607,188.07	-		1,607,188.07		1,607,188.07		
Indirect cost recovery	542,386.99			542,386.99		542,386.99		
Continuing Education	31,060.68			31,060.68		31,060.68		
Sales and Services				-		-		
Investment Income				-		-		
Other Income	3,674,246.98			3,674,246.98		3,674,246.98		
<b>TOTAL DESIGNATED</b>	<b>8,248,967.08</b>	<b>791,544.00</b>	<b>-</b>	<b>7,457,423.08</b>	<b>-</b>	<b>7,457,423.08</b>	<b>-</b>	<b>-</b>
<b>AUXILIARY</b>								
Student Service Fees	884,380.43	193,318.00	-	691,062.43		691,062.43		
Medical Service Fees	109,261.25	-		109,261.25		109,261.25		
Student Center Fees	(81,522.69)			(81,522.69)		(81,522.69)		
Recreational Sports Fee	140,953.45			140,953.45		140,953.45		
Athletic Fee	38,781.85			38,781.85		38,781.85		
Other Student Fees	125,025.30			125,025.30		125,025.30		
Food Service				-		-		
Housing	1,159,851.19	1,159,851.19	-	-		-		
Other Sales and Services				-		-		
Investment Income				-		-		
<b>TOTAL AUXILIARY</b>	<b>2,376,730.78</b>	<b>1,353,169.19</b>	<b>-</b>	<b>1,023,561.59</b>	<b>-</b>	<b>1,023,561.59</b>	<b>-</b>	<b>-</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	-			-		-		
<b>PLANT FUNDS</b>								
HEAF	27,434.11			27,434.11		-		27,434.11
Current Building Projects	-			-		-		-
Reserve for Debt Service	287,812.79	(1,159,851.19)		1,447,663.98		-		1,447,663.98
Projected Building Projects	1,266,998.87			1,266,998.87		-		1,266,998.87
<b>TOTAL PLANT FUNDS</b>	<b>1,582,245.77</b>	<b>(1,159,851.19)</b>	<b>-</b>	<b>2,742,096.96</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,742,096.96</b>
<b>TOTAL ALL FUNDS</b>	<b>15,283,501.77</b>	<b>984,862.00</b>	<b>-</b>	<b>14,298,639.77</b>	<b>3,075,558.14</b>	<b>8,480,984.67</b>	<b>-</b>	<b>2,742,096.96</b>

TEXAS STATE UNIVERSITY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1 THROUGH MAY 31

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	CURRENT FUNDS		NON-CURRENT FUNDS RESTRICTED
	BALANCE 9/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 5/31/2014		UNRESERVED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 260	\$2,855,576		142,312	\$2,713,264	\$1,394,932		\$1,318,332	
TOTAL E&C	2,855,576		142,312	2,713,264	1,394,932		1,318,332	
DESIGNATED								
Designated Tuition	44,967,976		21,207,764	23,760,211.68	3,853,697	19,906,514.52		
Computer Use Fees	6,352,294		2,703,850	3,648,443.89	269,968	3,378,475.64		
Advisement Fees	3,158,533		618,000	2,540,533.24	64,997	2,475,536.08		
Library Fees	3,873,499		103,000	3,770,499.15	131,674	3,638,825.52		
All Other Fees	1,861,515		132,000	1,729,514.94	41,480	1,688,035.30		
Indirect Cost Recovery	3,612,088		3,607,115	4,973.21	4,973	-		
Sales and Services	15,597,147		3,565,090	12,032,056.86	1,307,611	10,724,446.35		
Other Income	4,489,664		-	4,489,664.17	2,053,455	2,436,209.33		
TOTAL DESIGNATED	83,912,716		31,936,819	51,975,897	7,727,854	44,248,043		-
AUXILIARY								
Student Service Fees	4,872,447		1,310,551	3,561,896.36	73,250	3,488,646		
Medical Service Fees	1,682,844		-	1,682,843.74	50,061	1,632,783		
Student Center Fees	2,436,513		1,002,283	1,434,229.52	66,305	1,367,924		
Recreational Sports Fees	2,567,608		862,100	1,705,507.73	212,265	1,493,243		
Other Student Fees	3,020,902		800,000	2,220,902.44	130,653	2,090,249		
Food Service	1,956,576		816,700	1,139,875.62	124,416	1,015,460		
Housing	15,635,664		1,900,000	13,735,663.58	856,166	12,879,497		
Other Sales and Services	16,094,592		737,092	15,357,500.14	6,670,727	8,686,773		
TOTAL AUXILIARY	48,267,145		7,428,726	40,838,419	8,183,843	32,654,576		-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	16,422,751			16,422,750.50				16,422,751
PLANT FUNDS								
HEAF	29,939,116	29,939,116		-				
Tuition Revenue Bonds	3,794,961		3,794,961	-				-
System Revenue Bonds	60,904,798		60,904,798	-				-
Projected Building Projects	28,176,503		28,176,503	-				-
TOTAL PLANT FUNDS	122,815,377	29,939,116	92,876,262	-	-	-	-	-
TOTAL ALL FUNDS	\$274,273,566	\$29,939,116	\$132,384,119	\$111,950,331	\$17,306,630	\$76,902,618	\$1,318,332	\$16,422,751

LAMAR INSTITUTE OF TECHNOLOGY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH JUNE 30, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/13			06/30/14				
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 287	\$1,150,373			\$1,150,373	\$0	\$1,150,373		
HEAF	7,702,147	0	0	7,702,147	5,000,000	2,702,147		
<b>TOTAL E&amp;G</b>	<b>8,852,520</b>	<b>0</b>	<b>0</b>	<b>8,852,520</b>	<b>5,000,000</b>	<b>3,852,520</b>	<b>0</b>	<b>0</b>
<b>DESIGNATED</b>								
Designated Tuition	5,393,916	0	0	5,393,916	2,000,000	3,393,916		
Course Fees	0	0	0	0	0	0		
Computer Use Fees	462,238	0	0	462,238	250,000	212,238		
Advisement Fees	0	0	0	0	0	0		
Library Fees	0	0	0	0	0	0		
Recreation Fees	0	0	0	0	0	0		
All Other Fees	44,981	0	0	44,981	0	44,981		
Indirect Cost Recovery	0	0	0	0	0	0		
Continuing Education	0	0	0	0	0	0		
Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
Other Income	0	0	0	0	0	0		
<b>TOTAL DESIGNATED</b>	<b>5,901,135</b>	<b>0</b>	<b>0</b>	<b>5,901,135</b>	<b>2,250,000</b>	<b>3,651,135</b>	<b>0</b>	<b>0</b>
<b>AUXILIARY</b>								
Student Service Fees	1,248,166	0	0	1,248,166	300,000	948,166		
Medical Service Fees	0	0	0	0	0	0		
Student Center Fees	0	0	0	0	0	0		
Recreational Sports Fees	0	0	0	0	0	0		
Other Student Fees	1,537,866	0	0	1,537,866	1,100,000	437,866		
Food Service	0	0	0	0	0	0		
Housing	0	0	0	0	0	0		
Other Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
<b>TOTAL AUXILIARY</b>	<b>2,786,032</b>	<b>0</b>	<b>0</b>	<b>2,786,032</b>	<b>1,400,000</b>	<b>1,386,032</b>	<b>0</b>	<b>0</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	0	0	0	0	0	0	0	0
<b>PLANT FUNDS</b>								
HEAF	0	0	0	0	0	0		
T.R.B	0	0	0	0	0	0		0
Other	0			0	0	0		
<b>TOTAL PLANT FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS</b>	<b>\$17,539,687</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,539,687</b>	<b>\$8,650,000</b>	<b>\$8,889,687</b>	<b>\$0</b>	<b>\$0</b>

Lamar State College-Orange  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH MAY 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 5/31/2014		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 285	\$ 809,491			\$ 809,491		\$ 809,491		
HEAF	4,968,939			4,968,939	\$ 4,968,939			
<b>TOTAL E&amp;G</b>	<b>5,778,430</b>	<b>-</b>	<b>-</b>	<b>5,778,430</b>	<b>4,968,939</b>	<b>809,491</b>	<b>-</b>	<b>-</b>
<b>DESIGNATED</b>								
Designated Tuition	3,935,744			3,935,744		3,935,744		
Computer Use Fees	2,402,320	184,916		2,217,404		2,217,404		
Advisement Fees				-		-		
Library Fees	257,100	49,302		207,798		207,798		
Recreation Fees				-		-		
All Other Fees	261,245			261,245		261,245		
Indirect Cost Recovery	1,508,084			1,508,084		1,508,084		
Continuing Education/ACE	345,486	48,285	6,722	290,479		290,479		
Other Income	258,883			258,883		258,883		
<b>TOTAL DESIGNATED</b>	<b>8,968,862</b>	<b>282,503</b>	<b>6,722</b>	<b>8,679,637</b>	<b>-</b>	<b>8,679,637</b>	<b>-</b>	<b>-</b>
<b>AUXILIARY</b>								
Student Service Fees	1,965,695			1,965,695		1,965,695		
Medical Service Fees				-		-		
Student Center Fees	397,979	21,860		376,119		376,119		
Recreational Sports Fees				-		-		
Other Student Fees	263,278			263,278		263,278		
Food Service	344			344		344		
Housing				-		-		
Other Sales and Services	391,631			391,631		391,631		
Investment Income				-		-		
<b>TOTAL AUXILIARY</b>	<b>3,018,927</b>	<b>21,860</b>	<b>-</b>	<b>2,997,067</b>	<b>-</b>	<b>2,997,067</b>	<b>-</b>	<b>-</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments				-		-		
<b>PLANT FUNDS</b>								
HEAF				-		-		
Current Building Projects				-		-		
Projected Building Projects				-		-		
<b>TOTAL PLANT FUNDS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 17,766,219</b>	<b>\$ 304,363</b>	<b>\$ 6,722</b>	<b>\$ 17,455,134</b>	<b>\$ 4,968,939</b>	<b>\$ 12,486,195</b>	<b>\$ -</b>	<b>\$ -</b>

LAMAR STATE COLLEGE PORT ARTHUR  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/13			06/30/14				
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 286	\$823,007			\$823,007	\$823,007			
HEAF	3,469,574	1,214,880	109,400	2,145,294	2,145,294			
<b>TOTAL E&amp;G</b>	<b>4,292,581</b>	<b>1,214,880</b>		<b>2,968,301</b>	<b>2,968,301</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DESIGNATED</b>								
Designated Tuition	1,162,573			1,162,573		1,162,573		
Institutional Scholarships	152,032			152,032		152,032		
Computer Use Fees	412,274			412,274		412,274		
Insurance Contingency	271,611			271,611		271,611		
Application Fees	94,120			94,120		94,120		
IT Contingency	388,329			388,329		388,329		
All Other Fees	6,539			6,539		6,539		
Indirect Cost Recovery				0		0		
Continuing Education				0		0		
Sales and Services				0		0		
Investment Income				0		0		
Other Income				0		0		
<b>TOTAL DESIGNATED</b>	<b>2,487,478</b>	<b>0</b>	<b>0</b>	<b>2,487,478</b>	<b>0</b>	<b>2,487,478</b>	<b>0</b>	<b>0</b>
<b>AUXILIARY</b>								
Student Service Fees	62,608			62,608		62,608		
Student Center	12,259							
Parking Fee	157,734			157,734		157,734		
Bookstore	137,393			137,393		137,393		
Other Sales and Services	46,310			46,310		46,310		
<b>TOTAL AUXILIARY</b>	<b>416,303</b>	<b>0</b>	<b>0</b>	<b>404,044</b>	<b>0</b>	<b>404,044</b>	<b>0</b>	<b>0</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	1,097,380			1,097,380		0		1,097,380
<b>PLANT FUNDS</b>								
HEAF				0				
T.R.B				0				
Other				0				
<b>TOTAL PLANT FUNDS</b>				<b>0</b>				
<b>TOTAL ALL FUNDS</b>	<b>\$8,293,742</b>	<b>\$1,214,880</b>	<b>\$0</b>	<b>\$6,957,203</b>	<b>\$2,968,301</b>	<b>\$2,891,522</b>	<b>\$0</b>	<b>\$1,097,380</b>

## TSUS: Budget Adjustments

### Recommendation

The proposed Budget Adjustments for the Texas State University System administration office and components be approved.

<b><u>FISCAL YEAR 2014</u></b>		
	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>
<u>System Administration</u>	6,557,679	6,479,888
<u>Lamar University</u>	212,862,557	213,600,161
<u>Sam Houston State University</u>	277,559,063	288,814,592
<u>Sul Ross State University</u>	42,894,649	42,894,649
<u>Texas State University</u>	565,521,487	616,157,560
<u>Lamar Institute of Technology</u>	22,047,030	22,181,063
<u>Lamar State College-Orange</u>	21,093,916	24,790,971
<u>Lamar State College-Port Arthur</u>	20,603,361	20,082,929
<b><u>System Total</u></b>	<b>\$1,169,139,742</b>	<b>\$1,235,001,813</b>

### Background

In accordance with the System *Rules and Regulations, Chapter III, Section 1.3 Financial Matters*, budget adjustments shall be submitted to the Board of Regents for approval.

**TEXAS STATE UNIVERSITY SYSTEM**  
**2013-2014 OPERATING BUDGET & RELATED ADJUSTMENTS**  
For the Period Ending 05/31/2014

	Adjustments Requiring Board Approval			Adjustments Approved by Chancellor	Adjusted Revenue Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
<b>EDUCATIONAL AND GENERAL REVENUE BUDGET</b>					
State General Revenue	\$1,425,000				\$1,425,000
Employee Benefits - Retirement	205,907				\$205,907
Employee Benefits - Group Insurance	183,524				\$183,524
Employee Benefits - Social Security	160,627				\$160,627
Investment Income	8,000				\$8,000
Texas State University System Foundation	51,400				\$51,400
Central Service Charge	4,258,425			(77,791)	\$4,180,634
Fund Balance	164,796				\$164,796
Deferred Compensation Transfer In	100,000				\$100,000
Totals	<u>\$6,557,679</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$77,791)</u>	<u>\$6,479,888</u>

**EDUCATIONAL AND GENERAL EXPENDITURE BUDGET (ORIGINAL)** \$6,557,679

Adjustments Previously Approved:  

Board	Chancellor
<u>\$0</u>	<u>(\$77,791)</u>

	Original Budget	Adjustments this Period		Adjusted Expenditure Budget
		Board	Chancellor	
Salaries and Wages	\$3,660,359			\$3,660,359
Employee Fringe Benefits	778,507			778,507
Professional Fees	882,101		55,600	937,701
Travel	203,479			203,479
Material and Supplies	101,306		81,520	182,826
Rentals and Leases	79,863		(1,520)	78,343
Printing and Publications	92,540			92,540
Furniture and Equipment	0			0
Other	626,479		(181,150)	445,329
Communications and Utilities	3,745		30,050	33,795
Repairs and Maintenance	4,300		15,500	19,800
Deferred Compensation Transfer Out	125,000			125,000
Totals	<u>\$6,557,679</u>	<u>\$0</u>	<u>\$0</u>	<u>\$6,557,679</u>

Total Adjustments Submitted for Board Approval this Period \$0

Total Adjustments Approved by Chancellor This Period: \$0

Total Cumulative Adjustments Approved by Board: 0

Total Cumulative Adjustments Approved by Chancellor: (77,791)

**EDUCATIONAL AND GENERAL EXPENDITURE BUDGET ADJUSTED** \$ 6,479,888

**LAMAR UNIVERSITY**  
**2013-2014 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
For Period Ending 06/30/2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 100,974,614	\$ 3,997,549	\$ -	\$ -	104,972,163
Designated	74,381,200	(3,344,858)	-	26,299	71,062,641
Auxiliary Enterprises	37,506,743	-	-	58,614	37,565,357
<b>Total</b>	<b>\$ 212,862,557</b>	<b>\$ 652,691</b>	<b>\$ -</b>	<b>\$ 84,913</b>	<b>213,600,161</b>

**EDUCATION & GENERAL**

Original Budget:	<u>100,974,614</u>
Previously Approved by Board:	<u>3,997,549</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
None	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>104,972,163</u>

**DESIGNATED**

Original Budget:	<u>74,381,200</u>
Previously Approved by Board:	<u>(3,344,858)</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	6,000
Approved This Period:	
Additional Benefit Budget	<u>20,299</u>
Total Adjustments Approved by President This Period:	<u>20,299</u>
Total Cumulative Adjustments Approved by President:	<u>26,299</u>
Adjusted Budget:	<u>71,062,641</u>

**AUXILIARY ENTERPRISES**

Original Budget:	<u>37,506,743</u>
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**SAM HOUSTON STATE UNIVERSITY**  
**For the Period Ending 05/31/2014**

Fund	Adjustments Requiring Board Approval				Adjusted Budget
	Original Budget(2014)	Previously Approved by Board	Requested Budget Adjustments	Adjustments Approved by President(YTD)Over 150k	
Education & General	\$ 107,470,224	\$ 168,840	\$ 355,451	\$ 400,000	108,394,515
Designated	\$ 112,263,368	\$ 1,594,051	\$ 430,185	\$ 3,775,469	118,063,073
Auxiliary Enterprises	\$ 57,825,471	\$ 661,387	\$ 213,646	\$3,656,500	62,357,004
Trust	-	-	-	-	0
Restricted	-	-	-	-	0
<b>Total</b>	<b>\$ 277,559,063</b>	<b>\$ 2,424,278</b>	<b>\$ 999,282</b>	<b>\$ 7,831,969</b>	<b>288,814,592</b>

**EDUCATION & GENERAL**

Original Budget:	<u>107,470,224</u>
<b>Previously Approved by Board:</b>	<u>168,840</u>
Building Maintenance & Custodial	39,462
HEAF - IT Enterprise Resource	114,600
HEAF - Facilities Management	138,150
License plate scholarship	774
GPAC Box Office	23,004
Building Maintenance & Custodial	39,462
<b>Requested Budget Adjustments:</b>	
Total Requested Budget Adjustments This Period:	<u>355,451</u>
<b>Cumulative Adjustments Approved by President:</b>	
<b>Previously Reported:</b>	<u>400,000</u>
	<u>0</u>
Total Adjustments Approved by President This Period:	<u>0</u>
<b>Total Cumulative Adjustments Approved by President:</b>	<u>400,000</u>
<b>Adjusted Budget as of 5/31/2014</b>	<u><u>107,994,515</u></u>

**SAM HOUSTON STATE UNIVERSITY**  
**For the Period Ending 05/31/2014**

**DESIGNATED**

Original Budget: 112,263,368

**Previously Approved by Board:** 1,594,051

**Requested Budget Adjustments:**

IT Networking Internal	9,818
Maintenance Services	12,500
Installment Payment Fee	10,000
Library Fee	100,000
Southeast Texas Applied Forensic Science (STAFS)	4,517
PGM Fee	5,000
College of Science Distance Learning Fee	32,402
Language, Literacy & Special Populations Study Abroad	41,600
Advisement Fee	14,723
Maintenance Services	70,000
Recreation Fee	50,000
PGM Fee	10,000
Staff Council Professional Development	1,309
Foreign Language - Study Abroad Costa Rica	3,400
Biological Study Abroad - Costa Rica	26,550
College of Science Distance Learning Fee	8,336
Nursing Program - Study Abroad Thailand	29,008
Advisement Fee	1,023
<b>Total Requested Budget Adjustments This Period:</b>	<u><u>430,185</u></u>

**Cumulative Adjustments Approved by President:**

**Previously Reported:** 2,725,469

University Camp - Recreation Fee	200,000
Technology fee	850,000
<b>Total Adjustments Approved by President This Period:</b>	<u><u>1,050,000</u></u>

**Total Cumulative Adjustments Approved by President:** 3,775,469

**Adjusted Budget as of 5/31/2014** 118,063,073

**SAM HOUSTON STATE UNIVERSITY**  
**For the Period Ending 05/31/2014**

**AUXILIARY ENTERPRISES**

Original Budget: 57,825,471

**Previously Approved by Board:** 661,387

**Requested Budget Adjustments:**

Performing Arts Center - Encore	10,000
Student Services Fee	5,850
Graduate School of Banking	5,949
Jr. Bearkats - Enrollment Management	316
Jr. Bearkats - Enrollment Management	1,075
Student Service Fee	3,440
College of Criminal Science - Crimes	18,000
University Hotel	60,000
School Administrators Workshop	3,500
Office of Alumni Relations	50,000
Public Safety Services	5,000
Public Safety Services	5,000
PhD Counselor Ed Application	15,000
Center for Res and Ed Studies	20,500
Money Management Center - OneCard Student Financial	1,016
Center for Professional Development	<u>9,000</u>
Total Requested Budget Adjustments This Period:	<u>213,646</u>

**Cumulative Adjustments Approved by President:**

**Previously Reported:** 3,098,000

Music Camps 198,500

Dining 360,000

Total Adjustments Approved by President This Period: 558,500

**Total Cumulative Adjustments Approved by President:** 3,656,500

**Adjusted Budget as of 5/31/2014** 62,357,004

**SUL ROSS STATE UNIVERSITY**  
**2013-2014 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
For the Period Ending June 30, 2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 28,146,043	\$ -	\$ 258,241	\$ -	\$ 28,404,284
Designated	5,015,808		(275,899)		4,739,909
Auxiliary Enterprises	4,530,531		17,658		4,548,189
Trust	-				-
Restricted	5,202,267				5,202,267
<b>Total</b>	<b>\$ 42,894,649</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,894,649</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 28,146,043</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Budget Adjustment for Approved Pay Increase for FY14	258,241
Total Adjustments Approved by President This Period:	<u>258,241</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 258,241</u>
Adjusted Budget:	<u>\$ 28,404,284</u>

**DESIGNATED**

Original Budget:	<u>\$ 5,015,808</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Budget Adjustment for Approved Pay Increase for FY14	(275,899)
Total Adjustments Approved by President This Period:	<u>(275,899)</u>
Total Cumulative Adjustments Approved by President:	<u>\$ (275,899)</u>
Adjusted Budget:	<u>\$ 4,739,909</u>

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 4,530,531</u>
Previously Approved by Board:	<u>\$ -</u>

**SUL ROSS STATE UNIVERSITY**

Requested Budget Adjustments: 17,658  
Budget Adjustment for Approved Pay Increase for FY14

Total Requested Budget Adjustments This Period: \$ 17,658

Cumulative Adjustments Approved by President:  
Previously Reported: \$ -  
Approved This Period: -  
None -  
Total Adjustments Approved by President This Period: -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ 4,548,189

**TRUST**

Original Budget: \$ -

Previously Approved by Board: \$ -  
Requested Budget Adjustments:  
None -  
Total Requested Budget Adjustments This Period: \$ -

Cumulative Adjustments Approved by President:  
Previously Reported: \$ -  
Approved This Period: -  
None -  
Total Adjustments Approved by President This Period: -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ -

**RESTRICTED**

Original Budget: \$ 5,202,267

Previously Approved by Board: \$ -  
Requested Budget Adjustments:  
None -  
Total Requested Budget Adjustments This Period: \$ -

Cumulative Adjustments Approved by President:  
Previously Reported: \$ -  
Approved This Period: -  
None -  
Total Adjustments Approved by President This Period: -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ 5,202,267

## Texas State University

### FISCAL YEAR 2014 OPERATING BUDGET AND RELATED ADJUSTMENTS For the Period Ending May 31, 2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	243,365,807	3,159,894	0	186,554	246,712,255
Designated	197,514,000	36,038,673	1,247,949	1,496,606	236,297,229
Auxiliary Enterprises	124,641,680	6,814,554	1,300,000	391,842	133,148,076
<b>Total</b>	<b>565,521,487</b>	<b>46,013,121</b>	<b>2,547,949</b>	<b>2,075,003</b>	<b>616,157,560</b>

#### **EDUCATION & GENERAL**

Original Budget:	243,365,807
Previously Approved by Board:	3,159,894
Requested Budget Adjustments:	0
Total Requested Budget Adjustments This Period:	0
Cumulative Adjustments Approved by President:	
Previously Reported:	106,554
Approved This Period:	
Using Freeman Ranch reserves for repairs	74,000
Increase Biology Lab Fees estimated income	6,000
Total Adjustments Approved by President This Period:	80,000
Total Cumulative Adjustments Approved by President:	186,554
Adjusted Budget:	246,712,255

#### **DESIGNATED**

Original Budget:	197,514,000
Previously Approved by Board:	36,038,673
Requested Budget Adjustments:	
Increase Study Abroad estimated income	897,949
Increase Undergrad Application Fee estimated income	205,000
Using reserves for initial phase of Comanche Hill and Campus Colony demolition	145,000

## Texas State University

Total Requested Budget Adjustments This Period: 1,247,949

Cumulative Adjustments Approved by President:

Previously Reported: 895,170  
 Approved This Period:

Increasing Sponsored Programs budget	79,714
Increasing Continuing Education budget	75,985
Use USDOE Student Information Service reserves for renovations	75,000
Set up budget for 7th Aquatic Animal Models Conference	60,000
Designated Method carry forwards	47,070
Recognize revenue for royalties	45,093
Set up estimated income for Social Work-Continuing Education	36,424
Use of Environmental Services Fee for projects	32,000
Use of Transcript reserves	25,000
Increase estimated income for FACTS Community Services	23,426
Use Teaching Theatre reserves for projects	22,000
Increase estimated income for Education Testing Services	20,000
Increase estimated income for STAR Park	19,000
Use of Evans/University Performance Conference Center reserves	5,505
Increase budget for Theatre Audition	5,324
Use of Educator Prep Fees reserves	5,000
Increase estimated income for HHP Internships	5,000
Increase estimated income for Orientation	4,810
Set up estimated income for Kid's Kollege in the School of Art and Design	2,600
Set up budget for LeaderShape Conference	2,329
Increase estimated income for Beta Gamma Sigma	2,140
Use of Alcohol & Drug Compliance reserves	2,100
Set up budget for Counseling Center Mental Health Events	2,000
Use of Grad Admissions Evaluation Fee reserves	1,432
Increase estimated income for Biology Conference and Workshops	1,390
Increase Piano Competition estimated income	1,000
Electronic Course Fee carry forwards	94

Total Adjustments Approved by President This Period: 601,436

Total Cumulative Adjustments Approved by President: 1,496,606

Adjusted Budget: 236,297,229

### AUXILIARY ENTERPRISES

Original Budget: 124,641,680

Previously Approved by Board: 6,814,554

Requested Budget Adjustments:

Using Student Bus Fee reserves for increased shuttle service	800,000
Increase estimated income for University Dining Services	500,000

## Texas State University

Total Requested Budget Adjustments This Period:	1,300,000
Cumulative Adjustments Approved by President:	
Previously Reported:	224,424
Approved This Period:	
Increase ID Card Services estimated income	50,000
Using Salsa/Mariachi reserves for Mariachi Camp	23,813
Increase Student Center Retail estimated income	17,320
Increase Dramatics estimated income	13,631
Set up estimated income for Job Expo	11,000
Increase Postal Retail Unit estimated income	10,000
Using University Camp reserves for roof repair	7,100
Using Allied Arts reserves for Feria del Mariachi	6,500
Using Texas State Golf Course reserves for the rewiring of golfcart area	6,000
Increase Dance Productions estimated income	5,497
Increase Auxiliary Facilities Rental estimated income	5,000
Increase RRHEC Auxiliary estimated income	5,000
Increase Fine Arts Box Office estimated income	5,000
Increase estimated income for Auxiliary Method	1,043
Student Service Fee carry forwards	514
Total Adjustments Approved by President This Period:	167,418
Total Cumulative Adjustments Approved by President:	391,842
Adjusted Budget:	133,148,076

**Lamar Institute of Technology**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,704,375	\$ -	\$ -	\$ 99,825	\$ 14,804,200
Designated	5,132,655			33,616	5,166,271
Auxiliary Enterprises	2,210,000			592	2,210,592
Trust	-			-	-
Restricted	-			-	-
<b>Total</b>	<b>\$ 22,047,030</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 134,033</b>	<b>\$ 22,181,063</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 14,704,375</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 99,825
Approved This Period:	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 99,825</u>
Adjusted Budget:	<u>\$ 14,804,200</u>

**DESIGNATED**

Original Budget:	<u>\$ 5,132,655</u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 33,931
Approved This Period:	
Cancel prior year encumbrance	(315)
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 33,616</u>
Adjusted Budget:	<u>\$ 5,166,271</u>

**Lamar Institute of Technology**

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 2,210,000</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 592
Approved This Period:	
Prior Year Encumbrances	
Prior Year Encumbrances	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 592</u>
Adjusted Budget:	<u>\$ 2,210,592</u>

**TRUST**

Original Budget:	<u>\$ -</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ -</u>

**Lamar Institute of Technology**

**RESTRICTED**

Original Budget:	<u>\$</u>	-
Previously Approved by Board:	<u>\$</u>	-
Requested Budget Adjustments:		
None		-
Total Requested Budget Adjustments This Period:	<u>\$</u>	-
Cumulative Adjustments Approved by President:		
Previously Reported:	\$	-
Approved This Period:		
Prior Year Encumbrances		-
		-
Total Adjustments Approved by President This Period:		-
Total Cumulative Adjustments Approved by President:	<u>\$</u>	-
Adjusted Budget:	<u>\$</u>	-

Fund	Lamar State College - Orange Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,471,597	\$ 2,870,640	\$ -	\$ 19,818	\$ 17,362,055
Designated	5,606,793	789,898	-	(23,911)	6,372,780
Auxiliary Enterprises	1,015,526	41,860	-	(1,250)	1,056,136
Total	<u>\$ 21,093,916</u>	<u>\$ 3,702,398</u>	<u>\$ -</u>	<u>\$ (5,343)</u>	<u>\$ 24,790,971</u>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 14,471,597</u>
Previously Approved by Board:	<u>\$ 2,870,640</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ (2,440)
Approved This Period:	
Nursing and Classroom Building	<u>22,258</u>
Total Adjustments Approved by President This Period:	<u>22,258</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 19,818</u>
Adjusted Budget:	<u>\$ 17,362,055</u>

**DESIGNATED**

Original Budget:	<u>\$ 5,606,793</u>
Previously Approved by Board:	<u>\$ 789,898</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ (15,389)
Approved This Period:	
Testing	625
Prior Year Encumbrances Brought Forward	<u>(9,147)</u>
Total Adjustments Approved by President This Period:	<u>(8,522)</u>
Total Cumulative Adjustments Approved by President:	<u>\$ (23,911)</u>
Adjusted Budget:	<u>\$ 6,372,780</u>

**Lamar State College - Orange**

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 1,015,526</u>
Previously Approved by Board:	<u>\$ 41,860</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ (1,250)
Approved This Period:	
None	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ (1,250)</u>
Adjusted Budget:	<u>\$ 1,056,136</u>

**Lamar State College Port Arthur**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,048,091	\$ 160,000	\$ -	\$ 29,843	\$ 16,237,934
Designated	2,706,158	63,460	82,514	27,500	2,879,632
Auxiliary Enterprises	1,849,112	85,300	-	30,951	1,965,363
<b>Total</b>	<b>\$ 20,603,361</b>	<b>\$ 308,760</b>	<b>\$ 82,514</b>	<b>\$ 88,294</b>	<b>\$ 21,082,929</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 16,048,091</u>
Previously Approved by Board:	<u>160,000</u>
Requested Budget Adjustments:	
Public Information Specialist	
Total Requested Budget Adjustments This Period:	<u><u>-</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>26,377</u>
Approved This Period:	
Performing Arts Center Signage	1,536
Equipment for Financial Aid Office	<u>1,930</u>
Total Adjustments Approved by President This Period:	<u><u>3,466</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>29,843</u></u>
Adjusted Budget:	<u><u>\$ 16,237,934</u></u>

**DESIGNATED**

Original Budget:	<u>\$ 2,706,158</u>
Previously Approved by Board:	<u>63,460</u>
Requested Budget Adjustments:	
Setup Advertising Budget	<u>82,514</u>
Total Requested Budget Adjustments This Period:	<u><u>82,514</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>14,500</u>
Approved This Period:	
Academic Support	8,000
Budget Expenditures for Increase in Sales	<u>5,000</u>
Total Adjustments Approved by President This Period:	<u>13,000</u>
Total Cumulative Adjustments Approved by President:	<u><u>27,500</u></u>
Adjusted Budget:	<u><u>\$ 2,879,632</u></u>

**Lamar State College Port Arthur**

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 1,849,112</u>
Previously Approved by Board:	<u>85,300</u>
Requested Budget Adjustments:	<u>                    </u>
	<u>                    </u>
Total Requested Budget Adjustments This Period:	<u>                    -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>27,480</u>
Approved This Period:	
Volleyball Program	<u>3,471</u>
Total Adjustments Approved by President This Period:	<u>3,471</u>
Total Cumulative Adjustments Approved by President:	<u>30,951</u>
Adjusted Budget:	<u>\$ 1,965,363</u>

**Texas State University System Consolidated Institutions**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Beginning Market Value As of 02/28/14	Ending Market Value As of 05/31/14	Book Balance As of 05/31/14	Quarter Ending 05/31/14 Investment Income    Return	
<b><u>Operating Funds</u></b>					
Lamar University	\$ 69,796,046.41	\$ 46,124,920.15	\$ 46,124,920.15	\$ 60,591.96	0.13%
Sam Houston State University	\$ 110,988,368.30	\$ 94,012,080.42	\$ 94,012,080.42	\$ 48,462.93	0.04%
Sul Ross State University	\$ 21,285,943.09	\$ 16,905,895.37	\$ 16,905,662.05	\$ 6,921.87	0.04%
Texas State University	\$ 247,621,549.41	\$ 191,477,353.91	\$ 191,477,353.91	\$ 27,374.70	0.01%
Lamar Institute of Technology	\$ 5,984,014.48	\$ 6,904,328.78	\$ 6,904,328.78	\$ 1,958.49	0.03%
Lamar State College - Orange	\$ 16,895,221.05	\$ 16,479,925.26	\$ 16,479,925.26	\$ 3,590.29	0.02%
Lamar State College - Port Arthur	\$ 6,455,065.70	\$ 6,107,112.62	\$ 6,107,112.62	\$ 2,581.11	0.04%
Texas State University System Office	\$ 5,409,417.69	\$ 6,091,676.16	\$ 6,091,676.16	\$ 405.82	0.01%
<b><u>Operating Funds Total</u></b>	<b>\$ 484,435,626.13</b>	<b>\$ 384,103,292.67</b>	<b>\$ 384,103,059.35</b>	<b>\$ 151,887.17</b>	<b>0.03%</b>
				<b>6 Month T-Bill</b>	<b>0.03%</b>
<b><u>Non-Operating Funds</u></b>					
Lamar University	\$ 10,784,015.03	\$ 11,516,261.58	\$ 11,516,261.58	\$ 581.58	0.01%
Sam Houston State University	\$ 56,318,837.70	\$ 47,570,994.72	\$ 48,185,768.33	\$ 114,864.09	0.24%
Sul Ross State University	\$ -	\$ -	\$ -	\$ -	-
Texas State University	\$ 119,555,589.30	\$ 108,757,485.26	\$ 108,374,390.84	\$ 320,295.00	0.14%
Lamar Institute of Technology	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Orange	\$ 1,437,057.17	\$ 1,428,312.01	\$ 1,428,312.01	\$ 97.04	0.01%
Lamar State College - Port Arthur	\$ 938,888.14	\$ 939,054.27	\$ 939,054.27	\$ 166.13	0.02%
Texas State University System Office	\$ 4,965,400.15	\$ 3,851,863.51	\$ 3,851,863.51	\$ 513.36	0.01%
<b><u>Non-Operating Funds Total</u></b>	<b>\$ 193,999,787.49</b>	<b>\$ 174,063,971.35</b>	<b>\$ 174,295,650.54</b>	<b>\$ 436,517.20</b>	<b>0.15%</b>
				<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>
<b><u>Grand Total</u></b>	<b>\$ 678,435,413.62</b>	<b>\$ 558,167,264.02</b>	<b>\$ 558,398,709.89</b>	<b>\$ 588,404.37</b>	<b>0.07%</b>

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**Texas State University System Consolidated Institutions  
ENDOWMENT QUARTERLY INVESTMENT REPORT  
PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Endowment	Market Value	Quarter Return	FYTD Return
<b>100%</b>	<b>Total System Return</b>	<b>\$ 175,947,549</b>	<b>1.33%</b>	<b>14.14%</b>
16.5%	<b>Lamar University</b> <i>29.5% Russell 3000, 3.9% BC Credit, 66.6% at 0% Annual Return.</i>	<b>29,027,649</b>	<b>0.93%</b> 0.95%	<b>5.70%</b> 5.93%
41.9%	<b>Sam Houston State University</b> <i>*Currently the policy benchmark is a blend of 27% S&amp;P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&amp;P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.</i>	<b>73,649,278</b>	<b>0.51%</b> 1.63%	<b>15.19%</b> 13.51%
10.3%	<b>Sul Ross State University</b> <i>*Currently the policy benchmark is a blend of 27% S&amp;P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&amp;P Developed Ex-US SC, 4.5% BC Gov/Credit, 7% 91-Day T-Bill, and 23.5% BC Aggregate.</i>	<b>18,130,125</b>	<b>3.16%</b> 1.51%	<b>18.13%</b> 13.08%
31.3%	<b>Texas State University</b> <i>*Currently the Total Blended Index consists of 23.1% S&amp;P 500, 22.2% Russell 2500, 9.2% MSCI EAFE, 5.5% S&amp;P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 28% BC Aggregate, 3% 91-Day T-Bill, and 4% ML 6 Month T-Bill.</i>	<b>55,140,497</b>	<b>2.02%</b> 1.51%	<b>15.85%</b> 13.00%
	<b>Lamar Institute of Technology</b> N/A	<b>0</b>	- N/A	- N/A
	<b>Lamar State College - Orange</b> N/A	<b>0</b>	- N/A	- N/A
	<b>Lamar State College - Port Arthur</b> N/A	<b>0</b>	- N/A	- N/A
	<b>Texas State University System Office</b> N/A	<b>0</b>	- N/A	- N/A

Index Listing	Quarter	FYTD
Russell 3000 - Domestic Equity	2.84%	19.13%
S&P 500 - Domestic Equity	3.97%	19.65%
MSCI EAFE - International Equity	6.06%	19.22%
FTSE NAREIT - Real Estate	0.64%	1.99%
BC Int. Gov't - Fixed Income Government / Agency	2.75%	7.46%
BC Credit - Fixed Income Corporates	0.24%	1.90%
BC 3 Yr Muni - Fixed Income Municipal Bonds	0.01%	0.04%
91-Day T-Bill - Fixed Income Money Market	2.22%	16.59%
ML All Invest ex Man V0A1 - Convertibles	3.97%	19.65%
ML 1-3 Year Treasury - Fixed Income Money Market	0.20%	0.59%
6 Month T-Bill - Fixed Income Money Market	0.03%	0.11%

**Lamar University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 02/28/14	Ending Market Value As of 05/31/14	Book Balance As of 05/31/14	Quarter Ending 05/31/14 Investment Income Return	
<b>Operating Funds</b>								
Cash in Bank				\$ 26,208,385.65	\$ 30,443,674.72	\$ 30,443,674.72	\$ 47,767.49	0.16%
Cash in Treasury				\$ 11,619,231.60	\$ 8,645,445.97	\$ 8,645,445.97	\$ 11,172.41	0.12%
TexPool Series 0001	General Fund			\$ 31,968,429.16	\$ 7,035,799.46	\$ 7,035,799.46	\$ 1,652.06	0.01%
<b>Totals</b>				<b>\$ 69,796,046.41</b>	<b>\$ 46,124,920.15</b>	<b>\$ 46,124,920.15</b>	<b>\$ 60,591.96</b>	<b>0.13%</b>
							<b>6 Month T-Bill</b>	<b>0.03%</b>

<b>Non-Operating Funds</b>								
Cash in Bank				\$ 2,813,561.16	\$ 3,637,226.13	\$ 3,637,226.13	\$ -	0.00%
TexPool Series 0002				\$ 2,967,698.75	\$ 2,875,911.54	\$ 2,875,911.54	\$ 212.79	0.01%
TexPool Series 0001				\$ 5,002,755.12	\$ 5,003,123.91	\$ 5,003,123.91	\$ 368.79	0.01%
<b>Totals</b>				<b>\$ 10,784,015.03</b>	<b>\$ 11,516,261.58</b>	<b>\$ 11,516,261.58</b>	<b>\$ 581.58</b>	<b>0.01%</b>
							<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>

Lamar University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Twila Baker  
 Name of Signee  
 Title for  
 Donna Quebedeaux

Controller  
 Associate Controller

Twila Baker

Lamar University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 29,027,649</b>	<b>0.93%</b>	<b>5.70%</b>
	<i>Total Blended Index</i>		0.95%	5.93%
<b>29.5 %</b>	<b>Domestic Equity</b>	<b>\$ 8,563,710</b>	<b>2.85%</b>	<b>18.51%</b>
	<i>Russell 3000</i>		2.84%	19.13%
29.5	<b>Commonfund MS Equity Fund</b>	<b>8,563,710</b>	<b>2.85%</b>	<b>18.51%</b>
<b>3.9 %</b>	<b>Total Fixed Income</b>	<b>\$ 1,118,502</b>	<b>2.22%</b>	<b>5.91%</b>
<b>3.9 %</b>	<b>Corporates</b>	<b>\$ 1,118,502</b>	<b>2.22%</b>	<b>5.91%</b>
	<i>BC Credit</i>		2.75%	7.46%
3.9	<b>Commonfund MS Bond Fund</b>	<b>1,118,502</b>	<b>2.22%</b>	<b>5.91%</b>
<b>66.6 %</b>	<b>Other</b>	<b>\$ 19,345,437</b>	<b>0.01%</b>	<b>0.03%</b>
0.2	<b>Cash in Bank</b>	<b>60,999</b>	<b>0.00%</b>	<b>0.00%</b>
66.4	<b>Texpool Series 0001</b>	<b>19,284,437</b>	<b>0.01%</b>	<b>0.03%</b>

Blended Indexes are based on the current weights of each asset class and their respective benchmarks. Currently the Total Blended Index is: 29.5% Russell 3000, 3.9% BC Credit, 66.6% at 0% Annual Return.

Lamar University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$28,806,100	\$213,528	-\$255,096	\$38,270	\$8,463	\$216,384	\$29,027,649
<b>All Equity Composite</b>	\$8,353,658	\$0	-\$27,359	\$27,359	\$7,623	\$202,428	\$8,563,710
<b>Domestic Equity</b>	\$8,353,658	\$0	-\$27,359	\$27,359	\$7,623	\$202,428	\$8,563,710
<b>Commonfund MS Equity Fund</b>	\$8,353,658		-\$27,359	\$27,359	\$7,623	\$202,428	\$8,563,710
<b>Total Fixed Income</b>	\$1,103,707	\$0	-\$9,490	\$9,490	\$840	\$13,956	\$1,118,502
<b>Corporates</b>	\$1,103,707	\$0	-\$9,490	\$9,490	\$840	\$13,956	\$1,118,502
<b>Commonfund MS Bond Fund</b>	\$1,103,707		-\$9,490	\$9,490	\$840	\$13,956	\$1,118,502
<b>Other</b>	\$19,348,735	\$213,528	-\$218,247	\$1,421	\$0	\$0	\$19,345,437
<b>Cash in Bank</b>		\$146,932	-\$85,933			\$0	\$60,999
<b>Texpool Series 0001</b>	\$19,348,735	\$66,595	-\$132,314	\$1,421		\$0	\$19,284,437

**Sam Houston State University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 02/28/14	Ending Market Value As of 05/31/14	Book Balance As of 05/31/14	Quarter Ending 05/31/14 Investment Income Return		
<b>Operating Funds</b>									
Cash in Bank				\$ 20,298,306.90	\$ 22,494,311.05	\$ 22,494,311.05	\$ 1,597.24	-0.01%	
Cash in Treasury				\$ 43,091,353.45	\$ 31,301,783.28	\$ 31,301,783.28	\$ 43,619.63	0.11%	
TexPool Series 0004	Non Educational			\$ 42,102,321.49	\$ 37,105,322.75	\$ 37,105,322.75	\$ 3,001.26	0.01%	
TexPool Series 0005	Educational & General			\$ 855,211.28	\$ 855,274.39	\$ 855,274.39	\$ 63.11	0.01%	
TexPool Series 0006	Auxiliary			\$ 2,500,632.17	\$ 114,688.12	\$ 114,688.12	\$ 23.87	0.01%	
TexPool Series 0012	Student Loan Fund			\$ 1,555,261.77	\$ 1,555,376.44	\$ 1,555,376.44	\$ 114.67	0.01%	
TexPool Series 0013	Short Term Student Loan			\$ 585,281.24	\$ 585,324.39	\$ 585,324.39	\$ 43.15	0.01%	
<b>Totals</b>				<b>\$ 110,988,368.30</b>	<b>\$ 94,012,080.42</b>	<b>\$ 94,012,080.42</b>	<b>\$ 48,462.93</b>	<b>0.04%</b>	
								<b>6 Month T-Bill</b>	<b>0.03%</b>

<b>Non-Operating Funds</b>									
Cash in Bank				\$ 1,283,862.42	\$ 15,721.08	\$ 15,721.08	\$ 20.47	0.00%	
TexPool Series 0007	Pledged Revenue			\$ 2,472,875.58	\$ -	\$ -	\$ -	0.00%	
TexPool Series 0008	Designated Funds			\$ 8,437,459.84	\$ 4,162,531.93	\$ 4,162,531.93	\$ 320.56	0.01%	
TexPool Series 0009	Restricted Funds			\$ 1,958,088.79	\$ 1,958,233.18	\$ 1,958,233.18	\$ 144.39	0.01%	
TexPool Series 0010	Quasi Endowments			\$ 251,069.96	\$ 251,088.45	\$ 251,088.45	\$ 18.49	0.01%	
TexPool Series 0011	Endowments			\$ 1,491,082.42	\$ 1,491,192.37	\$ 1,491,192.37	\$ 109.95	0.01%	
TexPool Series 0023	Non-Ed Plant			\$ 367,171.57	\$ 367,198.66	\$ 367,198.66	\$ 27.09	0.01%	
TexPool Series 0025	Performing Arts Center			\$ 1,002,542.88	\$ -	\$ -	\$ 24.59	0.00%	
TexPool Series 0028	Residence Hall Bonds 2011			\$ 1,410,909.46	\$ 1,571,018.95	\$ 1,571,018.95	\$ 109.49	0.01%	
Cash in Bank (Trustmark)				\$ 2,510.98	\$ 2,435.90	\$ 2,435.90	\$ 0.06	0.00%	
Baird Advisors FI	*Holdings Report Attached			\$ 15,099,022.62	\$ 15,132,525.51	\$ 15,668,471.04	\$ 35,212.63	0.20%	
Agincourt Capital Mgmt	*Holdings Report Attached			\$ 13,023,025.92	\$ 13,090,454.82	\$ 13,182,985.30	\$ 60,614.39	0.56%	
Atlanta Capital Mgmt	*Holdings Report Attached			\$ 7,516,600.05	\$ 7,525,831.02	\$ 7,512,128.62	\$ 18,114.34	0.18%	
TexPool Series 0032	Series 2013 Construction F			\$ 2,002,615.21	\$ 2,002,762.85	\$ 2,002,762.85	\$ 147.64	0.01%	
<b>Totals</b>				<b>\$ 56,318,837.70</b>	<b>\$ 47,570,994.72</b>	<b>\$ 48,185,768.33</b>	<b>\$ 114,864.09</b>	<b>0.24%</b>	
								<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>

Sam Houston State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

  
 Name of Signee  
 Title  
 J. Carlos Hernandez

7-11-2014

VP for Finance & Operations

303



Atlanta



SAM HOUSTON STATE UNIVERSITY  
NON-OPERATING/ATLANTA CAPITAL  
MANAGEMENT/TRUSTMARK NATIONAL  
BANK CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005618

Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
82,912.85	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	82,912.85	82,912.85	1	0.42
		82,912.85	82,912.85	1	0.42
US GOVT. OBLIGATIONS					
115,000	CUSIP # 3130A1NN4 FED HOME LOAN BANK DTD 04/11/2014 .875% 05/24/2017 LAST PRICED: 05/31/2014	115,232.30	114,778.05	2	19.57
250,000	CUSIP # 3134G4HK7 FED HOME LOAN MTG CORP DTD 10/24/2013 .5% 10/24/2016-2014 LAST PRICED: 05/31/2014	250,180.00	250,000.00	3	128.47
250,000	CUSIP # 3135G0LN1 FED NATL MTG ASSN DTD 05/21/2012 .5% 07/02/2015 LAST PRICED: 05/31/2014	250,962.50	250,810.00	3	517.36
250,000	CUSIP # 3135G0NV1 FED NATL MTG ASSN DTD 08/17/2012 .5% 09/28/2015 LAST PRICED: 05/31/2014	251,007.50	250,663.00	3	218.75
250,000	CUSIP # 3135G0VA8 FED NATL MTG ASSN DTD 02/15/2013 2% 03/30/2016 LAST PRICED: 05/31/2014	250,762.50	250,470.75	3	211.81
250,000	CUSIP # 3137EADA4 FED HOME LOAN MTG CORP FR DTD 12/11/11 .625% 12/29/2014 LAST PRICED: 05/31/2014	250,747.50	251,607.50	3	659.72
100,000	CUSIP # 3137EADQ9 FED HOME LOAN MTG CORP DTD 05/07/2013 .5% 05/13/2016 LAST PRICED: 05/31/2014	100,252.00	99,958.80	1	25.00



SAM HOUSTON STATE UNIVERSITY  
NON-OPERATING/ATLANTA CAPITAL  
MANAGEMENT/TRUSTMARK NATIONAL  
BANK CUSTODIAN

## STATEMENT OF ACCOUNT

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Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005618

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
390,000	CUSIP # 912828A67 US TREASURY NOTE DTD 12/31/2013 .25% 12/31/2015 LAST PRICED: 05/31/2014	390,136.50	389,053.33	5	407.14
600,000	CUSIP # 912828B82 US TREASURY NOTE DTD 02/28/2014 .25% 02/29/2016 LAST PRICED: 05/31/2014	599,742.00	598,630.59	8	379.08
450,000	CUSIP # 912828C81 US TREASURY NOTE DTD 04/30/2014 .375% 04/30/2016 LAST PRICED: 05/31/2014	450,315.00	449,424.46	6	147.54
70,000	CUSIP # 912828RB8 US TREASURY NOTE DTD 08/15/2011 .5% 08/15/2014 LAST PRICED: 05/31/2014	70,063.00	70,153.36	1	102.49
620,000	CUSIP # 912828SE1 US TREASURY NOTE ISSUE DATE 02/01/2012 .25% 02/15/2015 LAST PRICED: 05/31/2014	620,725.40	619,977.86	8	453.87
235,000	CUSIP # 912828SK7 US TREASURY NOTE DTD 03/15/2012 .375% 03/15/2015 LAST PRICED: 05/31/2014	235,524.05	235,473.94	3	186.79
365,000	CUSIP # 912828TT7 US TREASURY NOTE DTD 10/15/2012 .25% 10/15/2015 LAST PRICED: 05/31/2014	365,343.10	363,817.44	5	117.18
425,000	CUSIP # 912828TX8 US TREASURY NOTE DTD 11/15/2012 .375% 11/15/2015 LAST PRICED: 05/31/2014	426,079.50	424,401.82	6	73.62
50,000	CUSIP # 912828UC2 US TREASURY NOTE DTD 12/15/2012 .25% 12/15/2015 LAST PRICED: 05/31/2014	50,021.50	49,652.51	1	57.69



SAM HOUSTON STATE UNIVERSITY  
 NON-OPERATING ATLANTA CAPITAL  
 MANAGEMENT/TRUSTMARK NATIONAL  
 BANK CUSTODIAN

**STATEMENT OF ACCOUNT**

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Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005618

**Asset Detail As Of 05/31/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
305,000	CUSIP # 912828UK4 U.S. TREASURY NOTE DTD 01/31/2013 .25% 01/31/2015 LAST PRICED: 05/31/2014	305,332.45	304,989.11	4	254.87
355,000	CUSIP # 912828UM0 U.S. TREASURY NOTE DTD 02/15/2013 .375% 02/15/2016 LAST PRICED: 05/31/2014	355,624.80	354,143.38	5	389.81
250,000	CUSIP # 912828VG2 U.S. TREASURY NOTE DTD 06/15/2013 .5% 06/15/2016 LAST PRICED: 05/31/2014	250,567.50	250,067.25	3	576.92
		5,588,619.10	5,578,073.15	74	4,927.68
<b>MORTGAGE BACKED SECURITIES</b>					
98,078.27	CUSIP # 3136ADZT9 FED NATL MTG ASSN SERIES 2013-M5 CLASS ASQ2 DTD 04/01/2013 .59482% 08/25/2015 LAST PRICED: 05/31/2014	98,282.27	98,078.27	1	47.00
		98,282.27	98,078.27	1	47.00
<b>COLLATERALIZED MORTGAGE OBLIGATIONS</b>					
152,810.94	CUSIP # 3136AQW0 FED NATL MTG ASSN ASERIES 2011-79 CLASS GC DTD 07/01/2011 2% 12/25/2022 LAST PRICED: 05/31/2014	155,147.77	156,198.89	2	246.24
130,017.51	CUSIP # 3136A3UG4 FED NATL MTG ASSN SERIES 2012-1 CLASS AE DTD 01/01/2012 1.75% 12/25/2021 LAST PRICED: 05/31/2014	132,111.70	132,617.86	2	183.29



SAM HOUSTON STATE UNIVERSITY  
NON-OPERATING/ATLANTA CAPITAL  
MANAGEMENT/TRUSTMARK NATIONAL  
BANK CUSTODIAN

## STATEMENT OF ACCOUNT

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Statement Period  
Account Number 05/01/2014 through 05/31/2014  
1044005618

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
46,183.18	CUSIP # 3136A9YB8 FED NATL MTG ASSN SERIES 2012-123 CLASS WM DTD 10/01/2012 2.5% 02/25/2022 LAST PRICED: 05/31/2014	47,355.22	47,610.16	1	93.01
46,778.47	CUSIP # 3137A7Z52 FEDERAL HOME LOAN MTG CORP SERIES 3825 CLASS AB DTD 03/01/2011 3% 08/15/2020 LAST PRICED: 05/31/2014	48,397.99	48,386.48	1	113.05
99,218.58	CUSIP # 3137A9E28 FED HOME LOAN MTG CORP SERIES 3840 CLASS BA DTD 04/01/2011 2% 02/15/2018 LAST PRICED: 05/31/2014	100,835.84	101,109.95	1	159.85
20,588.39	CUSIP # 3137AB6F3 FED HOME LOAN MTG CORP SERIES 3852 CLASS EA DTD 05/01/2011 4.5% 12/15/2021 LAST PRICED: 05/31/2014	21,842.82	21,913.76	0	74.63
33,367.2964	CUSIP # 3137ABC33 FED HOME LOAN MTG CORP SERIES 3864 CLASS CA DTD 05/01/2011 2% 08/15/2018 LAST PRICED: 05/31/2014	33,979.49	34,065.92	0	53.76
58,876.32	CUSIP # 31393JQJ5 FED HOME LOAN MTG CORP SERIES 2573 CLASS HC DTD 02/01/2003 4.5% 02/15/2018 LAST PRICED: 05/31/2014	61,622.21	61,578.41	1	213.35
73,511.31	CUSIP # 31393NK24 FED HOME LOAN MTG CORP SERIES 2590 CLASS NV DTD 03/01/2003 5% 03/15/2018 LAST PRICED: 05/31/2014	77,604.13	78,565.23	1	296.09
89,682.75375	CUSIP # 31393QQP0 FED HOME LOAN MTG CORP SERIES 2622 CLASS PE DTD 05/01/2003 4.5% 05/15/2018 LAST PRICED: 05/31/2014	94,218.91	94,502.31	1	325.10



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
34,877.41	CUSIP # 31393ULR2 FED NATL MTG ASSN SERIES 2003-122 CLASS OL DTD 11/01/2003 4% 12/25/2018 LAST PRICED: 05/31/2014	36,652.15	36,359.70	0	112.38
24,614.64	CUSIP # 31394BBQ6 FED NATL MTG ASSN SERIES 2004-81 CLASS AC DTD 10/01/2004 4% 11/25/2019 LAST PRICED: 05/31/2014	25,799.64	25,599.22	0	79.31
66,666.9	CUSIP # 31394LUH3 FED HOME LOAN MTG CORP SERIES 2707 CLASS QE DTD 11/01/2003 4.5% 11/15/2018 LAST PRICED: 05/31/2014	70,857.25	71,333.58	1	241.67
71,709.32	CUSIP # 31394RLZ0 FED HOME LOAN MTG CORP SERIES 2752 CLASS JB DTD 02/01/2004 4.5% 02/15/2019 LAST PRICED: 05/31/2014	75,901.95	76,908.24	1	259.95
31,457.34	CUSIP # 31394XTB2 FED HOME LOAN MTG CORP SERIES 2780 CLASS YC DTD 04/01/2004 5% 04/15/2019 LAST PRICED: 05/31/2014	33,112.50	33,266.14	0	126.70
82,692.11	CUSIP # 31395FHB3 FED HOME LOAN MTG CORP SERIES 2854 CLASS AK DTD 09/01/2004 4% 09/15/2019 LAST PRICED: 05/31/2014	86,505.65	86,586.07	1	264.45
46,436.87	CUSIP # 31396WL95 FED NATL MTG ASSN SERIES 2007-68 CLASS WB DTD 06/01/2007 4.5% 10/25/2020 LAST PRICED: 05/31/2014	49,046.52	49,012.00	1	168.41
41,511.75	CUSIP # 31396YXB3 FED NATL MTG ASSN SERIES 2008-18 CLASS HD DTD 02/01/2008 4% 12/25/2018 LAST PRICED: 05/31/2014	43,266.04	43,587.34	1	133.76



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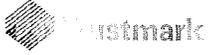
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### Asset Detail As Of 05/31/2014

UNITS BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
99,715.32	CUSIP # 31397FS37 FED HOME LOAN MTG CORP SERIES 3294 CLASS DB DTD 03/01/2007 4.5% 03/15/2022 LAST PRICED: 05/31/2014	106,053.92	106,788.88	1	361.47
61,195.3	CUSIP # 31397SAY0 FED NATL MTG ASSN SERIES 2011-23 CLASS AB DTD 02/01/2011 2.75% 06/25/2020 LAST PRICED: 05/31/2014	63,107.16	63,098.09	1	135.56
46,258.31	CUSIP # 31397UDX4 FED NATL MTG ASSN SERIES 2011-47 CLASS MA DTD 05/01/2011 2.5% 01/25/2022 LAST PRICED: 05/31/2014	47,485.40	47,530.42	1	93.16
75,338.76	CUSIP # 31398M5V4 FED NATL MTG ASSN SERIES 2010-30 CLASS DB DTD 03/01/2010 2% 08/25/2018 LAST PRICED: 05/31/2014	77,222.40	76,807.00	1	122.22
112,234.07	CUSIP # 31398QUB1 FED HOME LOAN MTG CORP SERIES 3747 CLASS NA DTD 10/01/2010 1.3% 10/15/2018 LAST PRICED: 05/31/2014	113,390.00	113,764.91	2	117.85
40,351.55	CUSIP # 31398SJH7 FED NATL MTG ASSN SERIES 2010-128 CLASS LA DTD 10/01/2010 2% 11/25/2020 LAST PRICED: 05/31/2014	41,048.66	41,184.75	1	65.17
26,331.08	CUSIP # 31398VHD1 FED HOME LOAN MTG CORP SERIES 3646 CLASS JA DTD 03/01/2010 1.5% 03/15/2015 LAST PRICED: 05/31/2014	26,953.22	27,090.99	0	32.54
76,345.55	CUSIP # 31398VU87 FED HOME LOAN MTG CORP SERIES 3659 CLASS DB DTD 04/01/2010 1.5% 03/15/2019 LAST PRICED: 05/31/2014	77,357.70	77,598.05	1	92.49



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UNIT BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		1,746,876.24	1,753,064.35	23	4,165.46
	TOTAL INVESTMENTS	7,516,690.46			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	7,516,690.46			
	ACCRUED INCOME	9,140.56			
	TOTAL MARKET VALUE	7,525,831.02			

Agreement



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
116,821.28	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	116,821.28	116,821.28	1	0.78
		116,821.28	116,821.28	1	0.78
US GOVT. OBLIGATIONS					
2,040,000	CUSIP # 912828RB8 U S TREASURY NOTE DTD 08/15/2011 .5% 08/15/2014 LAST PRICED: 05/31/2014	2,041,836.00	2,045,106.83	16	2,986.74
3,730,000	CUSIP # 912828S10 U S TREASURY NOTE DTD 02/29/2012 .875% 02/28/2017 LAST PRICED: 05/31/2014	3,748,948.40	3,728,274.99	29	8,248.06
		5,790,784.40	5,773,381.82	44	11,234.80
MORTGAGE BACKED SECURITIES					
1,040,973.06	CUSIP # 31294UA29 FED HOME LOAN MTG CORP POOL E09025 DTD 02/01/2013 2.5% 03/01/2028 LAST PRICED: 05/31/2014	1,059,085.99	1,076,105.90	8	2,168.69
682,621.65	CUSIP # 31294UAT0 FED HOME LOAN MTG CORP POOL E09018 DTD 12/01/2012 2.5% 01/01/2028 LAST PRICED: 05/31/2014	694,499.27	706,940.05	5	1,422.13
770,925.45	CUSIP # 3138A4Y58 FED NATL MTG ASSN POOL AH3431 DTD 01/01/2011 3.5% 01/01/2026 LAST PRICED: 05/31/2014	816,687.58	818,024.19	6	2,248.53



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		2,570,272.84	2,601,070.14	20	5,839.35
CORPORATE BONDS					
300,000	CUSIP # 046353AB4 ASTRAZENECA PLC DTD 09/12/2007 5.9% 09/15/2017 LAST PRICED: 05/31/2014	344,301.00	361,191.00	3	3,736.67
300,000	CUSIP # 06406HBZ1 BANK OF NEW YORK MELLON DTD 11/23/2011 1.7% 11/24/2014-2014 LAST PRICED: 05/31/2014	301,716.00	306,465.00	2	99.17
300,000	CUSIP # 084664BS9 BERKSHIRE HATHAWAY FIN DTD 05/15/2012 1.6% 05/15/2017 LAST PRICED: 05/31/2014	305,058.00	305,823.00	2	213.33
170,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 05/31/2014	184,730.50	187,581.40	1	2,571.25
250,000	CUSIP # 191216AK6 COCA-COLA CO/THE DTD 11/01/2007 5.35% 11/15/2017 LAST PRICED: 05/31/2014	285,407.50	297,177.50	2	594.44
300,000	CUSIP # 36962G3H5 GENERAL ELEC CAP CORP SERIES MTN DTD 09/24/2007 5.625% 09/15/2017 LAST PRICED: 05/31/2014	340,209.00	353,877.00	3	3,562.50
300,000	CUSIP # 459200GJ4 INTL BUSINESS MACHINES CORP DTD 09/14/2007 5.7% 09/14/2017 LAST PRICED: 05/31/2014	343,074.00	360,084.00	3	3,657.50
300,000	CUSIP # 594918AB0 MICROSOFT CORP DTD 05/18/09 2.95% 06/01/2014 NO PRICING DATE	300,000.00	310,065.00	2	4,425.00



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#### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
298,000	CUSIP # 656531AF7 NORSK HYDRO A/S DTD 01/15/1998 6.7% 01/15/2018 LAST PRICED: 05/31/2014	351,875.42	358,172.16	3	7,542.71
300,000	CUSIP # 822582AC6 SHELL INTERNATIONAL FIN DTD 03/22/2007 5.2% 03/22/2017 LAST PRICED: 05/31/2014	335,340.00	349,608.00	3	2,990.00
100,000	CUSIP # 842434CD2 SOUTHERN CALIF GAS CO SERIES HH DTD 10/17/2003 5.45% 04/15/2018 LAST PRICED: 05/31/2014	114,136.00	120,534.00	1	696.39
300,000	CUSIP # 89233P6S0 TOYOTA MOTOR CREDIT CORP DTD 10/05/2012 1.25% 10/05/2017 LAST PRICED: 05/31/2014	300,609.00	300,426.00	2	583.33
300,000	CUSIP # 911312AH9 UNITED PARCEL SERVICE INC DTD 01/15/2008 5.5% 01/15/2018 LAST PRICED: 05/31/2014	344,481.00	345,582.00	3	6,233.33
300,000	CUSIP # 931142CJ0 WAL-MART STORES INC DTD 08/24/2007 5.8% 02/15/2018 LAST PRICED: 05/31/2014	348,132.00	366,111.00	3	5,123.33
300,000	CUSIP # 98385XAL0 XTO ENERGY INC DTD 07/19/2007 6.25% 08/01/2017 LAST PRICED: 05/31/2014	348,153.00	369,015.00	3	6,250.00
		4,547,222.42	4,691,712.06	35	48,278.95



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	13,025,100.94			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	13,025,100.94			
	ACCRUED INCOME	65,353.88			
	TOTAL MARKET VALUE	13,090,454.82			

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1044005609

#### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
535,484.94	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	535,484.94	535,484.94	4	5.69
		535,484.94	535,484.94	4	5.69
US GOVT. OBLIGATIONS					
2,875,000	CUSIP # 912828NR7 U S TREASURY NOTE DTD 07/31/2010 2.375% 07/31/2017 LAST PRICED: 05/31/2014	3,009,981.25	3,021,099.48	20	22,823.29
1,575,000	CUSIP # 912828QY9 U S TREASURY NOTE DTD 07/31/2011 2.25% 07/31/2018 LAST PRICED: 05/31/2014	1,638,866.25	1,633,765.05	11	9,400.90
		4,648,847.50	4,654,864.53	31	32,224.19
COLLATERALIZED MORTGAGE OBLIGATIONS					
67,886.59825	CUSIP # 31358PQU4 FED NATL MTG ASSN SERIES 1992-136 CLASS PK DTD 08/01/1992 6% 08/25/2022 LAST PRICED: 05/31/2014	73,728.78	74,844.98	0	328.12
95,914.82	CUSIP # 3136AGLY6 FED NATL MTG ASSN SERIES 2013-M12 CLASS FA DTD 09/25/2013 .48% 10/25/2017 LAST PRICED: 05/31/2014	96,139.45	95,914.82	1	7.67
85,798.429	CUSIP # 31392EPT1 FED NATL MTG ASSN SERIES 2002-56 CLASS MC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 05/31/2014	89,948.67	90,758.66	1	380.13



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### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		259,816.90	261,518.46	2	715.92
MUNICIPAL OBLIGATIONS					
215,000	CUSIP # 011536EJ4 ALAMOSA & CONEJOS CNTY CO SCH DIST #RE11J TXBL-CABS-REF-SER B G/O UNLTD NON-CALLABLE ZERO CPN FED TAXABLE OID DTD 03/20/2013 0% 12/01/2014 LAST PRICED: 05/31/2014	212,284.55	212,284.55	1	2,261.80
300,000	CUSIP # 014464RD5 ALEDO TEX INDPT SCH DIST PREREFUNDED-SCH BLDG-SER A G/O UNLTD FED TAX-EXEMPT DTD 04/15/2005 5% 02/15/2024-2015 LAST PRICED: 05/31/2014	310,179.00	326,235.00	2	4,416.67
150,000	CUSIP # 154686BK4 CENTRAL OHIO SOLID WASTE AUTH SER B G/O LTD FED & ST TAX-EXEMPT DTD 10/21/2004 5% 12/01/2022-2014 LAST PRICED: 05/31/2014	153,597.00	162,078.00	1	3,750.00
100,000	CUSIP # 157411NZ8 CHAFFEY CA JT UNION HIGH SCH DIST TXBL-REF G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 03/19/2014 .629% 08/01/2015 LAST PRICED: 05/31/2014	99,979.00	100,000.00	1	125.80
130,000	CUSIP # 238253YE2 DAUPHIN CNTY PA TXBL G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/17/2013 1.194% 03/01/2016 LAST PRICED: 05/31/2014	129,495.60	130,000.00	1	388.05
220,000	CUSIP # 2866777D5 ELIZABETH NJ G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 05/17/2013 1.42% 03/01/2015 LAST PRICED: 05/31/2014	220,875.60	220,000.00	1	781.00



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**Asset Detail As Of 05/31/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
125,000	CUSIP # 29137RAT2 EMMAUS PA GEN AUTH SCH LEASE REVENUE TXBL-CAREER INSTITUTE TECHNOLOGY-SER B REV BDS NON-CALLABLE DTD 05/29/2014 1.356% 11/15/2016 LAST PRICED: 05/31/2014	124,837.50	125,000.00	1	9.42
100,000	CUSIP # 365418BR2 GARDEN ST PRESERVATION TR N J OPEN SPACE & FARMLAND PRES 2005 A REV BDS FED & ST TAX-EXEMPT DTD 12/01/2005 5.8% 11/01/2018-2015 LAST PRICED: 05/31/2014	107,797.00	113,920.00	1	483.33
100,000	CUSIP # 373541T68 GEORGIA MUN ELEC AUTH PWR REV TXBL-SER D REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 12/21/2011 3.052% 01/01/2016 LAST PRICED: 05/31/2014	103,071.00	104,319.00	1	1,271.67
125,000	CUSIP # 43232FJ86 HILLSBOROUGH CNTY FL CAPITAL IMPT PROGRAM REF-CRIMINAL JUSTICE FACS REV BDS NON-CALLABLE FED TAX-EXEMPT DTD 06/30/2003 5% 08/01/2016 LAST PRICED: 05/31/2014	137,543.75	143,435.00	1	2,083.33
100,000	CUSIP # 452252DB2 ILLINOIS ST TOLL HWY AUTH SR PRIORITY-SER A-1 REV BDS FED TAX-EXEMPT/ST TAXABLE DTD 06/07/2006 5% 01/01/2026-2016 LAST PRICED: 05/31/2014	109,649.00	114,558.00	1	2,083.33
255,000	CUSIP # 483686BF7 KANAWHA PUTNAM CNTY HUNTINGTON CHARLESTON W VA SF MTGE COMPOUND INT-1984 SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT ZERO CPN OID DTD 09/19/1984 0% 12/01/2016 LAST PRICED: 05/31/2014	251,595.75	247,262.90	2	0.00



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
145,000	CUSIP # 501445KD1 KUTZTOWN PA TXBL-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/02/2013 1.488% 11/15/2015 LAST PRICED: 05/31/2014	146,264.40	145,000.00	1	95.89
735,000	CUSIP # 507408KV3 LAKE & MCHENRY CNTYS IL CMNTY UNIT SCH DIST #118 UNREFUNDED-SER A G/O UNLTD FED TAX-EXEMPT/ST TAXABLE DTD 05/01/20 5% 01/01/2019-2015 LAST PRICED: 05/31/2014	755,352.15	796,362.00	5	15,312.50
300,000	CUSIP # 567288QR9 MARICOPA CNTY AZ UNIF SCH DIST #48 SCOTTSDALE PREREFUNDED-SCH IMPT-PJ 2004-B G/O UNLTD FED & ST TAX-EXEMPT OID DTD 10/01/2006 4% 07/01/2026-2016 LAST PRICED: 05/31/2014	322,749.00	333,774.00	2	5,000.00
135,000	CUSIP # 570850JX6 MARLBORO TWP NJ BRD OF EDU TXBL-REF G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 03/26/2013 .788% 07/15/2015 LAST PRICED: 05/31/2014	135,459.00	135,000.00	1	401.88
225,000	CUSIP # 575577KT7 MASSACHUSETTS BAY MA TRANSPRTN AUTH REV ASSMT-SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT DTD 11/13/2008 5% 07/01/2017 LAST PRICED: 05/31/2014	255,264.75	266,161.50	2	4,687.50
145,000	CUSIP # 575579XJ1 MA ST BAY TRANSPRTN AUTH SALES TAX REVENUE PREREFUNDED-SR-SER C REV BDS NON-CALLABLE FED & ST TAX-EXEMPT DTD 12/22/2004 5.5% 07/01/2017 LAST PRICED: 05/31/2014	166,470.15	174,149.35	1	3,322.92



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
350,000	CUSIP # 576000BJ1 MASSACHUSETTS ST SCH BLDG AUTH SALES TAX REV SER A REV BDS FED & ST TAX-EXEMPT DTD 08/17/2005 5% 08/15/2025-2015 LAST PRICED: 05/31/2014	370,079.50	389,116.00	2	5,152.78
230,000	CUSIP # 576000NS8 MASSACHUSETTS ST SCH BLDG AUTH SALES TAX REVENUE PREREFUNDED 2012-2-SER A REV BDS FED & ST TAX-EXEMPT DTD 08/17/2005 DTD 08/17/2005 5% 08/15/2030-2015 LAST PRICED: 05/31/2014	243,195.10	255,548.40	2	3,386.11
100,000	CUSIP # 592710EM5 METUCHEN NJ SCH DIST G/O UNLTD FED & ST TAX-EXEMPT DTD 03/15/2005 4.375% 08/15/2022-2015 LAST PRICED: 05/31/2014	105,052.00	109,516.00	1	1,288.19
150,000	CUSIP # 623040GN6 MOUNT SAN ANTONIO CA CMNTY CLG DIST TXBL-REF-ELECTION 2008-SER B G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 08/01/2013 .717% 08/01/2014 LAST PRICED: 05/31/2014	150,066.00	150,000.00	1	358.50
130,000	CUSIP # 64469DTZ4 NEW HAMPSHIRE ST HSG FIN AUTH REV TXBL-REF-ACQUISITION-SER A REV BDS NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/03/2013 1.25% 07/01/2016 LAST PRICED: 05/31/2014	129,760.80	130,000.00	1	677.08
105,000	CUSIP # 658256J45 NORTH CAROLINA ST PREREFUNDED-PUB IMPT-SER A G/O UNLTD FED & ST TAX-EXEMPT DTD 01/01/2005 5% 03/01/2021-2015 LAST PRICED: 05/31/2014	108,708.60	114,308.25	1	1,312.50



SAM HOUSTON STATE UNIVERSITY  
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 CUSTODIAN

## STATEMENT OF ACCOUNT

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Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005609

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
525,000	CUSIP # 6591544W5 NORTH EAST TX INDEP SCH DIST PREREFUNDED-REF G/O UNLTD FED TAX-EXEMPT DTD 08/01/2005 5% 02/01/2026-2015 LAST PRICED: 05/31/2014	554,457.75	582,550.50	4	8,750.00
125,000	CUSIP # 662858EE5 NORTH TEXAS TOLLWAY AUTH DALLAS N TOLLWAY SYS REV SER A REV BDS FED TAX-EXEMPT OID DTD 03/01/2005 4.5% 01/01/2038-2015 LAST PRICED: 05/31/2014	128,101.25	134,315.00	1	2,343.75
75,000	CUSIP # 677581DS6 OHIO ST MAJOR NEW STATE INFRASTRUCTURE PROJ REV BUILD AMER BDS-TAXABLE-SER 2-DIRECT REVENUE BONDS FED TAXABLE/ST TAX-EXEMPT DTD 05/25/2010 3.893% 06/15/2017 LAST PRICED: 05/31/2014	80,911.50	80,160.75	1	1,346.33
125,000	CUSIP # 68608UKM7 OREGON ST TXBL-ALT ENERGY PROJS-SER G G/O UNLTD FED TAXABLE/ST TAX-EXEMPT DTD 03/14/2012 1% 07/01/2015-2014 LAST PRICED: 05/31/2014	125,038.75	125,062.50	1	520.83
190,000	CUSIP # 7048792G9 PEARLAND TEX INDPT SCH DIST PREREFUNDED-REF SCHOOLHOUSE SER A G/O UNLTD FED TAX-EXEMPT DTD 11/15/2005 5% 02/15/2022-2015 LAST PRICED: 05/31/2014	196,446.70	206,809.30	1	2,797.22
100,000	CUSIP # 720560QF1 PIERCE CNTY WA SCH DIST #400 CLOVER PARK G/O UNLTD FED TAX-EXEMPT DTD 06/01/2006 5% 12/01/2023-2016 LAST PRICED: 05/31/2014	109,263.00	114,211.00	1	2,500.00



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## STATEMENT OF ACCOUNT

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Statement Period: 05/01/2014 through 05/31/2014  
 Account Number: 1044005609

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
250,000	CUSIP # 722195LR3 PINAL CNTY AZ UNIF SCH DIST #43 APACHE JUNCTION SCH IMPT-SER B G/O UNLTD FED & ST TAX-EXEMPT DTD 05/01/2006 5% 07/01/2025-2016 LAST PRICED: 05/31/2014	274,122.50	286,335.00	2	5,208.33
125,000	CUSIP # 750514TG6 RADNOR TWP PA TXBL-NTS-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 06/13/2013 .889% 07/15/2016 LAST PRICED: 05/31/2014	125,353.75	125,000.00	1	419.81
450,000	CUSIP # 759136LN2 REGIONAL TRANSPRTN DIST CO SALES TAX REV FASTRACKS PROJ-SER A REV BDS FED & ST TAX-EXEMPT 10/19/2006 5% 11/01/2036-2016 LAST PRICED: 05/31/2014	500,368.50	521,833.50	3	1,875.00
145,000	CUSIP # 759136PJ7 REGIONAL TRANSPRTN DIST CO SALES TAX PREREFUNDED-FASTRACKS PJ-A REV BDS FED & ST TAX-EXEMPT DTD 10/19/2006 5% 11/01/2031-2016 LAST PRICED: 05/31/2014	161,229.85	168,089.80	1	604.17
400,000	CUSIP # 768364GX3 RIVER ROAD TX INDEP SCH DIST G/O UNLTD 5% 08/15/2025-2015 LAST PRICED: 05/31/2014	423,196.00	444,140.00	3	5,888.89
725,000	CUSIP # 795560CE9 SALT LAKE & SANDY UT MET WTR DIST WTR SER A REV BDS FED & ST TAX-EXEMPT DTD 01/15/2005 5% 07/01/2018-2015 LAST PRICED: 05/31/2014	762,352.00	802,009.50	5	15,104.17
115,000	CUSIP # 88880NAF6 TOBACCO SETTLEMENT FING CORP VA ASSET BKD REV BDS FED & ST TAX-EXEMPT OID DTD 05/16/2005 5.5% 06/01/2026-2015 LAST PRICED: 05/31/2014	118,491.40	120,426.85	1	3,162.50



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## STATEMENT OF ACCOUNT

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Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005609

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
150,000	CUSIP # 91412G8W6 UNIV OF CALIFORNIA CA REVS TXBL-GEN-SER AJ REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 10/02/2013 .528% 05/15/2015 LAST PRICED: 05/31/2014	150,252.00	150,000.00	1	35.20
100,000	CUSIP # 97705LEQ6 WISCONSIN ST SER E G/O UNLTD FED TAX-EXEMPT/ST TAXABLE DTD 10/21/2004 5% 05/01/2019-2015 LAST PRICED: 05/31/2014	104,372.00	109,804.00	1	416.67
465,000	CUSIP # 977123TX6 WISCONSIN ST DTD 03/10/2005 5% 07/01/2025-2015 LAST PRICED: 05/31/2014	488,956.80	513,650.35	3	9,687.50
		9,152,239.95	9,482,426.00	60	119,310.62
<b>CORPORATE BONDS</b>					
113,000	CUSIP # 36962GLF9 GENERAL ELEC CAP CORP DTD 09/10/1997 6.9% 09/15/2015 LAST PRICED: 05/31/2014	122,206.11	129,451.67	1	1,646.03
250,000	CUSIP # 459200GX3 INTL BUSINESS MACHINES CORP DTD 07/22/2011 1.95% 07/22/2016 LAST PRICED: 05/31/2014	257,045.00	259,420.00	2	1,746.88
150,000	CUSIP # 713448CF3 PEPSICO INC DTD 02/28/2013 .43715% 02/26/2016 LAST PRICED: 05/31/2014	150,166.50	150,000.00	1	10.93
176,000	CUSIP # 98385XAG1 XTO ENERGY INC DTD 04/13/2005 5.3% 06/30/2015 LAST PRICED: 05/31/2014	185,261.12	195,305.44	1	3,912.58
		714,678.73	734,177.11	5	7,316.42



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## STATEMENT OF ACCOUNT

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Statement Period: 05/01/2014 through 05/31/2014  
Account Number: 1044005609

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	15,311,068.02			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	338,115.35			
	NET ASSETS	14,972,952.67			
	ACCRUED INCOME	159,572.84			
	TOTAL MARKET VALUE	15,132,525.51			

Sam Houston State University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 73,649,278</b>	<b>0.51%</b>	<b>15.19%</b>
	<i>Total Blended Index</i>		1.63%	13.51%
<b>69.8 %</b>	<b>All Equity Composite</b>	<b>\$ 51,424,702</b>	<b>-1.73%</b>	<b>15.63%</b>
	<i>Blended Equity Index</i>		2.82%	18.96%
<b>56.4 %</b>	<b>Domestic Equity</b>	<b>\$ 41,534,944</b>	<b>-2.31%</b>	<b>15.45%</b>
	<i>Russell 3000</i>		2.84%	19.13%
0.8	Vanguard Prime Cap Fund - VPMAX	563,174	2.15%	24.60%
10.0	Vanguard Instl Index - VINIX	7,334,111	3.96%	20.68%
9.7	Laudus LCG Fund - LGILX	7,147,851	-3.56%	16.92%
10.1	Parnassus LCV Fund - PRILX	7,424,591	5.81%	21.49%
13.0	Columbus Circle SMID G	9,590,312	-13.06%	5.68%
12.9	Baird Investment Mgmt SMID V	9,474,906	-1.05%	14.90%
<b>13.4 %</b>	<b>International Equity</b>	<b>\$ 9,889,758</b>	<b>0.79%</b>	<b>16.19%</b>
	<i>MSCI EAFE</i>		2.73%	18.25%
8.2	Hancock Horizon Intl LC - HHDTX	6,036,938	1.71%	13.89%
5.2	Driehaus Intl SCG - DRIOX	3,852,821	-0.71%	19.65%
<b>13.7 %</b>	<b>Real Estate</b>	<b>\$ 10,073,714</b>	<b>7.05%</b>	<b>14.92%</b>
	<i>FTSE NAREIT</i>		6.06%	19.22%
13.7	Rems RE Income - RREIX	10,073,714	7.05%	14.92%
<b>16.4 %</b>	<b>Total Fixed Income</b>	<b>\$ 12,053,205</b>	<b>5.95%</b>	<b>13.61%</b>
	<i>Blended Fixed Index</i>		1.52%	8.04%
<b>4.2 %</b>	<b>Corporates</b>	<b>\$ 3,058,669</b>	<b>1.77%</b>	<b>4.72%</b>
	<i>BC Credit</i>		2.75%	7.46%
4.2	Agincourt Capital Mgmt	3,058,669	1.77%	4.72%
<b>4.3 %</b>	<b>Municipal Bonds</b>	<b>\$ 3,169,865</b>	<b>2.44%</b>	<b>9.48%</b>
	<i>BC 3 Yr Muni</i>		0.24%	1.90%
4.3	iShares S&P Natl Muni - MUB	3,169,865	2.44%	9.48%
<b>2.3 %</b>	<b>Money Markets</b>	<b>\$ 1,725,604</b>	<b>0.17%</b>	<b>0.68%</b>
	<i>91-Day T-Bill</i>		0.01%	0.04%
2.3	Ridgeworth Ultra Short- SIGVX	1,725,604	0.17%	0.68%
<b>5.6 %</b>	<b>Hybrid Securities</b>	<b>\$ 4,099,068</b>	<b>12.00%</b>	<b>30.87%</b>
	<i>ML All Invest ex Man VOA1</i>		2.22%	16.59%
0.1	Invesco Convertibles - Class A	67,875	-0.17%	12.43%
5.5	Tortoise Capital - MLP	4,031,193	12.20%	31.18%
<b>0.1 %</b>	<b>Other</b>	<b>\$ 97,657</b>	<b>0.00%</b>	<b>0.00%</b>
0.1	Money Market Sweep	97,657	0.00%	0.00%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

\*Currently the policy benchmark is a blend of 27% S&P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.

Sam Houston State University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$73,510,332	\$54,457	-\$112,772	\$318,587	-\$36,216	-\$85,110	\$73,649,278
<b>All Equity Composite</b>	\$52,515,430	\$22,299	-\$76,030	\$90,393	-\$24,264	-\$1,103,126	\$51,424,702
<b>Domestic Equity</b>	\$42,699,511	\$22,299	-\$76,030	\$90,393	-\$23,922	-\$1,177,307	\$41,534,944
Vanguard Prime Cap Fund - VPMAX	\$551,333					\$11,841	\$563,174
Vanguard Instl Index - VINIX	\$7,054,963			\$33,440	-\$171	\$245,879	\$7,334,111
Laudus LCG Fund - LGILX	\$7,411,437				-\$172	-\$263,415	\$7,147,851
Parnassus LCV Fund - PRILX	\$7,016,717			\$22,266	-\$171	\$385,778	\$7,424,591
Columbus Circle SMID G	\$11,057,556	\$22,299	-\$44,043	\$9,878	-\$22,946	-\$1,432,432	\$9,590,312
Baird Investment Mgmt SMID V	\$9,607,505		-\$31,986	\$24,809	-\$463	-\$124,959	\$9,474,906
<b>International Equity</b>	\$9,815,919	\$0	\$0	\$0	-\$342	\$74,181	\$9,889,758
Hancock Horizon Intl LC - HHDTX	\$5,935,455				-\$171	\$101,654	\$6,036,938
Driehaus Intl SCG - DRIOX	\$3,880,464				-\$171	-\$27,473	\$3,852,821
<b>Real Estate</b>	\$9,410,023	\$0	\$0	\$128,386	-\$171	\$535,475	\$10,073,714
Rems RE Income - RREIX	\$9,410,023			\$128,386	-\$171	\$535,475	\$10,073,714
<b>Total Fixed Income</b>	\$11,507,314	\$9,265	-\$33,939	\$99,806	-\$11,706	\$482,465	\$12,053,205
<b>Corporates</b>	\$3,007,267	\$0	-\$1,874	\$23,715	-\$2,053	\$31,613	\$3,058,669
Agincourt Capital Mgmt	\$3,007,267		-\$1,874	\$23,715	-\$2,053	\$31,613	\$3,058,669
<b>Municipal Bonds</b>	\$3,116,394	\$0	-\$22,347	\$22,347	-\$171	\$53,641	\$3,169,865
iShares S&P Natl Muni - MUB	\$3,116,394		-\$22,347	\$22,347	-\$171	\$53,641	\$3,169,865
<b>Money Markets</b>	\$1,722,659	\$0	\$0	\$1,935	\$0	\$1,010	\$1,725,604
Ridgeworth Ultra Short- SIGVX	\$1,722,659			\$1,935		\$1,010	\$1,725,604
<b>Hybrid Securities</b>	\$3,660,994	\$9,265	-\$9,719	\$51,810	-\$9,482	\$396,200	\$4,099,068
Invesco Convertibles - Class A	\$68,335		-\$343	\$343		-\$459	\$67,875
Tortoise Capital - MLP	\$3,592,659	\$9,265	-\$9,376	\$51,467	-\$9,482	\$396,659	\$4,031,193
<b>Other</b>	\$77,565	\$22,894	-\$2,803	\$1	-\$75	\$76	\$97,657
Money Market Sweep	\$77,565	\$22,894	-\$2,803	\$1	-\$75	\$76	\$97,657

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**Sul Ross State University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 06/30/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value	Ending Market Value	Book Balance	Quarter Ending 05/31/14		
				As of 02/28/14	As of 05/31/14	As of 05/31/14	Investment Income	Return	
<b>Operating Funds</b>									
Cash in Bank - WTNB				\$ 3,297,121.97	\$ 3,374,165.81	\$ 3,374,165.81	\$ 4,843.22	0.15%	
Cash in Treasury				\$ 1,161,988.51	\$ 381,355.88	\$ 381,355.88	\$ 930.62	0.10%	
TexPool Series 0001	General Fund			\$ 16,682,175.24	\$ 13,106,448.97	\$ 13,106,448.97	\$ 1,059.88	0.01%	
MBS FNMA (CMO)	31358TRG	11/29/1993	2/25/2023	\$ 1,748.48	\$ 1,634.47	\$ 1,401.15	\$ 34.99	1.14%	
WTNB - Payroll				\$ 132,392.57	\$ 26,697.97	\$ 26,697.97	\$ 52.11	0.13%	
WTNB Clearing				\$ 244.08	\$ 244.44	\$ 244.44	\$ 0.36	0.15%	
IBC Bank				\$ 6,064.94	\$ 7,978.89	\$ 7,978.89	\$ 0.59	0.02%	
Clearing Fund- US Bank				\$ 542.45	\$ 542.48	\$ 542.48	\$ 0.10	0.02%	
Clearing Fund- FSB Bank				\$ 2,479.85	\$ 3,968.23	\$ 3,968.23	\$ -	0.00%	
Clearing Fund- TB&T Bank				\$ 1,185.00	\$ 2,858.23	\$ 2,858.23	\$ -	-5.05%	
<b>Totals</b>				<b>\$ 21,285,943.09</b>	<b>\$ 16,905,895.37</b>	<b>\$ 16,905,662.05</b>	<b>\$ 6,921.87</b>	<b>0.04%</b>	
							<b>6 Month T-Bill</b>	<b>0.03%</b>	

This report is prepared in conformity with (a) Texas State University System Investment Policy, (b) State Statutes and Guidelines Including the Public Funds Investment Act and (c) Sul Ross State University Investment Policy. All investments are in compliance with the investment strategy included therein.

*Ciravio Valenzuela*  
 \_\_\_\_\_  
 Name of Signee  
 Title *V P F O*

*7/11/14*  
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Sul Ross State University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 18,130,125</b>	<b>3.16%</b>	<b>18.13%</b>
	<i>Total Blended Index</i>		1.51%	13.08%
<b>46.3 %</b>	<b>Domestic Equity</b>	<b>\$ 8,399,503</b>	<b>0.19%</b>	<b>17.28%</b>
	<i>Russell 3000</i>		2.84%	19.13%
8.5	<b>Parnassus Equity Income - PRILX</b>	1,543,634	5.81%	21.49%
8.3	<b>Vanguard Instltl Index - VINIX</b>	1,506,324	3.96%	19.60%
8.5	<b>Laudus Growth Investors -LGILX</b>	1,546,223	-3.56%	16.92%
10.2	<b>Penn Capital Management</b>	1,856,401	-3.01%	9.84%
10.7	<b>Quantum Capital Management</b>	1,946,922	-0.97%	19.40%
<b>11.2 %</b>	<b>International Equity</b>	<b>\$ 2,036,339</b>	<b>0.24%</b>	<b>14.28%</b>
	<i>MSCI EAFE</i>		2.73%	18.25%
6.8	<b>Hancock Horizon - HHDTX</b>	1,236,572	1.71%	13.89%
4.4	<b>Franklin Intl SCG - FKSCX</b>	799,767	-1.99%	14.78%
<b>11.1 %</b>	<b>Real Estate</b>	<b>\$ 2,006,566</b>	<b>7.05%</b>	<b>14.92%</b>
	<i>FTSE NAREIT</i>		6.06%	19.22%
11.1	<b>REMS RE 50/50 Income - RREIX</b>	2,006,566	7.05%	14.92%
<b>22.2 %</b>	<b>Total Fixed Income</b>	<b>\$ 4,028,199</b>	<b>8.81%</b>	<b>19.24%</b>
	<i>Blended Fixed Index</i>		2.28%	15.43%
<b>2.8 %</b>	<b>Corporates</b>	<b>\$ 499,280</b>	<b>0.24%</b>	<b>3.75%</b>
	<i>BC Credit</i>		2.75%	7.46%
2.8	<b>FNMA 7/30/2019</b>	499,280	0.24%	3.75%
<b>0.1 %</b>	<b>Municipal Bonds</b>	<b>\$ 10,027</b>	<b>0.00%</b>	<b>2.63%</b>
	<i>BC 3 Yr Muni</i>		0.24%	1.90%
0.1	<b>Tampa FI, Alleghany Health</b>	10,027	0.00%	2.63%
<b>19.4 %</b>	<b>Hybrid Securities</b>	<b>\$ 3,518,892</b>	<b>12.44%</b>	<b>29.85%</b>
	<i>ML All Invest ex Man VOA1</i>		2.22%	16.59%
19.4	<b>Tortoise MLP</b>	3,518,892	12.44%	29.85%
<b>9.2 %</b>	<b>Other</b>	<b>\$ 1,659,517</b>	<b>0.07%</b>	<b>0.15%</b>
7.7	<b>TexPool Series 0001</b>	1,387,464	0.01%	0.03%
1.4	<b>CD- Sallie Mae</b>	248,000	0.43%	0.85%
0.1	<b>Cash in Bank- Trustmark</b>	24,053	0.00%	0.00%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

\*Currently the policy benchmark is a blend of 27% S&P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&P Developed Ex-US SC, 4.5% BC Gov/Credit, 7% 91-Day T-Bill, and 23.5% BC Aggregate.

**Sul Ross State University**  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$17,615,277	\$1,582,746	-\$1,514,881	\$80,849	-\$18,570	\$384,705	\$18,130,125
<b>Domestic Equity</b>	\$8,395,300	\$4,517	-\$8,484	\$15,901	-\$8,992	\$1,261	\$8,399,503
Parnassus Equity Income - PRILX	\$1,458,834			\$4,629	-\$98	\$80,269	\$1,543,634
Vanguard Institl Index - VINIX	\$1,448,991			\$6,868	-\$98	\$50,563	\$1,506,324
Laudus Growth Investors -LGILX	\$1,603,242				-\$98	-\$56,921	\$1,546,223
Penn Capital Management	\$1,914,299	\$4,517	-\$4,678	\$2,479	-\$4,762	-\$55,455	\$1,856,401
Quantum Capital Management	\$1,969,934		-\$3,806	\$1,925	-\$3,938	-\$17,194	\$1,946,922
<b>International Equity</b>	\$2,031,766	\$0	\$0	\$0	-\$195	\$4,768	\$2,036,339
Hancock Horizon - HHDTX	\$1,215,785				-\$98	\$20,885	\$1,236,572
Franklin Intl SCG - FKSCX	\$815,981				-\$98	-\$16,116	\$799,767
<b>Real Estate</b>	\$1,874,367	\$0	\$0	\$25,573	-\$250	\$106,876	\$2,006,566
REMS RE 50/50 Income - RREIX	\$1,874,367			\$25,573	-\$250	\$106,876	\$2,006,566
<b>Total Fixed Income</b>	\$2,230,535	\$1,504,441	-\$4,608	\$38,165	-\$9,133	\$268,799	\$4,028,199
<b>Corporates</b>	\$498,105	\$0	\$0	\$0	\$0	\$1,175	\$499,280
FNMA 7/30/2019	\$498,105					\$1,175	\$499,280
<b>Municipal Bonds</b>	\$10,027	\$0	\$0	\$0	\$0	\$0	\$10,027
Tampa FI, Alleghany Health	\$10,027						\$10,027
<b>Hybrid Securities</b>	\$1,722,403	\$1,504,441	-\$4,608	\$38,165	-\$9,133	\$267,624	\$3,518,892
Tortoise MLP	\$1,722,403	\$1,504,441	-\$4,608	\$38,165	-\$9,133	\$267,624	\$3,518,892
<b>Other</b>	\$3,083,310	\$73,787	-\$1,501,789	\$1,209	\$0	\$3,000	\$1,659,517
TexPool Series 0001	\$2,810,520	\$73,787	-\$1,500,000	\$158		\$3,000	\$1,387,464
CD- Sallie Mae	\$248,000		-\$1,051	\$1,051			\$248,000
Cash in Bank- Trustmark	\$24,790	\$0	-\$738	\$0		\$0	\$24,053

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# STATEMENT OF ACCOUNT

Statement Period	05/01/2014 through 05/31/2014
Account Number	1044005716

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
24,000.87	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	24,000.87	24,000.87	1	0.20
		<b>24,000.87</b>	<b>24,000.87</b>	<b>1</b>	<b>0.20</b>
<b>MUTUAL FUNDS EQUITY</b>					
144,149.861	CUSIP # 981477102 REMS REAL ESTATE INCOME 50/50 FUND LAST PRICED: 05/31/2014	2,006,566.07	2,011,171.32	99	0.00
		<b>2,006,566.07</b>	<b>2,011,171.32</b>	<b>99</b>	<b>0.00</b>
	<b>TOTAL INVESTMENTS</b>	<b>2,030,566.94</b>			
	<b>CASH</b>	<b>0.00</b>			
	<b>DUE FROM BROKER</b>	<b>0.00</b>			
	<b>DUE TO BROKER</b>	<b>0.00</b>			
	<b>NET ASSETS</b>	<b>2,030,566.94</b>			
	<b>ACCRUED INCOME</b>	<b>0.20</b>			
	<b>TOTAL MARKET VALUE</b>	<b>2,030,567.14</b>			

# STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005725

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
52.22	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	52.22	52.22	0	0.00
		<b>52.22</b>	<b>52.22</b>	<b>0</b>	<b>0.00</b>
<b>MUTUAL FUNDS EQUITY</b>					
35,247.57	CUSIP # 353533888 FRANKLIN INTERNATIONAL SMALL CAP GROWTH FUND - ADV LAST PRICED: 05/31/2014	799,767.36	637,788.27	12	0.00
53,300.508	CUSIP # 41012R787 HANCOCK HORIZON DIVERSIFIED INTERNATIONAL FUND - IN LAST PRICED: 05/31/2014	1,236,571.79	1,118,270.11	19	0.00
83,851.554	CUSIP # 51855Q549 LAUDUS GROWTH INVESTORS U.S. LARGE CAP GROWTH FUND LAST PRICED: 05/31/2014	1,546,222.66	1,351,341.95	23	0.00
39,692.311	CUSIP # 701769408 PARNASSUS CORE EQUITY FUND - INS LAST PRICED: 05/31/2014	1,543,633.97	1,347,069.27	23	0.00
8,519.452	CUSIP # 922040100 VANGUARD INSTITUTIONAL INDEX FD 94 LAST PRICED: 05/31/2014	1,506,324.31	1,279,278.30	23	0.00
		<b>6,632,520.09</b>	<b>5,733,747.90</b>	<b>100</b>	<b>0.00</b>

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# STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005725

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	6,632,572.31			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	6,632,572.31			
	ACCRUED INCOME	0.00			
	TOTAL MARKET VALUE	6,632,572.31			

# STATEMENT OF ACCOUNT

Statement Period  
 Account Number

05/01/2014 through 05/31/2014  
 1044005930

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
5,902.95	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	5,902.95	5,902.95	0	0.10
		<b>5,902.95</b>	<b>5,902.95</b>	<b>0</b>	<b>0.10</b>
<b>COMMON STOCK</b>					
528	CUSIP # 00971T101 AKAMAI TECHNOLOGIES INC COM LAST PRICED: 05/31/2014	28,691.52	25,584.71	2	0.00
570	CUSIP # 035623107 ANN INC COM LAST PRICED: 05/31/2014	22,155.90	19,628.10	1	0.00
690	CUSIP # 05463D100 AXIALL CORP COM LAST PRICED: 05/31/2014	31,884.90	28,206.91	2	0.00
1,782	CUSIP # 103304101 BOYD GAMING CORP COM LAST PRICED: 05/31/2014	19,512.90	19,932.17	1	0.00
888	CUSIP # 122017106 BURLINGTON STORES INC COM LAST PRICED: 05/31/2014	25,236.96	23,743.94	1	0.00
698	CUSIP # 12467B304 C&J ENERGY SERVICES INC COM LAST PRICED: 05/31/2014	21,365.78	19,929.03	1	0.00
1,815	CUSIP # 127387108 CADENCE DESIGN COM LAST PRICED: 05/31/2014	30,292.35	24,470.19	2	0.00
377	CUSIP # 142339100 CARLISLE COMPANIES INC COM LAST PRICED: 05/31/2014	31,992.22	26,808.02	2	82.94

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## STATEMENT OF ACCOUNT

<b>Statement Period</b>	05/01/2014 through 05/31/2014
<b>Account Number</b>	1044005930

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
548	CUSIP # 14964U108 CAVIUM INC COM LAST PRICED: 05/31/2014	26,841.04	21,358.21	1	0.00
461	CUSIP # 15135B101 CENTENE CORP COM LAST PRICED: 05/31/2014	34,353.72	26,926.50	2	0.00
186	CUSIP # 16115Q308 CHART INDUSTRIES INC COM LAST PRICED: 05/31/2014	13,371.54	21,437.04	1	0.00
693	CUSIP # 205768203 COMSTOCK RESOURCES INC COM LAST PRICED: 05/31/2014	18,842.67	18,346.20	1	0.00
325	CUSIP # 229678107 CUBIST PHARMACEUTICALS INC COM LAST PRICED: 05/31/2014	21,645.00	20,478.51	1	0.00
409	CUSIP # 242309102 DEALERTRACK TECHNOLOGIES INC COM LAST PRICED: 05/31/2014	16,241.39	18,520.02	1	0.00
425	CUSIP # 261608103 DRESSER-RAND GROUP INC COM LAST PRICED: 05/31/2014	26,010.00	26,594.41	1	0.00
456	CUSIP # 29977A105 EVERCORE PARTNERS INC CL A COM LAST PRICED: 05/31/2014	25,098.24	21,296.16	1	114.00
1,385	CUSIP # 302693106 FXCM INC - A COM LAST PRICED: 05/31/2014	18,531.30	23,342.50	1	0.00
1,243	CUSIP # 31787A507 FINISAR CORPORATION COM LAST PRICED: 05/31/2014	29,521.25	28,008.25	2	0.00
2,080	CUSIP # 320517105 FIRST HORIZON NATIONAL CORP COM LAST PRICED: 05/31/2014	23,836.80	23,320.31	1	0.00

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## STATEMENT OF ACCOUNT

Statement Period  
 Account Number

05/01/2014 through 05/31/2014  
 1044005930

### Asset Detail As Of 05/31/2014

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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,115	CUSIP # 337915102 FIRSTMERIT CORP COM LAST PRICED: 05/31/2014	20,817.05	23,483.60	1	178.40
915	CUSIP # 34959E109 FORTINET INC COM LAST PRICED: 05/31/2014	20,560.05	17,968.04	1	0.00
527	CUSIP # 368736104 GENERAC HOLDINGS INC COM LAST PRICED: 05/31/2014	25,654.36	27,434.16	1	0.00
224	CUSIP # 371559105 GENESEE & WYOMING INC CL A COM LAST PRICED: 05/31/2014	21,806.40	20,571.30	1	0.00
542	CUSIP # 402635304 GULFPORT ENERGY CORPORATION COM LAST PRICED: 05/31/2014	33,349.26	33,216.41	2	0.00
1,353	CUSIP # 447011107 HUNTSMAN CORPORATION COM LAST PRICED: 05/31/2014	36,111.57	26,539.74	2	0.00
331	CUSIP # 45256B101 IMPAX LABORATORIES INC COM LAST PRICED: 05/31/2014	9,188.56	9,294.61	0	0.00
1,462	CUSIP # 46612J507 JDS UNIPHASE CORPORATION COM LAST PRICED: 05/31/2014	16,038.14	19,847.70	1	0.00
248	CUSIP # 48020Q107 JONES LANG LASALLE INC COM LAST PRICED: 05/31/2014	30,079.92	20,781.41	2	57.04
247	CUSIP # 497266106 KIRBY CORP COM LAST PRICED: 05/31/2014	27,305.85	20,061.34	1	0.00
1,388	CUSIP # 501014104 KRISPY KREME DOUGHNUTS INC COM LAST PRICED: 05/31/2014	26,149.92	27,353.10	1	0.00

## STATEMENT OF ACCOUNT

Statement Period      05/01/2014 through 05/31/2014  
 Account Number        1044005930

### Asset Detail As Of 05/31/2014

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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
487	CUSIP # 50212V100 LPL FINANCIAL HOLDINGS INC COM LAST PRICED: 05/31/2014	22,840.30	19,430.40	1	0.00
313	CUSIP # 521865204 LEAR CORPORATION COM LAST PRICED: 05/31/2014	27,559.65	22,056.54	1	0.00
922	CUSIP # 535919203 LIONS GATE ENTERTAINMENT CORP COM LAST PRICED: 05/31/2014	24,091.86	28,805.27	1	0.00
482	CUSIP # 58501N101 MEDIVATION INC COM LAST PRICED: 05/31/2014	35,104.06	28,511.30	2	0.00
454	CUSIP # 58502B106 MEDNAZ INC COM LAST PRICED: 05/31/2014	26,164.02	22,443.99	1	0.00
520	CUSIP # 62886E108 NCR CORP COM LAST PRICED: 05/31/2014	16,983.20	18,581.13	1	0.00
895	CUSIP # 62936P103 NPS PHARMACEUTICALS, INC LAST PRICED: 05/31/2014	27,861.35	22,553.57	2	0.00
748	CUSIP # 65336K103 NEXSTAR BROADCASTING GROUP INC CLASS A COM LAST PRICED: 05/31/2014	34,752.08	25,595.20	2	0.00
499	CUSIP # 688239201 OSHKOSH CORP LAST PRICED: 05/31/2014	26,970.95	28,455.79	1	0.00
632	CUSIP # 70959W103 PENSKE AUTO GROUP INC COM LAST PRICED: 05/31/2014	29,400.64	25,806.40	2	120.08
1,454	CUSIP # 720279108 PIER I IMPORTS INC COM LAST PRICED: 05/31/2014	25,604.94	30,729.08	1	0.00

## STATEMENT OF ACCOUNT

Statement Period      05/01/2014 through 05/31/2014  
 Account Number        1044005930

### Asset Detail As Of 05/31/2014

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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,196	CUSIP # 723456109 PINNACLE ENTERTAINMENT INC COM LAST PRICED: 05/31/2014	29,517.28	29,274.64	2	0.00
1,438	CUSIP # 742962103 PRIVATEBANCORP INC COM LAST PRICED: 05/31/2014	38,408.98	32,288.17	2	0.00
713	CUSIP # 74733T105 QLIK TECHNOLOGIES INC COM LAST PRICED: 05/31/2014	15,479.23	23,762.58	1	0.00
966	CUSIP # 74762E102 QUANTA SERVICES INC COM LAST PRICED: 05/31/2014	32,795.70	25,217.72	2	0.00
518	CUSIP # 75605Y106 REALOGY HOLDINGS CORP COM LAST PRICED: 05/31/2014	19,259.24	21,969.59	1	0.00
899	CUSIP # 762760106 RICE ENERGY INC COM LAST PRICED: 05/31/2014	28,525.27	19,567.36	2	0.00
558	CUSIP # 783764103 RYLAND GROUP INC COM LAST PRICED: 05/31/2014	21,036.60	20,213.30	1	0.00
1,877	CUSIP # 80874P109 SCIENTIFIC GAMES CORP-A COM LAST PRICED: 05/31/2014	16,799.15	28,381.86	1	0.00
1,320	CUSIP # 829226109 SINCLAIR BROADCAST GROUP INC CL A LAST PRICED: 05/31/2014	39,045.60	33,830.02	2	198.00
592	CUSIP # 831865209 A O SMITH CORP COM LAST PRICED: 05/31/2014	29,232.96	25,345.41	2	0.00
538	CUSIP # 848577102 SPIRIT AIRLINES INC COM LAST PRICED: 05/31/2014	31,782.35	23,853.22	2	0.00

# STATEMENT OF ACCOUNT

 Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005930

## Asset Detail As Of 05/31/2014

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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
843	CUSIP # 868157108 SUPERIOR ENERGY SVC INC COM LAST PRICED: 05/31/2014	27,979.17	23,317.08	2	0.00
445	CUSIP # 88033G407 TENET HEALTHCARE CORP COM LAST PRICED: 05/31/2014	20,915.00	17,551.87	1	0.00
1,500	CUSIP # 880770102 TERADYNE INC COM LAST PRICED: 05/31/2014	26,700.00	23,878.59	1	90.00
735	CUSIP # 880779103 TEREX CORP NEW COM LAST PRICED: 05/31/2014	28,268.10	21,468.79	2	0.00
285	CUSIP # 881609101 TESORO CORPORATION COM LAST PRICED: 05/31/2014	16,017.00	13,241.30	1	71.25
364	CUSIP # 896047503 TRIBUNE COMPANY COM LAST PRICED: 05/31/2014	28,828.80	28,260.70	2	0.00
308	CUSIP # 896818101 TRIUMPH GROUP INC COM LAST PRICED: 05/31/2014	21,344.40	22,681.12	1	12.32
954	CUSIP # 903293405 USG CORP COM NEW LAST PRICED: 05/31/2014	28,600.92	22,709.97	2	0.00
675	CUSIP # 92210H105 VANTIV INC CL A LAST PRICED: 05/31/2014	20,918.25	17,809.25	1	0.00
808	CUSIP # 92342Y109 VERIFONE HOLDINGS INC COM LAST PRICED: 05/31/2014	26,510.48	17,125.26	1	0.00
470	CUSIP # 966387102 WHITING PETROLEUM CORPORATION COM LAST PRICED: 05/31/2014	33,769.50	24,038.81	2	0.00

# STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005930

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,830	CUSIP # 97717P104 WISDOMTREE INVESTMENTS INC COM LAST PRICED: 05/31/2014	19,013.70	20,431.18	1	0.00
1,016	CUSIP # 989701107 ZIONS BANCORP COM LAST PRICED: 05/31/2014	29,047.44	29,150.67	2	0.00
385	CUSIP # G0450A105 ARCH CAPITAL GROUP LTD COM LAST PRICED: 05/31/2014	21,918.05	20,644.64	1	0.00
1,880	CUSIP # G67743107 ORIENT-EXPRESS HOTELS LTD CL A LAST PRICED: 05/31/2014	24,722.00	23,166.19	1	0.00
		<b>1,706,254.78</b>	<b>1,566,630.55</b>	<b>92</b>	<b>924.03</b>
	<b>FOREIGN STOCK</b>				
147	CUSIP # 59151K108 METHANEX CORP NO PAR COM LAST PRICED: 05/31/2014	8,393.70	9,047.04	0	0.00
645	CUSIP # 733174700 POPULAR INC COM LAST PRICED: 05/31/2014	19,466.10	19,743.56	1	0.00
809	CUSIP # G3727Q101 FREESCALE SEMICONDUCTOR LTD COM LAST PRICED: 05/31/2014	17,951.71	11,839.97	1	0.00
645	CUSIP # G4705A100 ICON PLC COM LAST PRICED: 05/31/2014	27,264.15	24,342.85	1	0.00
802	CUSIP # G66721104 NORWEGIAN CRUISE LINE HLDGS LTD COM LAST PRICED: 05/31/2014	27,067.50	25,417.49	1	0.00
1,598	CUSIP # Y7542C106 SCORPIO TANKERS INC COM LAST PRICED: 05/31/2014	14,493.86	18,482.81	1	143.82

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# STATEMENT OF ACCOUNT

 Statement Period  
 Account Number

 05/01/2014 through 05/31/2014  
 1044005930

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		114,637.02	108,873.72	6	143.82
	UNIT INVESTMENT TRUSTS				
864	CUSIP # 517942108 LASALLE HOTEL PROPERTIES COM SH BEN INT LAST PRICED: 05/31/2014	28,503.36	23,367.56	2	0.00
		28,503.36	23,367.56	2	0.00
	<b>TOTAL INVESTMENTS</b>	<b>1,855,298.11</b>			
	CASH	34.57			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	1,855,332.68			
	ACCRUED INCOME	1,067.95			
	<b>TOTAL MARKET VALUE</b>	<b>1,856,400.63</b>			

## STATEMENT OF ACCOUNT

Statement Period      05/01/2014 through 05/31/2014  
 Account Number        1044005734

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
25,985.43	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	25,985.43	25,985.43	1	0.19
		<b>25,985.43</b>	<b>25,985.43</b>	<b>1</b>	<b>0.19</b>
<b>COMMON STOCK</b>					
2,194	CUSIP # 00912X302 AIR LEASE CORPORATION COM LAST PRICED: 05/31/2014	90,524.44	58,850.10	5	0.00
840	CUSIP # 016255101 ALIGN TECHNOLOGY INC COM LAST PRICED: 05/31/2014	45,872.40	40,837.47	2	0.00
2,893	CUSIP # 024061103 AMERICAN AXLE & MFG HLDGS IN COM LAST PRICED: 05/31/2014	53,636.22	53,354.73	3	0.00
3,240	CUSIP # 04270V106 ARRIS GROUP INC COM LAST PRICED: 05/31/2014	107,276.40	52,875.83	6	0.00
445	CUSIP # 043436104 ASBURY AUTOMOTIVE GROUP INC COM LAST PRICED: 05/31/2014	28,764.80	28,670.46	1	0.00
1,016	CUSIP # 067806109 BARNES GROUP INC COM LAST PRICED: 05/31/2014	37,978.08	38,100.10	2	0.00
1,287	CUSIP # 089302103 BIG LOTS INC COM LAST PRICED: 05/31/2014	54,620.28	44,286.64	3	0.00
558	CUSIP # 09061G101 BIOMARIN PHARMACEUTICAL INC COM LAST PRICED: 05/31/2014	32,341.68	36,571.48	2	0.00

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## STATEMENT OF ACCOUNT

Statement Period      05/01/2014 through 05/31/2014  
 Account Number        1044005734

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
4,364	CUSIP # 103304101 BOYD GAMING CORP COM LAST PRICED: 05/31/2014	47,785.80	45,561.91	2	0.00
7,112	CUSIP # 12008R107 BUILDERS FIRSTSOURCE INC COM LAST PRICED: 05/31/2014	51,064.16	51,611.78	3	0.00
2,370	CUSIP # 12621E103 CNO FINANCIAL GROUP, INC COM LAST PRICED: 05/31/2014	38,228.10	34,485.16	2	0.00
2,718	CUSIP # 132011107 CAMBREX CORP COM LAST PRICED: 05/31/2014	58,409.82	58,314.42	3	0.00
744	CUSIP # 14149Y108 CARDINAL HEALTH INC COM LAST PRICED: 05/31/2014	52,548.72	51,557.34	3	0.00
511	CUSIP # 171798101 CIMAREX ENERGY CO COM LAST PRICED: 05/31/2014	65,985.43	42,736.97	3	81.76
1,955	CUSIP # 211171103 CONTINENTAL BLDG PRODUCTS INC COM LAST PRICED: 05/31/2014	30,282.95	31,760.15	2	0.00
1,536	CUSIP # 237266101 DARLING INGREDIENTS INC COM LAST PRICED: 05/31/2014	30,704.64	32,853.96	2	0.00
568	CUSIP # 29265N108 ENERGEN CORP COM LAST PRICED: 05/31/2014	48,495.84	46,100.70	2	85.20
845	CUSIP # 294429105 EQUIFAX INC COM LAST PRICED: 05/31/2014	59,817.55	53,066.76	3	211.25
2,397	CUSIP # 346233109 FORESTAR GROUP INC COM LAST PRICED: 05/31/2014	41,755.74	49,624.61	2	0.00

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# STATEMENT OF ACCOUNT

 Statement Period  
 Account Number

 05/01/2014 through 05/31/2014  
 1044005734

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,313	CUSIP # 34959E109 FORTINET INC COM LAST PRICED: 05/31/2014	29,503.11	28,844.51	2	0.00
1,742	CUSIP # 419596101 HAVERTY FURNITURE COM LAST PRICED: 05/31/2014	43,602.26	44,056.05	2	0.00
1,494	CUSIP # 45841N107 INTERACTIVE BROKERS GRO-CL A COM LAST PRICED: 05/31/2014	34,391.88	26,318.30	2	149.40
565	CUSIP # 482480100 KLA-TENCOR CORPORATION COM LAST PRICED: 05/31/2014	37,018.80	34,886.05	2	254.25
2,742	CUSIP # 50077C106 KRATON PERFORMANCE POLYMERS INC COM LAST PRICED: 05/31/2014	68,193.54	53,345.06	4	0.00
455	CUSIP # 55003T107 LUMBER LIQUIDATORS HOLDINGS INC COM LAST PRICED: 05/31/2014	35,344.40	36,484.95	2	0.00
1,848	CUSIP # 573075108 MARTEN TRANSPORT COM LAST PRICED: 05/31/2014	44,518.32	45,945.72	2	0.00
968	CUSIP # 626755102 MURPHY USA INC COM LAST PRICED: 05/31/2014	49,251.84	39,237.88	3	0.00
1,043	CUSIP # 628530107 MYLAN, INC. COM LAST PRICED: 05/31/2014	51,983.12	46,858.78	3	0.00
1,803	CUSIP # 69370C100 PTC INC COM LAST PRICED: 05/31/2014	66,350.40	49,664.54	3	0.00
793	CUSIP # 78709Y105 SAIA INC COM LAST PRICED: 05/31/2014	34,558.94	35,462.64	2	0.00

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# STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005734

## Asset Detail As Of 05/31/2014

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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
679	CUSIP # 82966C103 SIRONA DENTAL SYSTEMS INC COM LAST PRICED: 05/31/2014	51,074.38	44,964.19	3	0.00
652	CUSIP # 83421A104 SOLERA HOLDINGS INC COM LAST PRICED: 05/31/2014	42,543.00	35,384.04	2	110.84
866	CUSIP # 87157D109 SYNAPTICS INC COM LAST PRICED: 05/31/2014	58,957.28	35,718.00	3	0.00
1,737	CUSIP # 896239100 TRIMBLE NAVIGATION COM LAST PRICED: 05/31/2014	62,653.59	45,014.01	3	0.00
518	CUSIP # 91307C102 UNITED THERAPEUTICS CORPORATION COM LAST PRICED: 05/31/2014	49,593.32	38,055.75	3	0.00
15,036	CUSIP # 92886T201 VONAGE HOLDINGS CORPORATION COM LAST PRICED: 05/31/2014	57,136.80	56,479.73	3	0.00
	CUSIP # 963320106 WHIRLPOOL CORP COM LAST PRICED: 05/31/2014	0.00	0.00	0	279.00
868	CUSIP # 969904101 WILLIAMS SONOMA INC COM LAST PRICED: 05/31/2014	58,086.56	51,819.60	3	0.00
		<b>1,850,854.59</b>	<b>1,599,760.37</b>	<b>95</b>	<b>1,171.70</b>
<b>FOREIGN STOCK</b>					
966	CUSIP # 59151K108 METHANEX CORP NO PAR COM LAST PRICED: 05/31/2014	55,158.60	53,826.39	3	0.00
		<b>55,158.60</b>	<b>53,826.39</b>	<b>3</b>	<b>0.00</b>



## STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005734

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	1,931,998.62			
	CASH	0.00			
	DUE FROM BROKER	437,386.65			
	DUE TO BROKER	423,635.48			
	NET ASSETS	1,945,749.79			
	ACCRUED INCOME	1,171.89			
	TOTAL MARKET VALUE	1,946,921.68			

## STATEMENT OF ACCOUNT

Statement Period  
Account Number

05/01/2014 through 05/31/2014  
1044005921

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
68,862.98	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	68,862.98	68,862.98	2	0.52
		<b>68,862.98</b>	<b>68,862.98</b>	<b>2</b>	<b>0.52</b>
<b>COMMON STOCK</b>					
2,119	CUSIP # 00434L109 ACCESS MIDSTREAM PARTNERS LP COM LAST PRICED: 05/31/2014	133,475.81	109,786.18	4	0.00
2,956	CUSIP # 118230101 BUCKEYE PARTNERS LP LTD PARTNSHP INTS LAST PRICED: 05/31/2014	231,927.76	214,463.80	7	0.00
2,231	CUSIP # 23311P100 DCP MIDSTREAM PARTNERS, LP COM LAST PRICED: 05/31/2014	119,827.01	112,308.56	3	0.00
1,373	CUSIP # 26885B100 EQT MIDSTREAM PARTNERS LP COM LAST PRICED: 05/31/2014	112,778.22	88,746.30	3	0.00
759	CUSIP # 29273R109 ENERGY TRANSFER PARTNERS LP COM LAST PRICED: 05/31/2014	42,746.88	40,712.98	1	0.00
5,360	CUSIP # 29273V100 ENERGY TRANSFER EQUITY LP COM LAST PRICED: 05/31/2014	273,145.60	207,503.11	8	0.00
1,140	CUSIP # 29336U107 ENLINK MIDSTREAM PARTNERS LP COM LAST PRICED: 05/31/2014	34,735.80	33,620.08	1	0.00
4,427	CUSIP # 293792107 ENTERPRISE PRODUCTS PARTNERS COM LAST PRICED: 05/31/2014	331,228.14	288,101.30	9	0.00

## STATEMENT OF ACCOUNT

Statement Period  
Account Number

05/01/2014 through 05/31/2014  
1044005921

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,650	CUSIP # 371927104 GENESIS ENERGY L.P. COM LAST PRICED: 05/31/2014	94,050.00	86,269.58	3	0.00
1,059	CUSIP # 55336V100 MPLX LP COM LAST PRICED: 05/31/2014	60,532.44	43,089.18	2	0.00
4,382	CUSIP # 559080106 MAGELLAN MIDS TREAM PARTNERS COM LAST PRICED: 05/31/2014	358,798.16	276,746.24	10	0.00
2,354	CUSIP # 570759100 MARKWEST ENERGY PARTNERS L P COM LAST PRICED: 05/31/2014	145,830.30	155,279.20	4	0.00
629	CUSIP # 678049107 OILTANKING PARTNERS LP COM LAST PRICED: 05/31/2014	56,043.90	37,959.46	2	0.00
2,401	CUSIP # 682680103 ONEOK INC NEW COM LAST PRICED: 05/31/2014	154,840.49	141,329.09	4	0.00
459	CUSIP # 718549207 PHILLIPS 66 PARTNERS LP COM LAST PRICED: 05/31/2014	27,792.45	17,372.93	1	0.00
5,277	CUSIP # 726503105 PLAINS ALL AMERN PIPELINE LP COM LAST PRICED: 05/31/2014	297,992.19	284,456.17	8	0.00
915	CUSIP # 72651A108 PLAINS GP HOLDINGS LP CLASS A COM LAST PRICED: 05/31/2014	25,254.00	22,765.13	1	0.00
3,021	CUSIP # 75885Y107 REGENCY ENERGY PARTNERS LP COM LAST PRICED: 05/31/2014	83,983.80	82,538.00	2	0.00
1,703	CUSIP # 847560109 SPECTRA ENERGY CORPORATION COM LAST PRICED: 05/31/2014	69,107.74	62,272.50	2	570.51

## STATEMENT OF ACCOUNT

Statement Period  
Account Number

05/01/2014 through 05/31/2014  
1044005921

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
2,421	CUSIP # 84756N109 SPECTRA ENERGY PARTNERS LP COM LAST PRICED: 05/31/2014	126,981.45	116,587.75	4	0.00
2,299	CUSIP # 86764L108 SUNOCO LOGISTICS PARTNERS L.P. COM LAST PRICED: 05/31/2014	211,508.00	175,595.96	6	0.00
1,120	CUSIP # 87611X105 TARGA RESOURCES PARTNERS LP COM LAST PRICED: 05/31/2014	76,115.20	59,925.27	2	0.00
1,456	CUSIP # 88160T107 TESORO LOGISTICS LP COM LAST PRICED: 05/31/2014	101,483.20	84,550.30	3	0.00
588	CUSIP # 91914J102 VALERO ENERGY PARTNERS LP COM LAST PRICED: 05/31/2014	26,124.84	18,971.84	1	0.00
1,843	CUSIP # 958254104 WESTERN GAS PARTNERS LP COM LAST PRICED: 05/31/2014	132,677.57	117,564.02	4	0.00
869	CUSIP # 95825R103 WESTERN GAS EQUITY PARTNERS LP COM LAST PRICED: 05/31/2014	45,153.24	37,220.70	1	0.00
1,604	CUSIP # 969457100 WILLIAMS COMPANIES INC COM LAST PRICED: 05/31/2014	75,323.84	62,047.17	2	0.00
		<b>3,449,458.03</b>	<b>2,977,782.80</b>	<b>98</b>	<b>570.51</b>



SUL ROSS STATE UNIVERSITY/  
TORTOISE CAPITAL ADVISORS/  
TNB CUSTODIAN

## STATEMENT OF ACCOUNT

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Statement Period  
Account Number

05/01/2014 through 05/31/2014  
1044005921

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	3,518,321.01			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	3,518,321.01			
	ACCRUED INCOME	571.03			
	TOTAL MARKET VALUE	3,518,892.04			

**Texas State University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value		Ending Market Value		Book Balance		Quarter Ending 05/31/14	
				As of 02/28/14	As of 05/31/14	As of 05/31/14	As of 05/31/14	Investment Income	Return		
<b>Operating Funds</b>											
Cash In Bank				\$ 17,437,373.61	\$ 19,569,711.05	\$ 19,569,711.05	\$ 19,569,711.05	\$	\$	238.30	0.00%
Cash In State Treasury				\$ 18,663,660.21	\$ 10,041,595.00	\$ 10,041,595.00	\$ 10,041,595.00	\$	\$	14,104.67	0.08%
TexPool Series 0009	General Account			\$ 211,378,083.72	\$ 161,723,605.53	\$ 161,723,605.53	\$ 161,723,605.53	\$	\$	13,021.27	0.01%
TexPool Series 0011				\$ 142,431.87	\$ 142,442.33	\$ 142,442.33	\$ 142,442.33	\$	\$	10.46	0.01%
				<b>Totals</b>	<b>\$ 247,621,549.41</b>	<b>\$ 191,477,353.91</b>	<b>\$ 191,477,353.91</b>	<b>\$ 191,477,353.91</b>	<b>\$</b>	<b>27,374.70</b>	<b>0.01%</b>
										<b>6 Month T-Bill</b>	<b>0.03%</b>

<b>Non-Operating Funds</b>											
Cash in Bank				\$ 158,362.84	\$ 77,380.11	\$ 77,380.11	\$ 77,380.11	\$	\$	-	0.00%
TexPool Series 0025	TRB-08			\$ 3,490,323.91	\$ 400,366.19	\$ 400,366.19	\$ 400,366.19	\$	\$	192.28	0.01%
TexPool Series 0028	North Housing			\$ 6,085,853.62	\$ 5,170,541.38	\$ 5,170,541.38	\$ 5,170,541.38	\$	\$	418.51	0.01%
TexPool Series 0029	TSUS-11			\$ 823,753.43	\$ 652,830.66	\$ 652,830.66	\$ 652,830.66	\$	\$	55.85	0.01%
TexPool Series 0070	TSUS-13			\$ 24,543,291.06	\$ 19,061,536.55	\$ 19,061,536.55	\$ 19,061,536.55	\$	\$	1,688.66	0.01%
TexPool Series 0073	TSUS-12			\$ 5,249,925.10	\$ 4,078,073.25	\$ 4,078,073.25	\$ 4,078,073.25	\$	\$	346.15	0.01%
Sage Non-Operating	*Holdings Report Attached			\$ 79,204,079.34	\$ 79,316,757.12	\$ 79,316,757.12	\$ 78,933,662.70	\$	\$	317,593.55	0.19%
				<b>Totals</b>	<b>\$ 119,555,589.30</b>	<b>\$ 108,757,485.26</b>	<b>\$ 108,374,390.84</b>	<b>\$ 108,374,390.84</b>	<b>\$</b>	<b>320,295.00</b>	<b>0.14%</b>
										<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>

Texas State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

William A. Nance 7/10/14  
 William A. Nance  
 Vice President for Finance and Support Services



**STATEMENT OF ACCOUNT**

 Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005146

**Asset Detail As Of 05/31/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
1,620,517.92	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	1,620,517.92	1,620,517.92	2	18.89
		<b>1,620,517.92</b>	<b>1,620,517.92</b>	<b>2</b>	<b>18.89</b>
<b>US GOVT. OBLIGATIONS</b>					
80,000	CUSIP # 3135G0FY4 FED NATL MTG ASSN DTD 11/17/2011 .75% 12/19/2014 LAST PRICED: 05/31/2014	80,288.00	80,165.91	0	270.00
3,195,000	CUSIP # 3135G0GY3 FED NATL MTG ASSN DTD 01/09/2012 1.25% 01/30/2017 LAST PRICED: 05/31/2014	3,243,052.80	3,219,037.62	4	13,423.44
1,000,000	CUSIP # 3137EADC0 FED HOME LOAN MTG CORP DTD 01/30/2012 1% 03/08/2017 LAST PRICED: 05/31/2014	1,006,840.00	1,007,473.31	1	2,305.56
2,090,000	CUSIP # 912828C40 U S TREASURY NOTE DTD 03/31/2014 .375% 03/31/2016 LAST PRICED: 05/31/2014	2,092,612.50	2,092,537.86	3	1,320.45
8,530,000	CUSIP # 912828SC5 U S TREASURY NOTE DTD 01/31/2012 .875% 01/31/2017 LAST PRICED: 05/31/2014	8,579,985.80	8,551,550.31	11	24,947.89
11,475,000	CUSIP # 912828TL4 U S TREASURY NOTE DTD 08/31/2012 .25% 08/31/2014 LAST PRICED: 05/31/2014	11,480,393.25	11,476,330.67	14	7,369.99
5,950,000	CUSIP # 912828TP5 U S TREASURY NOTE DTD 09/15/2012 .25% 09/15/2015 LAST PRICED: 05/31/2014	5,956,485.50	5,953,284.77	8	3,152.85

## STATEMENT OF ACCOUNT

<b>Statement Period</b>	05/01/2014 through 05/31/2014
<b>Account Number</b>	1044005146

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
7,875,000	CUSIP # 912828UK4 U S TREASURY NOTE DTD 01/31/2013 .25% 01/31/2015 LAST PRICED: 05/31/2014	7,883,583.75	7,880,442.75	10	6,580.63
7,970,000	CUSIP # 912828VD9 U S TREASURY NOTE DTD 05/31/2013 .25% 05/31/2015 LAST PRICED: 05/31/2014	7,981,237.70	7,974,858.30	10	10,016.94
		<b>48,304,479.30</b>	<b>48,235,681.50</b>	<b>61</b>	<b>69,387.75</b>
<b>MORTGAGE BACKED SECURITIES</b>					
792,914.8	CUSIP # 31283KZW1 FED HOME LOAN MTG CORP POOL G11657 DTD 01/01/2005 4.5% 12/01/2018 LAST PRICED: 05/31/2014	842,416.47	835,796.48	1	2,973.43
398,704.6778	CUSIP # 31416BQM3 FED NATL MTG ASSN POOL 995160 DTD 11/01/2008 5% 09/01/2022 LAST PRICED: 05/31/2014	424,026.41	420,821.33	1	1,661.27
		<b>1,266,442.88</b>	<b>1,256,617.81</b>	<b>2</b>	<b>4,634.70</b>
<b>COLLATERALIZED MORTGAGE OBLIGATIONS</b>					
370,091.71	CUSIP # 3134G3KSS FED HOME LOAN MTG CORP SERIES 2012-1 CLASS A10 DTD 01/17/2012 2.06% 01/15/2022 LAST PRICED: 05/31/2014	374,162.72	372,831.75	0	338.84
263,090.26	CUSIP # 3136A3UV1 FED NATL MTG ASSN SERIES 2012-1 CLASS GB DTD 01/01/2012 2% 02/25/2022 LAST PRICED: 05/31/2014	267,116.59	268,849.23	0	423.87



# STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005146

## Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
439,353.51	CUSIP # 3137A9BB1 FED HOME LOAN MTG CORP SERIES 3846 CLASS CK DTD 04/01/2011 1.5% 09/15/2020 LAST PRICED: 05/31/2014	444,098.53	444,979.53	1	530.89
455,061.2	CUSIP # 31392EPW4 FED NATL MTG ASSN SERIES 2002-56 CLASS UC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 05/31/2014	479,599.47	478,894.01	1	2,016.17
952,526.27	CUSIP # 31393TJ49 FED NATL MTG ASSN SERIES 2003-112 CLASS AN DTD 10/01/2003 4% 11/25/2018 LAST PRICED: 05/31/2014	1,001,396.58	997,614.90	1	3,069.25
39,222.14	CUSIP # 31393VLG4 FED HOME LOAN MTG CORP SERIES 2635 CLASS DW DTD 06/01/2003 4% 01/15/2018 LAST PRICED: 05/31/2014	39,410.88	39,698.41	0	126.38
715,082.25	CUSIP # 31394W3P1 FED HOME LOAN MTG CORP SERIES 2770 CLASS TW DTD 03/01/2004 4.5% 03/15/2019 LAST PRICED: 05/31/2014	762,383.51	766,693.05	1	2,592.17
561,541.864	CUSIP # 31396QJS9 FED NATL MTG ASSN SERIES 2009-47 CLASS EG DTD 06/01/2009 4.5% 08/25/2019 LAST PRICED: 05/31/2014	593,203.28	591,394.07	1	2,035.59
432,665.62	CUSIP # 31397MHG5 FED NATL MGT ASSN SERIES 2008-70 CLASS BY DTD 07/01/2008 4% 08/25/2023 LAST PRICED: 05/31/2014	455,665.69	456,465.75	1	1,394.14
89,204.47	CUSIP # 31398F3T6 FEDERAL NATL MTG ASSN SER 2009-88 CL DB DTD 10/01/2009 3% 10/25/2020 LAST PRICED: 05/31/2014	91,944.47	92,059.61	0	223.01



## STATEMENT OF ACCOUNT

Statement Period 05/01/2014 through 05/31/2014  
Account Number 1044005146

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
123,951.64	CUSIP # 31398MVN3 FED NATL MTG ASSN SERIES 2010-19 CLASS VA DTD 02/01/2010 5% 02/25/2021 LAST PRICED: 05/31/2014	124,185.78	127,465.18	0	499.25
684,174.81	CUSIP # 31398PMK2 FED NATL MTG ASSN SERIES 2010-45 CLASS AH 2.25% 02/25/2021 LAST PRICED: 05/31/2014	698,386.49	699,748.12	1	1,240.07
185,629.33	CUSIP # 31398T3R0 FED NATL MTG ASSN SERIES 2010-99 CLASS YA DTD 08/01/2010 2% 09/25/2020 LAST PRICED: 05/31/2014	187,635.43	189,183.88	0	299.07
		<b>5,519,189.42</b>	<b>5,525,877.49</b>	<b>7</b>	<b>14,788.70</b>
<b>CORPORATE BONDS</b>					
625,000	CUSIP # 001055AH5 AFLAC INC DTD 02/10/2012 2.65% 02/15/2017 LAST PRICED: 05/31/2014	651,387.50	649,355.80	1	4,876.74
950,000	CUSIP # 00206RAV4 AT&T INC 07/30/2010 2.5% 08/15/2015 LAST PRICED: 05/31/2014	972,667.00	970,663.99	1	6,993.06
365,000	CUSIP # 0258M0CZ0 AMERICAN EXPRESS CREDIT CORP DTD 08/25/2009 5.125% 08/25/2014 LAST PRICED: 05/31/2014	369,018.65	369,057.15	0	4,988.33
400,000	CUSIP # 0258M0DD8 AMERICAN EXPRESS CREDIT CORP MED TERM NT DTD 03/26/2012 2.375% 03/24/2017 LAST PRICED: 05/31/2014	414,976.00	411,192.55	1	1,768.06

**STATEMENT OF ACCOUNT**

 Statement Period  
 Account Number

 05/01/2014 through 05/31/2014  
 1044005146

**Asset Detail As Of 05/31/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
715,000	CUSIP # 0258MODE6 AMERICAN EXPRESS CREDIT CORP DTD 06/12/2012 1.75% 06/12/2015 LAST PRICED: 05/31/2014	725,088.65	724,986.20	1	5,873.92
395,000	CUSIP # 02665WAB7 AMERICAN HONDA FINANCE CORP DTD 10/10/2013 1.125% 10/07/2016 LAST PRICED: 05/31/2014	398,724.85	393,907.85	1	666.56
940,000	CUSIP # 03523TBM9 ANHEUSER BUSCH INBEV WORLDWIDE DTD 07/16/2012 .8% 07/15/2015 LAST PRICED: 05/31/2014	943,675.40	943,680.77	1	2,840.89
500,000	CUSIP # 03524BAD8 ANHEUSER-BUSCH INBEV FIN DTD 01/27/2014 .4286% 01/27/2017 LAST PRICED: 05/31/2014	500,670.00	500,172.59	1	208.35
595,000	CUSIP # 037833AH3 APPLE INC DTD 05/03/2013 .45% 05/03/2016 LAST PRICED: 05/31/2014	595,136.85	593,917.05	1	208.25
595,000	CUSIP # 05565QCA4 BP CAPITAL MARKETS PLC DTD 11/06/2012 .7% 11/06/2015 LAST PRICED: 05/31/2014	597,290.75	595,337.06	1	289.24
515,000	CUSIP # 05574LTW8 BNP PARIBAS DTD 12/12/2013 1.25% 12/12/2016 LAST PRICED: 05/31/2014	516,812.80	514,469.55	1	3,022.05
765,000	CUSIP # 06406HBN8 BANK OF NEW YORK MELLON DTD 11/16/2009 3.1% 01/15/2015 LAST PRICED: 05/31/2014	778,089.15	771,654.24	1	8,959.00
565,000	CUSIP # 06406HCF4 BANK OF NEW YORK MELLON DTD 10/25/2012 .45585% 10/23/2015 LAST PRICED: 05/31/2014	566,158.25	565,291.32	1	279.02



## STATEMENT OF ACCOUNT

Statement Period  
Account Number

05/01/2014 through 05/31/2014  
1044005146

### Asset Detail As Of 05/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
740,000	CUSIP # 073902KF4 BEAR STEARNS CO INC DTD 10/31/2005 5.3% 10/30/2015 LAST PRICED: 05/31/2014	787,870.60	762,422.69	1	3,377.28
375,000	CUSIP # 134429AX7 CAMPBELL SOUP CO DTD 08/02/2012 08/01/2014 LAST PRICED: 05/31/2014	375,206.25	375,167.78	0	0.00
305,000	CUSIP # 14912LSU1 CATERPILLAR FINANCIAL SE DTD 08/30/2013 .37935% 08/28/2015 LAST PRICED: 05/31/2014	305,262.30	305,235.77	0	12.86
525,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 05/31/2014	570,491.25	569,631.76	1	7,940.63
350,000	CUSIP # 20030NAL5 COMCAST CORPORATION DTD 03/02/2006 5.9% 03/15/2016 LAST PRICED: 05/31/2014	383,078.50	382,083.17	0	4,359.44
435,000	CUSIP # 24422ESD2 JOHN DEERE CAPITAL CORP DTD 10/11/2013 1.05% 10/11/2016 LAST PRICED: 05/31/2014	437,953.65	434,447.55	1	634.38
1,035,000	CUSIP # 36962G5W0 GENERAL ELEC CAP CORP SERIES MTN DTD 04/27/2012 2.3% 04/27/2017 LAST PRICED: 05/31/2014	1,069,486.20	1,062,892.92	1	2,248.25
335,000	CUSIP # 373334GE5 GEORGIA POWER COMPANY DTD 06/12/2007 5.7% 06/01/2017 LAST PRICED: 05/31/2014	378,137.95	380,039.05	0	9,547.50
585,000	CUSIP # 377373AB1 GLAXOSMITHKLINE CAPITAL DTD 05/09/2012 .75% 05/08/2015 LAST PRICED: 05/31/2014	587,176.20	585,876.19	1	280.31

**STATEMENT OF ACCOUNT**

 Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005146

**Asset Detail As Of 05/31/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
595,000	CUSIP # 458140AL4 INTEL CORP DTD 12/11/2012 1.35% 12/15/2017 LAST PRICED: 05/31/2014	595,862.75	594,262.20	1	3,703.88
415,000	CUSIP # 59156RAU2 METLIFE INC DTD 05/29/2009 6.75% 06/01/2016 LAST PRICED: 05/31/2014	463,974.15	462,157.61	1	14,006.25
515,000	CUSIP # 695114BY3 PACIFICORP DTD 08/24/2004 4.95% 08/15/2014 LAST PRICED: 05/31/2014	519,753.45	519,510.42	1	7,506.13
400,000	CUSIP # 74456QAY2 PUBLIC SERVICE ELEC & GAS DTD 08/16/2011 .85% 08/15/2014 LAST PRICED: 05/31/2014	400,444.00	400,533.80	1	1,001.11
395,000	CUSIP # 822582AR3 SHELL INTERNATIONAL FIN DTD 08/21/2012 1.125% 08/21/2017 LAST PRICED: 05/31/2014	395,339.70	394,348.25	0	1,234.38
380,000	CUSIP # 824348AN6 SHERWIN WILLIAMS CO DTD 12/21/2009 3.125% 12/15/2014 LAST PRICED: 05/31/2014	385,627.80	385,653.29	0	5,475.69
595,000	CUSIP # 828807CC9 SIMON PROPERTY GROUP LP DTD 01/25/2010 4.2% 02/01/2015-2014 LAST PRICED: 05/31/2014	604,222.50	606,679.58	1	8,330.00
595,000	CUSIP # 89236TBD6 TOYOTA MOTOR CREDIT CORP DTD 03/05/2014 .75% 03/03/2017-2016 LAST PRICED: 05/31/2014	592,959.15	593,215.00	1	1,066.04
495,000	CUSIP # 91324PBX9 UNITEDHEALTH GROUP INC DTD 10/22/2012 .85% 10/15/2015 LAST PRICED: 05/31/2014	497,569.05	496,013.73	1	537.63

**STATEMENT OF ACCOUNT**

 Statement Period 05/01/2014 through 05/31/2014  
 Account Number 1044005146

**Asset Detail As Of 05/31/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
395,000	CUSIP # 92857WAX8 VODAFONE GROUP PLC DTD 03/20/2012 1.625% 03/20/2017-2012 LAST PRICED: 05/31/2014	399,949.35	398,995.19	1	1,265.92
790,000	CUSIP # 94974BFG0 WELLS FARGO AND CO DTD 12/26/2012 1.5% 01/16/2018 LAST PRICED: 05/31/2014	789,518.10	787,092.80	1	4,443.75
		<b>18,569,578.75</b>	<b>18,499,944.87</b>	<b>23</b>	<b>117,944.90</b>
<b>FOREIGN BONDS-NOTES &amp; DEBENTURES</b>					
590,000	CUSIP # 055451AN8 BHP BILLITON FIN USA LTD DTD 02/24/2012 1% 02/24/2015 LAST PRICED: 05/31/2014	593,186.00	592,635.23	1	1,589.72
600,000	CUSIP # 06366RJH9 BANK OF MONTREAL DTD 11/06/2012 .8% 11/06/2015 LAST PRICED: 05/31/2014	603,162.00	599,964.00	1	333.33
750,000	CUSIP # 064159EK8 BANK OF NOVA SCOTIA DTD 04/11/2014 1.25% 04/11/2017 LAST PRICED: 05/31/2014	754,462.50	749,407.50	1	1,302.08
495,000	CUSIP # 76720AAL0 RIO TINTO FIN USA PLC DTD 06/19/2013 1.375% 06/17/2016 LAST PRICED: 05/31/2014	501,360.75	495,705.01	1	3,100.63
750,000	CUSIP # 78008K5V1 ROYAL BANK OF CANADA DTD 04/19/2011 2.875% 04/19/2016 LAST PRICED: 05/31/2014	782,940.00	777,839.17	1	2,515.63
580,000	CUSIP # 78010UNX1 ROYAL BANK OF CANADA DTD 01/23/2014 1.2% 01/23/2017 LAST PRICED: 05/31/2014	583,346.60	579,472.20	1	2,474.67

Texas State University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 55,140,497</b>	<b>2.02%</b>	<b>15.85%</b>
	<i>Total Blended Index</i>		1.51%	13.00%
<b>69.0 %</b>	<b>All Equity Composite</b>	<b>\$ 38,064,800</b>	<b>1.24%</b>	<b>17.67%</b>
	<i>Blended Equity Index</i>		2.82%	18.96%
<b>55.8 %</b>	<b>Domestic Equity</b>	<b>\$ 30,745,795</b>	<b>1.49%</b>	<b>18.22%</b>
	<i>Russell 3000</i>		2.84%	19.13%
8.5	<b>Banyan Partners LCG - SA</b>	4,692,795	1.30%	21.70%
8.8	<b>Seizert LCV - SA</b>	4,855,526	3.92%	17.38%
10.3	<b>Vanguard S&amp;P 500 Index - VIFSX</b>	5,673,261	3.96%	19.59%
14.6	<b>APEX SMIDG - SA</b>	8,064,805	-1.31%	19.46%
13.5	<b>Systematic SMIDV - SA</b>	7,459,408	1.21%	20.36%
<b>13.3 %</b>	<b>International Equity</b>	<b>\$ 7,319,004</b>	<b>0.12%</b>	<b>14.31%</b>
	<i>MSCI EAFE</i>		2.73%	18.25%
7.6	<b>Hancock Horizon Div - HHDTX</b>	4,201,731	1.71%	13.89%
5.7	<b>Franklin Intl SCG - FKSCX</b>	3,117,274	-1.99%	14.78%
<b>5.8 %</b>	<b>Real Estate</b>	<b>\$ 3,220,485</b>	<b>7.05%</b>	<b>14.92%</b>
	<i>FTSE NAREIT</i>		6.06%	19.22%
5.8	<b>REMS RE Income - RREIX</b>	3,220,485	7.05%	14.92%
<b>24.3 %</b>	<b>Total Fixed Income</b>	<b>\$ 13,407,750</b>	<b>3.81%</b>	<b>9.24%</b>
	<i>Blended Fixed Index</i>		1.95%	9.01%
<b>10.3 %</b>	<b>Corporates</b>	<b>\$ 5,692,934</b>	<b>1.63%</b>	<b>4.25%</b>
	<i>BC Credit</i>		2.75%	7.46%
10.3	<b>Sage FI</b>	5,692,934	1.63%	4.25%
<b>5.4 %</b>	<b>Money Markets</b>	<b>\$ 2,999,758</b>	<b>0.15%</b>	<b>0.61%</b>
	<i>91-Day T-Bill</i>		0.01%	0.04%
0.6	<b>Endowment Cash Account</b>	323,289	0.00%	0.00%
4.9	<b>RidgeWorth UltraShort - SIGVX</b>	2,676,469	0.17%	0.68%
<b>8.6 %</b>	<b>Hybrid Securities</b>	<b>\$ 4,715,058</b>	<b>6.92%</b>	<b>18.79%</b>
	<i>ML All Invest ex Man V0A1</i>		2.22%	16.59%
4.0	<b>Cutler Converts - SA</b>	2,182,470	0.82%	6.40%
4.6	<b>Tortoise MLP</b>	2,532,589	12.18%	29.47%
<b>0.8 %</b>	<b>Other</b>	<b>\$ 447,462</b>	<b>0.01%</b>	<b>0.02%</b>
0.0	<b>Cash in Bank</b>	8,829	0.00%	0.00%
0.8	<b>TexPool Series 0023</b>	437,422	0.01%	0.02%
0.0	<b>Money Market Sweep</b>	1,211	0.00%	0.00%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

\*Currently the Total Blended Index consists of 23.1% S&P 500, 22.2% Russell 2500, 9.2% MSCI EAFE, 5.5% S&P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 28% BC Aggregate, 3% 91-Day T-Bill, and 4% ML 6 Month T-Bill.

**Texas State University**  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$54,072,583	\$218,314	-\$200,244	\$224,614	-\$64,497	\$889,728	\$55,140,497
<b>All Equity Composite</b>	\$37,600,109	\$57,153	-\$40,860	\$121,126	-\$49,710	\$376,981	\$38,064,800
<b>Domestic Equity</b>	\$30,288,540	\$57,153	-\$40,860	\$121,126	-\$49,154	\$368,990	\$30,745,795
Banyan Partners LCG - SA	\$4,632,826		-\$229	\$14,576	-\$7,740	\$53,361	\$4,692,795
Seizert LCV - SA	\$4,654,923	\$24,352	-\$6,812	\$43,009	-\$6,928	\$146,983	\$4,855,526
Vanguard S&P 500 Index - VIFSX	\$5,457,349			\$24,893	-\$278	\$191,296	\$5,673,261
APEX SMIDG - SA	\$8,172,456	\$17,186	-\$17,713	\$12,958	-\$17,917	-\$102,165	\$8,064,805
Systematic SMIDV - SA	\$7,370,985	\$15,615	-\$16,106	\$25,690	-\$16,291	\$79,515	\$7,459,408
<b>International Equity</b>	\$7,311,569	\$0	\$0	\$0	-\$556	\$7,991	\$7,319,004
Hancock Horizon Div - HHDTX	\$4,131,098				-\$278	\$70,910	\$4,201,731
Franklin Intl SCG - FKSCX	\$3,180,471				-\$278	-\$62,919	\$3,117,274
<b>Real Estate</b>	\$3,008,309	\$0	\$0	\$41,044	-\$278	\$171,410	\$3,220,485
REMS RE Income - RREIX	\$3,008,309			\$41,044	-\$278	\$171,410	\$3,220,485
<b>Total Fixed Income</b>	\$13,038,879	\$17,182	-\$37,555	\$62,418	-\$14,509	\$341,337	\$13,407,750
<b>Corporates</b>	\$5,611,260	\$0	-\$9,979	\$19,169	-\$2,796	\$75,280	\$5,692,934
<b>Sage FI</b>	\$5,611,260		-\$9,979	\$19,169	-\$2,796	\$75,280	\$5,692,934
<b>Money Markets</b>	\$3,016,689	\$8	-\$21,507	\$4,576	-\$528	\$520	\$2,999,758
Endowment Cash Account	\$344,788	\$8	-\$21,507	\$8	-\$250	\$242	\$323,289
RidgeWorth UltraShort - SIGVX	\$2,671,902			\$4,568	-\$278	\$278	\$2,676,469
<b>Hybrid Securities</b>	\$4,410,929	\$17,173	-\$6,069	\$38,673	-\$11,185	\$265,537	\$4,715,058
Cutler Converts - SA	\$2,153,452	\$11,354	-\$83	\$6,339	-\$5,116	\$16,524	\$2,182,470
Tortoise MLP	\$2,257,477	\$5,819	-\$5,985	\$32,335	-\$6,069	\$249,012	\$2,532,589
<b>Other</b>	\$425,287	\$143,979	-\$121,829	\$25	\$0	\$0	\$447,462
Cash in Bank	\$107,789	\$21,839	-\$120,800				\$8,829
TexPool Series 0023	\$317,397	\$120,000		\$25		\$0	\$437,422
Money Market Sweep	\$101	\$2,140	-\$1,029	\$0		\$0	\$1,211

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**Lamar Institute of Technology**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value	Ending Market Value	Book Balance	Quarter Ending 05/31/14		
				As of 02/28/14	As of 05/31/14	As of 05/31/14	Investment Income	Return	
<b>Operating Funds</b>									
Cash in Bank- Operating				\$ 847,547.22	\$ 1,770,226.91	\$ 1,770,226.91	\$ 374.03	0.05%	
Cash in Treasury				\$ 1,191,580.94	\$ 1,226,929.40	\$ 1,226,929.40	\$ 1,253.15	0.10%	
TexPool Series 0001	General Fund			\$ 3,841,684.38	\$ 3,841,967.65	\$ 3,841,967.65	\$ 283.27	0.01%	
Cash in Bank- Payroll				\$ 103,201.94	\$ 65,204.82	\$ 65,204.82	\$ 48.04	0.05%	
<b>Totals</b>				<b>\$ 5,984,014.48</b>	<b>\$ 6,904,328.78</b>	<b>\$ 6,904,328.78</b>	<b>\$ 1,958.49</b>	<b>0.03%</b>	<b>6 Month T-Bill 0.03%</b>

Lamar Institute of Technology investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

*Bonnie Albright*

VP Finance & Operations

Name of Signee  
Title

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**Lamar State College - Orange**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value		Ending Market Value		Book Balance		Quarter Ending 05/31/14	
				As of 02/28/14	As of 05/31/14	As of 05/31/14	As of 05/31/14	Investment Income	Return		
<b>Operating Funds</b>											
Cash in Bank- Depository				\$ 388,568.54	\$ 327,317.11	\$ 327,317.11	\$ 327,317.11	\$ 69.61	0.02%		
Cash in Treasury				\$ 2,405,753.90	\$ 1,500,556.05	\$ 1,500,556.05	\$ 1,500,556.05	\$ 2,442.13	0.10%		
TexPool Series 0001	General Funds			\$ 14,100,876.88	\$ 14,652,051.79	\$ 14,652,051.79	\$ 14,652,051.79	\$ 1,076.57	0.01%		
Cash in Bank- Payroll				\$ 21.73	\$ 0.31	\$ 0.31	\$ 0.31	\$ 1.98	0.00%		
<b>Totals</b>				<b>\$ 16,895,221.05</b>	<b>\$ 16,479,925.26</b>	<b>\$ 16,479,925.26</b>	<b>\$ 16,479,925.26</b>	<b>\$ 3,590.29</b>	<b>0.02%</b>		
										<b>6 Month T-Bill</b>	<b>0.03%</b>

<b>Non-Operating Funds</b>											
Cash in Bank- Depository	Non-Operating			\$ 121,856.84	\$ 113,112.98	\$ 113,112.98	\$ 113,112.98	\$ -	0.00%		
TexPool Series 0003	TexPool Series Non-			\$ 1,315,200.33	\$ 1,315,199.03	\$ 1,315,199.03	\$ 1,315,199.03	\$ 97.04	0.01%		
<b>Totals</b>				<b>\$ 1,437,057.17</b>	<b>\$ 1,428,312.01</b>	<b>\$ 1,428,312.01</b>	<b>\$ 1,428,312.01</b>	<b>\$ 97.04</b>	<b>0.01%</b>		
										<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>

Lamar State College - Orange investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

  
 \_\_\_\_\_  
 Name of Signee

Vice President for Finance and Operations  
 \_\_\_\_\_  
 Title

June 30, 2014  
 \_\_\_\_\_  
 Date

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**Lamar State College - Port Arthur**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value	Ending Market Value	Book Balance	Quarter Ending 05/31/14		
				As of 02/28/14	As of 05/31/14	As of 05/31/14	Investment Income	Return	
<b>Operating Funds</b>									
Cash in Bank**5508	PayRoll Account			\$ 1,106,098.54	\$ 1,007,516.38	\$ 1,007,516.38	\$ 248.89	0.02%	
Cash in Bank**7246	Clearing Account			\$ 150,986.31	\$ 116,577.79	\$ 116,577.79	\$ 68.42	0.06%	
Cash in Bank**7253	Clearing Account			\$ 967,654.56	\$ 786,618.45	\$ 786,618.45	\$ 604.17	0.06%	
Cash in Bank**7287	Fin Aid Refd Disb			\$ 45,263.75	\$ 41,772.30	\$ 41,772.30	\$ 26.40	0.06%	
Cash in Bank**7295	E&G State Sweep			\$ 251.07	\$ 252.46	\$ 252.46	\$ 1.39	0.55%	
Cash in Treasury				\$ 1,068,207.56	\$ 937,203.93	\$ 937,203.93	\$ 1,064.44	0.10%	
TexPool Series 0001	Cash Mgmt Acct			\$ 87,020.65	\$ 87,027.11	\$ 87,027.11	\$ 6.46	0.01%	
TexPool Prime 0001	TexPool Prime			\$ 3,029,583.26	\$ 3,130,144.20	\$ 3,130,144.20	\$ 560.94	0.02%	
<b>Totals</b>				<b>\$ 6,455,065.70</b>	<b>\$ 6,107,112.62</b>	<b>\$ 6,107,112.62</b>	<b>\$ 2,581.11</b>	<b>0.04%</b>	
								<b>6 Month T-Bill</b>	<b>0.03%</b>

<b>Non-Operating Funds</b>									
TexPool Series 0001	Cash Mgmt Acct			\$ 38,141.05	\$ 38,143.87	\$ 38,143.87	\$ 2.82	0.01%	
TexPool Prime 0001	TexPool Prime			\$ 900,747.09	\$ 900,910.40	\$ 900,910.40	\$ 163.31	0.02%	
<b>Totals</b>				<b>\$ 938,888.14</b>	<b>\$ 939,054.27</b>	<b>\$ 939,054.27</b>	<b>\$ 166.13</b>	<b>0.02%</b>	
								<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>

Lamar State College - Port Arthur investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Mary Wickland  
 Name of Signee  
 Title

VP For Finance

July 11, 2014

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**Texas State University System Office**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 05/31/2014 (TRADE DATE FULL ACCRUAL BASIS)**

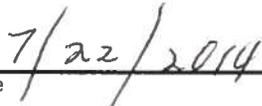
Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value		Ending Market Value		Book Balance		Quarter Ending 05/31/14	
				As of 02/28/14	As of 05/31/14	As of 05/31/14	As of 05/31/14	Investment Income	Return		
<b>Operating Funds</b>											
Cash in Bank				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Cash in Treasury				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
TexPool Series 0002	Designated Fund			\$ 5,404,886.44	\$ 6,071,944.75	\$ 6,071,944.75	\$ 6,071,944.75	\$ 6,071,944.75	\$ 6,071,944.75	405.82	0.01%
Wells Fargo	Designated Fund			\$ 4,531.25	\$ 19,731.41	\$ 19,731.41	\$ 19,731.41	\$ 19,731.41	\$ 19,731.41	-	0.00%
<b>Totals</b>				<b>\$ 5,409,417.69</b>	<b>\$ 6,091,676.16</b>	<b>405.82</b>	<b>0.01%</b>				
										<b>6 Month T-Bill</b>	<b>0.03%</b>

<b>Non-Operating Funds</b>											
Cash in Bank (Wells Fargo)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
TexPool Series 0001	Interest & Sinking			\$ 2,735,478.49	\$ 2,735,900.59	\$ 2,735,900.59	\$ 2,735,900.59	\$ 2,735,900.59	\$ 2,735,900.59	422.10	0.02%
TexPool Series 0007	Capitalized Interest			\$ 2,229,921.66	\$ 1,115,962.92	\$ 1,115,962.92	\$ 1,115,962.92	\$ 1,115,962.92	\$ 1,115,962.92	91.26	0.01%
<b>Totals</b>				<b>\$ 4,965,400.15</b>	<b>\$ 3,851,863.51</b>	<b>513.36</b>	<b>0.01%</b>				
										<b>ML 1-3 Year Treasury</b>	<b>0.20%</b>

Texas State University System Office investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

  
 Vice Chancellor for Finance

  
 Associate Vice Chancellor for Finance

  
 Date

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
<b>LAMAR INSTITUTE OF TECHNOLOGY</b>			
<b>Banner Security, November 2012</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, there is one recommendation is in progress of being implemented.</p>		
<b>LIT-IT Policy Guideline Compliance Review, August 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Factors precluded verification of progress since August towards completion. Compliance achieved for the elements noted as of that date is as follows:  Policy: 68% complete (compared to 68% in May)  Procedure: 64% complete (compared to 64% in May)  Demonstrable Procedure: 50% complete (compared to 50% in May)</p>		
<b>Inter-Component Re-bills LIT Results, October 2013</b>	<p>The Lamar components should collaborate to update and execute new legal agreements for significant services.</p>	<p>Management is in the process of collaboration with Lamar University management to update and execute a service level agreement with Lamar University and annually review the agreement and costs calculations for services rendered.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations  Timetable for Completion: February 28, 2014</p>	<p>Verification of Implementation in Progress</p>
	<p>Use of HEAF funds: Re-bills from LU should not be paid for with HEAF funds. Prior payments of the LU library re-bills which used HEAF funds should be refunded retroactively from other sources.</p>	<p>LIT will analyze current and past billings to ensure that HEAF funds are used appropriately and prepare a plan to reverse prior years payments and transfer funds from other sources to cover those costs.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations  Timetable for Completion: Prepare Plan: August 31, 2014  Complete adjusting entries: as determined by the plan.</p>	<p>Planned</p>
	<p>Veterans Affairs Chapter 33 Benefits:  In order to streamline procedures, procedures should be changed such that VA Chapter 33 Benefits are wired directly to LIT (as they are currently for Chapter 31 Benefits). LU should calculate and remit any remaining funds still held to LIT.</p>	<p>LIT management will work to change procedures such that benefits are wired directly to LIT.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations  Timetable for Completion: August 31, 2014</p>	<p>Planned</p>

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(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
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	<p>Inefficient small payments: A more efficient method of purchasing postal services should be implemented, for example, using a dedicated procurement card.</p>	<p>LIT will work with LU to establish a more efficient method of purchasing postal services.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations  Timetable for Completion: August 31, 2014</p>	Planned
	<p>Several fund balances at FY2012 year-end appeared incorrect:</p> <p>Management should review and correct the above fund balances. Year-end procedures should be improved to review all fund balances at every year-end. Management should consider combining Funds 3000 and 3050 to provide for a clearer picture of the state of the Fund.</p>	<p>LIT will work to review and correct the fund balances. Year-end procedures will be improved to review all the fund balance at every year-end. LIT will combine 3000 and 3050.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations  Timetable for Completion: August 31, 2014</p>	In Progress
<p><b>ACH &amp; Wire Transfers, May 2014</b></p>	<p><i>Report Observation #1</i> Segregation of Duties:</p> <p>1. Those who initiate online banking transactions should not also approve the same transaction.</p> <p>2. Those who initiate or approve online banking transactions should not prepare or approve bank account reconciliations.</p>	<p>1 .Federal drawdowns are the only direct deposits into Capital One and then a transfer is made to Wells Fargo. We have completed a test to have the drawdowns directly deposited into Wells Fargo. Capital One should be closed by May 31, 2014. Currently at Wells Fargo the person that initiates the wire does not approve the same transaction.</p> <p>2. This has been implemented; currently the Accountant II reviews the bank reconciliation and she does not have bank access.</p> <p>Person Responsible: Bonnie Albright, Vice President of Finance  Timetable for completion: May 31, 2014</p>	<p>Verification of Implementation in Progress</p> <p>Verification of Implementation in Progress</p>
	<p><i>Report Observation #2</i> Local Depository Contract:  A local depository contract for the Wells Fargo account should be executed in accordance with TSUS rules.</p>	<p>A local depository contract will be executed in accordance with TSUS rules in coordination with the TSUS office.</p> <p>Person Responsible: Bonnie Albright, Vice President of Finance  Timetable for completion: August 31, 2014</p>	Verification of Implementation in Progress

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	Report Observation #3 Timely Transaction Posting:	<p>Lamar Institute of Technology has enhanced its procedures for posting transactions so that we are posting timely. We will strive to meet the three business day time period. However, due to registration or financial reporting deadlines, this timeframe may, on occasion, be extended to not more than 5 business days.</p> <p>Person Responsible: Bonnie Albright, Vice President of Finance  Timetable for completion: May 31, 2014</p>	Verification of Implementation in Progress
	Report Observation #5 Initiator/Approver Documentation	<p>Lamar Institute of Technology will consistently document the transaction audit trail information by attaching the appropriate “verification” bank report to each journal voucher.</p> <p>Person Responsible: Bonnie Albright, Vice President of Finance  Timetable for completion: May 31, 2014</p>	Verification of Implementation in Progress
	Report Observation #6 Diploma Fees: The reconciliation process would be simplified if the Diploma Fees collected from students were recorded as a payable due to Lamar University instead recording them as paid to Lamar University immediately.	<p>Lamar Institute of Technology will setup a payable to Lamar University for diploma fees and we will liquidate the payable when we pay by wire quarterly.</p> <p>Person Responsible: Bonnie Albright, Vice President of Finance  Timetable for completion: May 31, 2014</p>	Verification of Implementation in Progress
<b>Student Services Fees, May 2014</b>	<p>Expenditures charged to the Student Services Fee Fund did not comply with statute. LIT should:</p> <ol style="list-style-type: none"> <li>1. Ensure that only expenditures allowable by statute are approved by the Student Fee Advisory Committee.</li> <li>2. Ensure that only expenditures allowable by statute are paid by the Student Services Fee Fund.</li> <li>3. Ensure that only expenditures approved by the Committee (at its annual or other meetings) are charged to the Student Services Fee Fund.</li> </ol>	<p>We will ensure that only expenditures allowable by statute be approved by the Student Fee Advisory Committee, and we will ensure that only expenditures allowable by statute be paid by the Student Services Fee Fund. Finally, we will ensure that only expenditures approved by the Committee will be charged to the Student Services Fee Fund.</p> <p>Person Responsible:  Ms. Bonnie Albright, Vice President for Finance  Timetable for completion: August 31, 2014</p>	In Progress

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	<p>Fees:  The Student Fee Advisory Committee should:</p> <ol style="list-style-type: none"> <li>1. Review the fee at its annual meeting and make a recommendation to management concerning the fee to be charged for the next academic year,</li> <li>2. Consider management's estimation of total revenues to be raised.</li> <li>3. Ensure that their budgeted, permissible expenditures correlate to the expected fees generated (within a reasonable contingency), and</li> <li>4. Review balances in the Student Services Fees Fund periodically to determine the disposition of any excess of revenues over permissible expenditures.</li> </ol>	<p>The Student Fee Advisory Committee will review the fee and discuss with management the fee to be charged for the next academic year. The Committee will consider management's estimation of total revenues to be raised, and will ensure that their budgeted, permissible expenditures correlate to the expected fees generated within a reasonable contingency. And finally the committee will review the balance in the Student Services Fees Fund with management periodically to determine the disposition of any excess of revenues over permissible expenditures.</p> <p>Person Responsible:  Ms. Bonnie Albright, Vice President for Finance  Timetable for completion: August 31, 2014</p>	<p>In Progress</p>
	<p>Accounting:  Two fund codes were used to record expenditures from the fund. Also, fund balances appeared to be incorrect.  Management should:</p> <ol style="list-style-type: none"> <li>1. Ensure that revenues and expenditures related to Student Services Fees are recorded properly and consistently in fund 3050, and</li> <li>2. Research and resolve historical issues with the fund balances, and restate them correctly.</li> </ol>	<p>We will ensure that revenues and expenditures related to Student Services Fees are recorded properly and consistently in fund 3050. We will also research and resolve historical issues with fund balances and restate them correctly.</p> <p>Person Responsible:  Bonnie Albright, Vice President for Finance  Timetable for completion: August 31, 2014</p>	<p>In Progress</p>
	<p>Fund Surplus:  A large surplus of unspent fees is building up.  LIT should:</p> <ol style="list-style-type: none"> <li>1. Align its Student Services Fees with expenditures for student activities, by considering both the activities to be provided for students and the size of the fee.</li> <li>2. Determine how to correct or use the large surplus in the Student Services Fee Fund.</li> </ol>	<p>We will align Student Services Fees collected with expenditures. We will determine how to correct or use the large surplus in the Student Services Fee Fund.</p> <p>Person Responsible:  Ms. Bonnie Albright, Vice President for Finance  Timetable for completion: August 31, 2014</p>	<p>In Progress</p>
	<p>Student Fee Advisory Committee:  There were problems concerning the eligibility of members of the Advisory Committee which met in June 2013.</p>	<p>We will have a committee formed earlier in the academic year and the annual meeting will be held in April or early May. And we will hold additional committee meetings to address additional needs or requests which may occur during the academic year.</p> <p>Person Responsible:  Dr. Vivian Jefferson, Vice President for Student Services  Timetable for completion: The first committee hearing for FY2015 was held on May 7, 2014.</p>	<p>Verification of Implementation in Progress</p>

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<b>LAMAR STATE COLLEGE-ORANGE</b>			
<b>IT Policy Guideline Compliance Review, August 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:  Policy: 100% complete  Procedure: 61% complete (compared to 61% in May)  Demonstrable Procedure: 43% complete (compared to 39% in May)</p>		
<b>Inter-Component Re-bills, LSC-O Results, October 2013</b>	The Lamar components should collaborate to update and execute new legal agreements for significant services.	<p>A discussion between Lamar State College – Orange (LSC-O) and Lamar University (LU) took place in August regarding potential new format for method of calculation for IT services provided to LSC-O by LU. Agreements are reviewed and revised annually. As recommended, agreement will be vetted through the System's General Counsel. Discussion regarding proposed agreement between LU and LSC-O continues. Agreement has been completed as of this date. Campuses continue to work together regarding detailed computer related services provided by LU to LSC-O.</p> <p>Person Responsible: Dana Rogers, VP for Finance and Operations  Timetable for Completion: July 31, 2014</p>	In Progress
<b>ACH &amp; Wire Transfers, May 2014</b>	<p>1. Segregation of duties  The College should reorganize duties to strengthen controls by reducing the Director of Finance's influence over the reconciliation process</p>	<p>Duties have been reorganized to strengthen controls regarding the preparation of the bank reconciliations. The AR Accountant II will no longer prepare the bank reconciliations. The task has moved to the Project Accountant who has no access to the banking system and does not prepare any journal vouchers. The Project Accountant prepares other reconciliations.</p> <p>Person Responsible: Jamie Simmons, Director of Finance  Timetable for completion: May 15, 2014</p>	Verification of Implementation in Progress
	<p>2. Timely bank reconciliations  Reconciliations should be completed by the 25th of the succeeding month.</p>	<p>Bank reconciliations will be completed timely by the 25th of the succeeding month as recommended in TSUS Depository Funds Policy. The task of preparing bank reconciliations has moved to the Project Accountant. The Project Accountant will devote needed effort to this task as</p>	Verification of Implementation in Progress

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		<p>there is no involvement in the day to day operations of the office. Supervisor, Jamie Simmons, currently reviews all accounts receivable and bank reconciliations and will ensure deadline is met.</p> <p>Person Responsible: Jamie Simmons, Director of Finance  Timetable for completion: May 15, 2014</p>	
	<p>3. Banking contract signatures  The College's bank contract should be signed by the TSUS Board Chairman.</p>	<p>Current banking contract will be signed by the TSUS Board Chairman at the time of the completion of the current banking contract.</p> <p>Person Responsible: Dana N. Rogers, Vice President, Finance and Operations  Timetable for completion: May 16, 2014</p>	<p>Verification of Implementation in Progress</p>
	<p>4. Timely transaction posting  ACH batches and wire transfers should be timely posted.</p>	<p>LSC-O will ensure deposits or withdrawals are recorded immediately into the Banner system. Moving the task of preparing bank reconciliations provides additional time for the A/R Accountant to ensure deposits are recorded timely.</p> <p>Person Responsible: Jamie Simmons, Director of Finance  Timetable for completion: May 15, 2014</p>	<p>Verification of Implementation in Progress</p>
<b>LAMAR STATE COLLEGE-PORT ARTHUR</b>			
<p><b>IT Policy Guideline Compliance Review, August 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:  Policy: 100% complete  Procedure: 93% complete (compared to 93% in May)  Demonstrable Procedure: 86% complete (compared to 82% in May)</p>		
<p><b>Inter-Component Re-bills, LSC-PA Results, October 2013</b></p>	<p>The Lamar components should collaborate to update and execute new legal agreements for significant services.</p>	<p>Lamar State College Port Arthur will work with Lamar University on a legal agreement for major inter-component services. This agreement will be in writing, reviewed annually to reflect current changes, include the method of calculation and the rationale for the method and applicable percentages used, and vetted through the System's General Counsel.</p> <p>Person Responsible: Mary Wickland, VP for Finance</p>	<p>Planned</p>

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		Timetable for Completion: September 30, 2014	
<b>LAMAR UNIVERSITY</b>			
<b>Montagne Center Audit, August 2011</b>	<p>Regarding rentals of the Montagne Center to Third Parties (e.g., concerts):</p> <p>An Account Receivable should be set up in the Banner accounting system to ensure collection.</p>	<p>Procedures have been established by Finance / Accounts Payable and implemented by Athletics. A workgroup has been established to define an appropriate workflow for notification of new rentals.</p> <p>Person Responsible: Jason Henderson  Timetable for Completion: May 31, 2014</p>	Verification of Implementation in Progress
<b>Student Affairs Advisory Review, August 2012</b>	Implement on-going measures to emphasize fiscal stewardship and accountability.	<p>Person Responsible: Dr. Vicki McNeil, VP for Student Affairs  Timetable for Completion: December 31, 2016</p>	In Progress
	<p>Make organizational improvements:</p> <ul style="list-style-type: none"> <li>a. Create departmental policies &amp; procedures</li> <li>b. Update job descriptions</li> <li>c. Review personnel qualifications &amp; skill sets</li> <li>d. Evaluate salary equity following staff reassignments</li> <li>e. Conduct open, transparent, policy-compliant searches when filling vacancies.</li> </ul>	<p>The newly appointed Vice President for Student Affairs is conducting a review of the department, and reorganizing existing personnel as necessary.</p> <p>Person Responsible: Vicki McNeil-VP Student Affairs  Timetable for Completion: December 31, 2015</p>	In Progress
	Provide training in purchasing policies & procedures for all employees.	<p>Training for the area of SEM was completed in July 2013. Additional campus-wide training is planned. Utilizing feedback from this session, training sessions will be enhanced as needed and training will be delivered to the remaining areas of student affairs. This will be on-going process.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration  Timetable for Completion: December 31, 2015</p>	In Progress
	Develop & deploy a formalized annual departmental budget-setting process, including consideration of actual expenditures and future operational plans, and with participation by all budget-accountable managers.	<p>The current budget process included meeting with deans and department chairs on an individual basis. Individual budget reviews are conducted throughout the fiscal year on an as needed basis.</p> <p>Person Responsible: Twila Baker, AVP Finance  Timetable for Completion September 30, 2014</p>	In Progress

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	<p>Improve contracting procedures to ensure compliance with established policies &amp; laws.</p>	<p>Proactive analysis of contractual obligations is underway with changes being made to existing agreements as needed. Budget managers are engaged when behavior needs correction. Reminder notifications as to policies and procedures have been sent.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration  Timetable for Completion: Septmeber15, 2014</p>	<p>In Progress</p>
<p><b>IT Physical Environment, October 2012</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, there were five recommendations. Three recommendations are in process of being implemented, and certain factors delay two of the recommendations from being implemented (implementation is dependent upon completion of the campus master plan).</p>		
<p><b>Cash Collection Functions, December 2012</b></p>	<p>There were several issues adversely impacting the security of sports box offices:</p> <p>Responsibility for assessing security measures, including the CCTV system, should be clearly assigned in a documented policy.</p> <p>Security precautions should be reviewed for effectiveness, including rectification of the problems identified regarding the CCTV system and panic alarm buttons.</p> <p>Continuing functioning of equipment should be properly monitored and maintained.</p>	<p>A University wide CCTV policy has been drafted that includes the person responsible for CCTV issues. A request for position for a Technology Services Coordinator has been submitted. Until approval, CCTV functional responsibility has been assigned to a police officer.</p> <p>Person Responsible: Chief Jason Goodrich  Timetable for Completion: September 30, 2014</p> <p>Security precautions have been reviewed and ongoing issues assessed: the panic alarm issue is still being worked on.</p> <p>Person Responsible: Officer David Pecora (LUPD).  Timetable for Completion: August 31, 2014</p> <p>A 3 year plan to replace all components (software and equipment) of the existing camera system is under review by administration.</p> <p>Person Responsible: Chief Jason Goodrich  Timetable for Completion: September 30, 2014</p>	<p>In Progress</p> <p>In Progress</p> <p>In Progress</p>

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<b>Banner Security, May 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, one recommendation is in progress.</p>		
<b>IT Policy Guideline Compliance Review, August 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:  Policy: 57% complete (compared to 57% in May)  Procedure: 75% complete (compared to 68% in May) PENDING VERIFICATION  Demonstrable Procedure: 71% complete (compared to 61% in May) PENDING VERIFICATION</p>		
<b>Chartwells Dining Services, September 2013</b>	<p>Entry to the dining hall should be properly controlled to ensure payment by diners</p>	<p>Measures have been taken to minimize the width of entrance pathways within necessary accessibility standards. The food services contract for FY 15 is still pending.</p> <p>Person Responsible: Michael Ruland, AVP Facilities  Timetable for Completion: August 31, 2014</p>	Planned
	<p>The costs of purchases from vendors for food and supplies could not be verified. Chartwells should be required to account for its purchase costs, net of discounts from its suppliers.</p>	<p>The current food services contract expires in July 2014. The bid process will anticipate a profit/loss contract with the successful bidder eliminating the need for university oversight of rebates, discounts and refunds. The contract process has been completed. Final contract is pending.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration  Timetable for Completion: August 31, 2014</p>	In Progress
	<p>Several aspects of contract management were deficient: Board approval was not sought for loans made by Chartwells under the contract; key terms were not reduced to writing; Chartwells' performance was not consistently evaluated; and significant purchases made by Chartwells with money it loaned to the University were made without regard to applicable statutes and rules</p>	<p>The upcoming RFP process was prepared and followed standard procurement procedures. Appropriate performance indicators were determined and included in the proposed contract terms. Contract terms were submitted to TSUS legal counsel for review.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration  Timetable for Completion: July 31, 2014</p>	Verification of Implementation in Progress

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	The TALH program should be charged for its dining plan scholarships and Recruiting should be charged for visitor meals it authorizes.	Appropriate responsibilities will be established within the LU organizational structure to provide effective management of dining hall services, including contract management, vendor management, and performance management. Management strategies and operational procedures will be developed to address internal procurement and payment for dining services as well as exclusivity exemption requests.  Person Responsible: Cruse Melvin, VP, Finance & Operations Timetable for Completion: August 31, 2014	Planned
	Chartwells should be required to research sex offender registries prior to employment for all new hires, and to include credit checks as required by TSUS policy.	Future food services contracts will require adherence to all TSUS policies regarding third party vendors.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: August 31, 2014	Planned
	Because the initial term of the current contract expires on July 1, 2014, the University should consider initiating a Request for Proposal to procure dining services. Additionally, the University should seek the assistance of the System Office in any such procurement endeavors.	The scope of the RFP was submitted to TSUS for review. In addition, TSUS Office of Finance has been engaged in regards to bond review and/or disposition.  An RFP for consulting services to develop the food service RFP has been issued.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: June 30, 2014	Verification of Implementation in Progress
Inter-Component Re-bills, LU Results, October 2013	Written Agreements: The Lamar components should collaborate to update and execute new legal agreements for significant services.	Review and revision of the inter-component agreement with LIT was completed and signed January 31, 2014 including development of service descriptions and cost methodology.  The IT and audit rebill methodologies remain open.  Person Responsible: Cruse Melvin, VP, Finance and Operations Timetable for Completion: June 30, 2014	Verification of Implementation in Progress  In Progress

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	<p>Accounts Receivable Sub-ledger: Implement a suitable system to support invoicing and accounts receivable for use in most of the cases listed above.</p> <p>Improve year-end procedures to record the balance of outstanding receivable, especially for non-centralized systems (e.g., medical billing systems)</p>	<p>Lamar University will document AR system requirements, evaluate currently licensed products for applicability, and if required, review external solutions.</p> <p>Person Responsible: Twila Baker, AVP Finance  Timetable for Completion: December 31, 2014</p> <p>Implementation of an AR system described under item 1 above should provide automation of this process.</p> <p>Person Responsible: Twila Baker, AVP Finance  Timetable for Completion December 31, 2014</p>	Planned
	<p>Veterans Affairs: LU should work with LIT management to change procedures such that VA Chapter 33 Benefits are wired directly to LIT (as they are currently for Chapter 31 Benefits).</p> <p>LU should calculate and remit any remaining funds still held to LIT.</p>	<p>LU management will evaluate alternative methods for processing veteran’s benefits including but not limited to the potential of transferring processing to LIT staff. Recommendations will be presented to LU and LIT management for approval. Due to extenuating circumstances, this recommendation will need to be delayed for approximately 6 months.</p> <p>Responsible person: Twila Baker AVP Finance  Timetable for Completion: December 31, 2014</p>	Factors delay implementation
	<p>Inefficient Small Payments: LU should request LIT to implement a more efficient method of purchasing postal services, for example, using a dedicated procurement card.</p>	<p>Process efficiencies will be reviewed with LIT management.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration  Timetable for Completion: December 31, 2104</p>	Factors delay implementation
<p><b>Women’s Soccer Camps Management Advisory Letter, November 2013</b></p>	<p>The method of determination of compensation payments for new employees should be documented in a form, such as an offer letter, such that the stipend or salary is documented and other significant payments, such as participation in profits from camps, are clear and can be definitively calculated. Payments made for camps should be calculated in strict accordance with the defined method, taking into account all revenues and expenses, and documentation to support the corresponding payroll payments should be retained.</p>	<p>The management team has developed an offer letter for all new incoming employees that state the salary amount and any other significant payments that might be made to the employee. The management team is further clarifying payments that are received for coaches as the result of camps in the Camps and Clinics Manual and is working to define the parameters by which the coaches will be able to disperse proceeds made from camp.</p> <p>Person Responsible: Jason Henderson Athletics Director  Timetable for Completion: May 1, 2014</p>	Verification of Implementation in Progress

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>Develop procedures for the running of all camps. Management should:</p> <ol style="list-style-type: none"> <li>1. Standardize camp administration procedures to the greatest extent possible to ensure consistent controls and efficient processing.</li> <li>2. Eliminate personal information, such as credit card details, from its forms in favor of more secure processing methods.</li> <li>3. Ensure that a standard medical release is developed, approved by General Counsel, and used consistently.</li> <li>4. Work with the Finance Office to review all relationships with third party vendors collecting money on behalf of the University, in order to ensure adherence to all rules concerning custody and control of funds.</li> <li>5. Provide appropriate training to athletics department personnel</li> </ol>	<p>The department has standardized the agreement with the online vendor and has limited those who can change where payments are sent to one person inside the athletics department that is not a coach. Credit card information will be removed from any future camp brochures and management will work with athletic training department and office of General Counsel to approve final product. A new employee orientation program for the department of athletics has been implemented to cover camps and in addition to other standard department policies and procedures.</p> <p>Person Responsible: Jason Henderson, Athletics Director Timetable for Completion: May 1, 2014</p>	<p>Verification of Implementation in Progress</p>
<p><b>Center for Executive Leadership Audit, April 2014</b></p>	<p>2. Records Retention The University should:</p> <ol style="list-style-type: none"> <li>1. Assign responsibility for records retention to a suitable member of management, as required by Government Code Title 4, Subtitle D, Chapter 441.184.</li> <li>2. Develop a records retention schedule specific to the needs of the University and submit it to TSLAC, as required by Government Code Title 4, Subtitle D, Chapter 441.185.</li> <li>3. Develop a records management policy defining the types of data to be retained, retention responsibilities, timeframes for retaining those records, and required steps for destruction.</li> <li>4. Ensure that the Center for Executive Leadership purge all documents not in compliance with the certified RRS recommended above.</li> </ol>	<p>Management within the Mary and John Gray Library will assume responsibility for records retention. Person Responsible: David Carroll, Director of Library Services Timetable for Completion: This will be effective October 31, 2014.</p> <p>2. Assumption of these responsibilities will require a planning period during which timelines will be established for policy, procedure, and retention schedule development. Person Responsible: David Carroll, Director of Library Services Timetable for Completion: March 31, 2015.</p> <p>3. Assumption of these responsibilities will require a planning period during which timelines will be established for policy, procedure, and retention schedule development. Person Responsible: David Carroll, Director of Library Services Timetable for Completion: March 31, 2015</p> <p>4. The Center will purge all documents not in compliance with the University Records Retention Schedule. Person Responsible: Tammy Comeaux, Assistant Director Timetable for Completion: Begin immediately, finalize within 90 days of receiving the final draft of the University’s Document Management Policy.</p>	<p>Planned</p> <p>Planned</p> <p>Planned</p> <p>Planned</p>

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	<p>3. Spending</p> <p>1. Items should not be purchased when adequate alternatives already exist.</p> <p>2. As required by University policy, surplus equipment should be notified to the Facilities Department in order to make them available to other users.</p> <p>3. Items which are within the responsibility of other departments (e.g., CCTV cameras, refrigerators) should not be purchased by user departments</p>	<p>1. The Center will seek to find adequate alternatives as recommended.</p> <p>2. The Center will immediately begin assessing equipment and notify the Facilities department of identified surplus equipment to be removed and so that they can be made available to other users. We will meet with the appropriate administrators to get guidance on whether to surplus the equipment or retain it for use when the Center is given a permanent home.</p> <p>3. The Center will not purchase items that are within the responsibility of other departments.</p> <p>Person Responsible: Tammy Comeaux, Assistant Director</p> <p>Timetable for Completion:</p> <p>1. Immediate</p> <p>2. Completed by August 31, 2014</p> <p>3. Immediate</p>	In Progress
	<p>4. Approval of Fee Increases</p> <p>The University should obtain Board approval for all changes to tuition rates, as required by the System Rules and Regulations.</p>	<p>In the future the approval of all fees will be obtained from the Board of Regents.</p> <p>Person Responsible: Bob Thompson, Executive Director</p> <p>Timetable for Completion: December 31, 2014</p>	Planned
	<p>5. Off-campus Meeting Space</p> <p>University management should ensure that suitable meeting space on campus is identified, reserved, and utilized for the academies, instead of incurring additional expense at an area hotel.</p>	<p>Management will find suitable space within the College of Education.</p> <p>Person Responsible: Dr. Jason R. Mixon, Chair of the Educational Leadership Department</p> <p>Timetable for Completion: August 31, 2014</p>	In Progress

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	<p>6. Departmental Website</p> <p>1. The University should:</p> <ul style="list-style-type: none"> <li>•Ensure that all departments follow the web use policy and the visual standards manual</li> <li>• Ensure that all departmental websites are hosted in accordance with the University’s policies</li> <li>• Ensure that all uses of the University logo by third party websites are authorized by appropriate written agreements</li> <li>• Ensure that users should be warned when leaving the University website, as recommended by State of Texas guidelines.</li> <li>• Avoid association with potential copyright violations.</li> </ul> <p>2. The Center should ensure that the departmental website complies with current policies and standards.</p>	<p>1. The University will:</p> <ul style="list-style-type: none"> <li>•Through the implementation of the Content Management System (CMS), the University ensures that all pages adhere to the web use policy and to the visual standards manual.</li> <li>•Through the implementation of the CMS, the University ensures that all websites are hosted in accordance with the University’s policies.</li> <li>•All agreements between Lamar University and third party contractors require that third party website adhere to the Lamar University visual standards and that all Lamar University logos and word marks be provided to them from the Lamar University Marketing department.</li> <li>•Through the implementation of the CMS, the University ensures that users leaving the University website are warned of that transition.</li> <li>•The Lamar University General World Wide Web Use Policy states that “Copyright laws apply to electronic publishing as well as print publishing. Electronic publications are subject to the same University policies and standards as print publications. All web authors publishing to pages or sites housed on Lamar University web servers are required to be familiar with and abide by the standards and policies herein.</li> </ul> <p>Person Responsible: Juan Zabala, Associate Vice President for University Advancement  Timetable for Completion: August 31, 2014</p> <p>2. We will meet with the appropriate University administrator and make the changes necessary to bring the website into compliance with current policies and standards.  Person Responsible: Tammy Comeaux, Assistant Director  Timetable for Completion: August 31, 2014</p>	Planned
ACH & Wire Transfers, May 2014	1. A local depository contract should be executed in accordance with TSUS rules	<p>1. Current depository agreement was amended and approved by the Board and executed by the Chairman of the Board.</p> <p>Person Responsible: Vice President for Finance and Operations: Dr. Cruise Melvin  Timetable for completion: August 31, 2014.</p>	Verification of Implementation in Progress

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	2. Reconciliations should be completed by the 25th of the succeeding month	2. We will increase our diligence in monitoring the reconciliation timely preparation. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: Implemented currently: monitoring will continue.	Verification of Implementation in Progress
	3. Online banking transactions should be timely posted, i.e., within three business days.	3. Current procedures require all transactions are posted immediately into a clearing account and then properly and timely posted into the appropriate Banner account. These new procedures as well as other will be incorporated into our updated operating procedures and desk procedures. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: October 31, 2014.	In Progress
	4. LU should 1. Complete its research of stale dated payments making additional remittances to the State, as necessary. 2. Monitor its outstanding payments so as to maintain compliance with the State statute on unclaimed property.	4. LU will monitor its outstanding payments so as to maintain compliance with Statute on unclaimed property. Procedures will be included in updated procedures. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: 1. Current research on existing stale dated checks will be completed by August 31, 2014. 2. Monitoring will continue thereafter.	In Progress
	5. Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized and current.	5. LU will develop written procedures for processing wire transfers or ACH batches to include such information as description of ACH and wire activity, policy/process owners, and internal control descriptions. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: August 31, 2014.	In Progress
<b>SAM HOUSTON STATE UNIVERSITY</b>			
<b>Review of Certain Components of the SHSU Athletics Department Compliance Program, April 2011</b>	Procedures and protocols should be established for inventory record maintenance, including order and receipt, checkout, check- in and disposal. When equipment is checked out to student athletes and/or coaches, it should be documented in a record that reflects the type of equipment/apparel checked out, date of checkout, and signature of student athlete or coach documenting it was received. When equipment/apparel is checked back in, the check-out records could be used to document the	The department began researching potential software packages prior to October 1, 2011. During the research process, the College of Business Administration professors Dr. Pamela Zelbst and Dr. Jeremy Bellah made a presentation of their radio frequency identification (RFID) tracking system. The system was well received by athletic administration and it was decided to continue exploring the system’s athletic applications.	In Progress

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	<p>equipment/apparel being checked in, date it was checked in, signature of student athlete or coach returning the equipment/apparel along with the Equipment Coordinator's signature acknowledging the return of the equipment/apparel. It is the Equipment Coordinator's responsibility to maintain adequate inventory controls and records.</p>	<p>In the spring 2013, we developed the appropriate procedures for using the system from an operational perspective. We interviewed coaches who manage the equipment and determined the best way for the technology to support the process. In the summer 2013, we performed the analysis and design for the software, and the programmers developed the software. Also in the summer, we purchased all of the hardware.</p> <p>Although the programming work was completed according to the documentation last summer, we are "tailoring" it to fit exactly how it should be used in our processes. We expect this process to be completed and to finish the testing phase and implementation by end of the 2014-15 football season. In addition, new team equipment for 2014-15 was recently purchased and is being tagged.</p> <p>Person Responsible: Bobby Williams, Athletics Director  Timetable for Completion: January 31, 2015</p>	
<p><b>Banner Security Audit, August 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, there were 11 recommendations. 11 recommendations have been verified as implemented.</p>		
<p><b>IT Policy Guideline Compliance Review, August 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:  Policy: 100% complete  Procedure: 96% complete (compared to 96% in May)  Demonstrable Procedure: 96% complete (compared to 96% in May)</p>		
<p><b>SHSU-14-003 Public Funds Investment Act Audit, December 2013</b></p>	<p>The University should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS <i>Investment Policy – Operating Funds</i>.</p>	<p>The SHSU Investment Officer will work closely with The System Office and Asset Strategy Consultants to ensure compliance with all requirements of PFIA, SAO, and Rider 5 as well as the TSUS Investment Policy. Noncompliant investments were sold by the end of January 2014. In addition, there is a Treasurer position that was recently filled that will play an integral role in future compliance.</p> <p>Person Responsible: Dr. Carlos Hernandez, Acting Vice President for Finance and Operations  Timetable for Completion: October 31, 2014</p>	<p>In Progress</p>

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<b>SHSU-13-010  ACH/Wire  Transfer (WT)  Audit,  May 2014</b>	A log to track all ACH batch and wire transfer transactions should be created internally or provided by the depository institution and maintained to serve as a tool for reconciling against bank statements and accounting records.	<p>The General Accounting Office created a manual tracking log for outgoing ACH batch and wire transactions in May 2014. The General Accounting Office has been recording outgoing ACH batch and wire transactions since May 1, 2014 and continue to maintain the log. The current log contains the date of ACH / wire transaction, amount, check number (if transaction is a wire), bank (if transaction is an ACH batch), person / department initiating transaction, individual(s) authorizing the transaction, purpose, process status and return status (for wires). This process is being introduced to the Financial Reporting group from the General Accounting area for development of a reconciliation process. The log is still being fine-tuned to cover all the necessary areas needed for the reconciliations to take place. Once finalized, the reconciliation procedures will be updated to include formerly using the log by September 2014. The logging used to track ACH batch and wire transactions could become electronic in the future depending on the capabilities of the depository bank chosen with the RFP for depository services but in the interim, the manual log will be utilized in the bank reconciliation process.</p> <p>Person Responsible: C. Aaron LeMay, Controller  Timetable for Completion: September 30, 2014</p>	<b>In Progress</b>
	Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized, current, detailed, specific and consistent to promote a seamless transition in the event of employee turnover / absence.	<p>SHSU agrees with the recommendation and is in the process of formalizing policies and procedures. The first step in the plan is to establish formal policies. The Controller's Office established a work team to develop a policy for receiving payments including by electronic methods. The General Accounting Office will work to develop a policy for disbursements by electronic payment methods. The policy portion of this recommendation will be implemented by August 31, 2014. The next step to meet this recommendation will be for the development of formal procedures. SHSU will release by the first of June 2014 an RFP for depository bank. One of the main factors in this RFP will be electronic banking operations. Based on the depository bank selected in that process, SHSU will develop formal procedures to match the operations of the depository bank in fiscal year 2015.</p> <p>Person Responsible: C. Aaron LeMay, Controller  Timetable for Completion: August 31, 2014 (Formal</p>	<b>In Progress</b>

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	Ensure depository institution provides electronic disbursement services to include electronic capabilities for initiation and authorization of ACH (credit / debit) and wire transactions. The banking services should also include ACH block and filter settings to prevent unauthorized ACH debit transactions.	Policies) & August 31, 2015 (Formal Procedures) SHSU agrees with the recommendation and is in the process of releasing a Request for Proposal (“RFP”) for SHSU’s depository bank. One of the main factors in the RFP will be improving electronic disbursement services. SHSU’s current depository bank does not allow SHSU to meet this recommendation. The bank chosen with this RFP will meet or be able to meet this recommendation by the end of fiscal year 2015.  Person Responsible: C. Aaron LeMay, Controller Timetable for Completion: August 31, 2015	In Progress
<b>EXTERNAL AUDIT REPORTS (Items will only be reported once)</b>			
<b>Office of National Drug Control Policy (ONDCP) Independent Audit of SHSU Houston High Intensity Drug Trafficking Areas (HIDTA) Grant, May 2014 (External Audit)</b>	No observations noted.		

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SUL ROSS STATE UNIVERSITY			
<b>Purchasing and Procurement, October 2009</b>	Develop a policy to limit the use of the reimbursement process to instances where the purchase process is not feasible. Also included in this policy should be a requirement that purchases be delivered to SRSU receiving.	A policy has been developed and sent to VP for approval and submission to Executive Cabinet. VP sent back to Director of Purchasing and Senior Manager of Accounting Services for further review and update. The policy is being reviewed, and updates will be made. The Policy will be revised with input from the new Director of Accounting Services.  Person Responsible: Noe Hernandez, Purchasing Director, Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	In Progress
<b>Endowment Fund Investments and</b>	The scholarship process should be documented. The entire flow, from receipt of the funds from donors,	Management agrees with the recommendation to document the scholarship process. Since the funds are received from	In Progress

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<b>Related Scholarships, June 2012</b>	<p>through the final award of scholarships and monitoring of recipient performance, should be included in the process documentation, with clear assignment of responsibility and accountability. Ownership of each part of the process, including managing of both endowment and scholarship accounts, should be clearly stated and communicated to all departments participating in the process. The processes at Rio Grande College should be included in this governance structure.</p>	<p>donations the Advancement and University Relations department should be the point of contact. The Advancement department receives the donation and generates the endowment agreement. Based on the endowment agreement, the criteria and all information should be entered into a centralized data base. The criteria can be communicated to all departments involved.</p> <p>The Accounting Services department will continue to be responsible to forecast scholarship balances available with the approval of the Vice President for Finance and Operations.</p> <p>We will assign the division of Enrollment Management the responsibility to be the point of contact for scholarship documentation from receipt of funds through the final award of scholarships and monitoring of receipt performance. We have purchased AcademicWorks Scholarship software to better manage our awarding systems during the recruitment cycle.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management.  Timetable for Completion: September 1, 2014</p>	
	<p>We recommend remediation of the negative scholarship accounts. Action plans should be developed and implemented to bring these accounts back into good standing.</p>	<p>Regarding the deficit balances, funds from enhanced earnings have been used to supplement the scholarship funds that have a deficit balances. Considerable progress has been made in reducing the amount and number of deficit accounts. Much of the remaining deficits have been cleared. As of June 30, 2014, the negative balances not awaiting supplemental transfers was minimal compared to \$339,000 in March 2012. The remainder of this balance will be remediated at the next earnings drawdown scheduled for July 2014.</p> <p>Person Responsible: Cesario Valenzuela, VPFO  Timetable for Completion: July 31, 2014</p>	<p>Verification of Implementation In Progress</p>
	<p>Management should provide a conservative estimate of amounts available for scholarship awards. Any projected earning rates used should be based on an analysis of the current investments, the current earnings rate, historic performance, and should provide for a conservative cushion in the case of a market downturn.</p>	<p>We will develop and implement a written process for projecting funds available for scholarships incorporating the recommendations.</p> <p>We have contracted with Asset Strategy Consultants (ASC) to serve as our Investment Advisor. As a part of these</p>	<p>Implemented</p>

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	<p>The most conservative option for preventing an overstatement of projected earnings is not to include projected earnings in the amount made available for scholarships.</p>	<p>services, a more accurate estimate of projected earnings and funds available to be used for scholarships will be possible. These procedures will be documented as we move forward. An appropriate spending allocation was determined in conjunction with ASC for the fiscal year 2015 scholarships and the recommended amount to award spreadsheet was developed and submitted to Financial Aid in December 2013. The drawdown needed to fund the estimated fiscal year 2014 scholarship awards was made in August 2013. We are now in our second year of this program and going forward our goal is to have a consistent spending level each year. This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant  Timetable for Completion: April 7, 2014</p>	
	<p>We recommend modifying the calculation of amounts available for award to more adequately reserve for future award periods, specific to each scholarship fund.</p>	<p>This has been incorporated into the process for projecting funds available for scholarships.</p> <p>We have contracted with Asset Strategy Consultants to serve as our Investment Advisor. As a part of these services, a more accurate estimate of projected earnings and funds available to be used for scholarships will be possible. These procedures will be documented as we move forward. We are in our second year of this arrangement. This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant  Timetable for Completion: April 7, 2014</p>	<p>Implemented</p>
	<p>We recommend discontinuing use of the term “recommendation” by Finance. This term implies that the amount calculated is optional, as it is only recommended. This recommendation was already discussed with Finance, resulting in the issuance of a revised communication to the Committee. In this revised communication, the amounts are referred to as “maximum available.”</p> <p>We also recommend increased communication with the Committee regarding the use of “surplus” funds. The</p>	<p>This has been incorporated into the written process for projecting funds available for scholarships. This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Lisa George, Director of Accounting Services, John Young, Accountant  Timetable for Completion: April 7, 2014</p>	<p>Implemented</p>

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	<p>Committee should understand that the “surplus” funds are not available. In the above-described revised communication, the “surplus” amount is omitted from the communication.</p>		
	<p>The amount communicated to the Committee as available for award should be net of any existing commitments.</p>	<p>This has been incorporated into the written process for projecting funds available for scholarships. This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Beginning in fall 2014, Finance will deliver the available scholarship funds report to Financial Aid at least by October. The Scholarship Coordinator will take the amount reported by Finance and adjust it to account for possible renewal awards. Renewal amounts and remaining available funds for initial awards will be reported to the committee/department so scholarship nominations can be made for each without exceeding the total amount available for the year.</p> <p>In the future, Financial Aid will work with Finance before the available funds list is made available so that the list will document the total amount available to award in the year, the amount encumbered for renewals, and the amount available for new awards.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant, Denise Groves, VPEM, Mickey Corbett, Director of Financial Aid  Timetable for Completion: October 31, 2014</p>	<p>In Progress</p>
	<p>Communication between the Finance Department and Student Financial Aid should be enhanced to assure that postings are accurate. Similar coding of accounts could be used, or a mapping of accounts maintained that would show which account name in Finance equates to which account name in Student Financial Aid, and vice versa.</p>	<p>Document the naming convention for scholarships, excellence funds.</p> <p>Financial Aid and Finance/Accounting will review the entire list of scholarships and make sure all Accounting detail codes match Financial Aid fund codes. The available funds list will also be updated to match information on Scholarship/Endowment Agreements.</p> <p>Person Responsible: Mickey Corbett, Director of Financial Aid, Oscar Jimenez, Senior Manager, Lisa George, Director of Accounting, Tanya Romero, Finance Coordinator.  Timetable for Completion: October 30, 2014</p>	<p>In Progress</p>
	<p>As a part of the endowment contract review</p>	<p>Administration policy will be developed addressing the</p>	<p>In Progress</p>

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	<p>recommended above, we recommend notation of any required ongoing student performance requirements and any specifics as to how the scholarship should be funded. A monitoring of student performance, enrollment, etc., should then be conducted before further awards (e.g. spring semester) are funded.</p>	<p>designation and cancellation policy regarding mid-term scholarship awards. The university is currently working on a retention plan and this policy will be reflective of the plan.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management  Timetable for Completion: September 1, 2014</p>	
	<p>The written scholarship processes previously recommended should incorporate not only retention guidelines, but also the method of retention and location of the documents. The processes should be sufficiently detailed so that in the event of employee turnover (planned or unplanned), there is enough information available for new/existing employees to perform the activities necessary to ensure the scholarship processes function as prescribed by management.</p>	<p>A standard operating procedures manual will be written outlining the scholarship awarding process and document retention schedule. Completion of manual is pending. Formal written guidelines from Finance and Advancement concerning who their contact person is and procedure to determine available funds for scholarships are still needed.</p> <p>An initial meeting was held between staff members of Financial Aid, Finance, and the President’s Office. A general outline of scholarship creation, fund balance notification, and nomination/awarding/crediting student accounts was discussed. The University purchased software to automate the application and selection processes. Training and implementation is ongoing at this time. We do not expect completion of the implementation until October 2014. After implementation of the new process a complete scholarship process will be formally written and approved.</p> <p>Person Responsible: Mickey Corbett, Executive Director for Enrollment Services  Timetable for Completion: October 30, 2014</p>	<p>In Progress</p>
	<p>We recommend an increased level of scrutiny during the review and approval process. Related expenditure policies, such as the Travel Policy and the Purchasing Policy, should be revised to clearly assign accountability for the accuracy of the requisitions or other requests for payment submitted into the Purchase and Requisition process in Banner or otherwise submitted to the Controller’s Office for payment.</p>	<p>The Purchasing and Senior Manager’s Office will increase their level of scrutiny during the review and approval process of all reimbursements. In situations such as this, the Senior Manager will require a copy of the signed Endowment/Excellence agreement indicating that the expenditure is allowed under the agreement. Any questionable items must be resolved before payment.</p> <p>The Senior Manager’s Office will require a copy of the written contract which supports the expenses to be reimbursed for speakers. In addition, the Travel and Purchasing policies will be modified to reflect this requirement.</p>	<p>In Progress</p>

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		<p>In fiscal year 2014 year to date, excellence funds have not been used to pay guest speakers. Accounting Services department will continue to monitor payment requests and will require copy of contract before payment is approved.</p> <p>The Senior Manager’s Office requires a copy of all service contracts before payment is approved. The travel policy modification is still in progress.</p> <p>Persons Responsible: Kim Lewis, Budget Assistant, Lisa George, Director of Accounting Services, Noe Hernandez, Purchasing Director.</p> <p>Timetable for Completion: August 31, 2014</p>	
	<p>Communication with donors should be ongoing and proactive. Planned and strategic communication can result in increased donor satisfaction, particularly where defined objectives (such as scholarships) are embedded in the donation. We recommend establishing a program of donor communication and cultivation which would automate periodic communications to each donor.</p>	<p>We recognize the need to implement a comprehensive donor management program (from identification and cultivation to solicitation and stewardship) and have begun implementation of the following steps to move us towards that goal:</p> <ol style="list-style-type: none"> <li>1. <b>Donor and Alumni data consolidation/updating:</b> Consolidate donor, alumni, and prospective donor records into University’s Banner system. Address and wealth screen all available data records once in Banner system. Code donor records (according to wealth screen and other available criteria) in order to segment donors/approaches. Document donor contacts within system and track stewardship ‘touches.’</li> </ol> <p>A Programmer was hired and the data consolidation from the Plus system was completed in December 2012. Program re-assigned in fall 2013 to continue project and assist alumni office with data clean up.  Timetable for Completion: December 31, 2014</p> <p>Person Responsible: Advancement Leadership Position vacant. Karen Brown, Director of Alumni Affairs and Coordinator of Advancement is assisting.  Timetable for Completion: December 31, 2014</p>	<p>In Progress</p>
	<p>We recommend reviewing the spreadsheet used to allocate earnings to assure appropriate methodology, including excluding Historical Treasures from the endowment values for allocation purposes.</p>	<p>Management agrees with the recommendation to review the endowment interest allocation process. The endowment spreadsheet will be reviewed.</p> <p>Project has been extended to June 30, 2014.</p>	<p>Verification of Implementation In Progress</p>

(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
		<p>Persons Responsible: Lisa George, Director of Accounting Services, Cesario Valenzuela, Vice President for Finance and Operations, and Nieves Kolesar, Accountant.  Timetable for Completion: June 30, 2014</p>	
	<p>Provide training to McNair staff, faculty and travelling students regarding the Travel Policy requirements. Documentation should be maintained, such as a sign-in sheet, to verify that all students and faculty participating in the McNair Project have been trained prior to travelling.</p>	<p>Management agrees with this recommendation. The Senior Manager's Office will provide training for McNair staff. Students will receive travel training in order to process their advances. Students will sign a statement verifying responsibility for reimbursing the University in the absence of required receipts, acknowledging personal credit-debit card statements will not substitute for actual receipts.</p> <p>The Accounting Services Department conducted a travel training workshop on April 17, 2013.</p> <p>Annual training will be provided for all McNair students who return in the fall semester intending to present their work to a location where travel is required. This workshop is specific to the student's responsibility for documentation. This workshop is scheduled for September 10, 2014 at 1:30 p.m.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Mary Bennett , and Irma Ramirez, Accounting Assistant  Timetable for Completion: September 10, 2014</p>	<p>In Progress</p>
	<p>The McNair Student Travel Policy should be reviewed for consistency with the January 2012 version of the Travel Regulations. The purpose and allowable costs of the grant should be considered when determining policy provisions, such as the type of travel performed by the students and the support provided the students by the grant.</p>	<p>The McNair Student Travel Policy will be reviewed for consistency with the current SRSU Travel Regulations. The allowable costs of the grant will be considered in determining policy revisions.</p> <p>Person Responsible: Lisa George, Director of Accounting Services  Timetable for Completion: August 31, 2014</p>	<p>In Progress</p>
	<p>Available applications of the Banner system should be developed to act as preventive controls, preventing inappropriate combinations of Funds with Organizations. Additionally, and until Banner is so developed, detection controls should be implemented to assist in detecting and correcting such errors in a timely fashion.</p>	<p>Management agrees with the recommendation. In addition to the controls currently in use, management plans to implement online Travel applications, which would put in place an additional layer of controls for account managers to detect and disapprove items not valid for their fund.</p> <p>The incorrect posting of the \$405.78 has been corrected with JE # FL001972 on August 17, 2012.</p>	<p>In Progress</p>

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Audit Report	Recommendations	Management's Most Current Response	Status (*)
		Persons Responsible: Kim Lewis, Budget Assistant, Tanya Romero, Budget Specialist Timetable for Completion: December 30, 2014	
<b>Signature Authority, April 2013</b>	Delegation of signature authority (other than lateral or upward delegation) should be prohibited in any situation where the signature is required by policy. Policy should be developed to describe any delegation of signature authority that is allowed, if any, and the documentation that should be maintained to support such delegation.	The Executive Cabinet approved the Signature for Internal Transactions Policy on April 8, 2014, for inclusion in the University-wide Administrative Policy Manual.  Persons Responsible: SRSU Executive Cabinet Timetable for Completion: April 8, 2014	Verification of Implementation In Progress
<b>Purchasing Card, University General Credit Card, and University Corporate Travel Card Programs, June 2013</b>	Purchasing policy should be revised to clarify the frequency and substance of periodic purchasing card audits and the requirements for transaction log approval for account managers as cardholders.	We will revise our policy to require that periodic audits be performed at least twice a year. Since copies of receipts will be kept centrally at Purchasing Office, these audits will be easier to perform. In addition, the policy will be clarified to require cardholders to have supervisor's review and signature.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	In Progress
	Any purchasing card issued (excepting to the SRSU President) should be approved by the cardholder's supervisor. This includes approval of the transaction and monthly limits, as well as any changes to the limits thereafter.  Changes to credit limits should be approved by the cardholder's supervisor and the related documentation of the Purchasing Department with the credit card company should be retained.	The policy will be revised to require all purchasing cardholders to obtain supervisory approval. Currently, two levels of approvals are being set up online for cardholder and cardholder's supervisor to approve all Purchasing Card transactions online. Supervisors are being trained on how to process these approvals online.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	In Progress
	Transitions of both account managers and cardholders should be managed by the Purchasing department so that the risk of noncompliance by the account manager and possible misuse of the cards is mitigated.	Cardholders will be retrained and this issue will be emphasized. In addition, Purchasing will coordinate with Human Resources whenever terminations or transfers are known in order that compliance with the policy is assured.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	In Progress
	While ethics training is provided biannually for all staff, the Purchasing policy should also reference the ethics policy. Purchasing card training should also include ethics training. A review of invoices by the Purchasing Department may also reveal that gifts are being sent to the requisitioning department. Vendors	We will revise the Purchasing Policy to reference the ethics policy and also remind all employees of the prohibition against accepting gifts from vendors. We feel that if we receive all backup documentation for Purchasing Card purchases, we can better control this process. To control the purchase order process, we will	In Progress

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>known to be giving such gifts should be contacted and informed of SRSU policy.</p>	<p>add a text note to our Purchase Orders reminding all vendors of this prohibition. In addition, we will continue to notify all vendors about our gift policies. All Purchasing staff will be retrained on reviewing supporting documentation for indications of gifts by vendors. All employees receiving such gifts will be reminded of the prohibition against such actions.</p> <p>A note has been added to all purchase orders as a reminder to vendors of our gift policy. Policy revision is pending. A process has been implemented to where the Purchasing Office receives P-card documentation for review.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p> <p><i>Auditor’s Note: Follow-up verification did confirm the referenced note informing vendors of the gift policy was added to the purchase orders. However, the recommendation is being returned to “In Progress” status until implementation of the remainder of the action plan.</i></p>	
	<p>The webpages and all linked documents pertaining to the Purchasing Card program should be updated to reflect the most current information.</p>	<p>Webpage links will be updated.</p> <p>Persons Responsible: Noe Hernandez, Purchasing Director, Monica Lopez, Purchasing Staff  Timetable for completion: July 30, 2014</p>	<p>Verification of Implementation In Progress</p>
	<p>The Finance department should evaluate the cost/benefit of centralizing the purchase of common office supply items through the central supply room. Having departments order through the supply room could provide better control over pricing, limit the number of purchases, and expedite the receipt of the goods in the requesting department.</p>	<p>We agree with this recommendation and will perform a detailed cost/benefit analysis of this option to identify all issues and benefits and determine the feasibility. The TSUS office entered into a system-wide contract for e-procurement. This factor will be included in the analysis.</p> <p>Persons Responsible: Noe Hernandez, Purchasing Director, Cesario Valenzuela, VPFO  Timetable for Completion: September 30, 2014</p>	<p>In Progress</p>
	<p>Governance should be applied toward the purchase of food items. A formal policy should be developed to control the food items purchased to assure compliance with the TSUS Rules and Regulations.</p>	<p>The current policy will be reviewed and suggested changes submitted to the Executive Cabinet for consideration and/or approval. In addition, all Purchasing Card transactions for the current year will be reviewed in an effort to identify all departments which may be regularly purchasing these items.</p>	<p>In Progress</p>

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>Person Responsible: Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p>	
	<p>Purchasing Department staff should document verification of the User Guidelines on the Card Request Form each time a user requests the University General Credit Card.</p>	<p>We will ensure that users fill out this form every time they check out a credit card. Policy guidelines will be printed on the reverse side of the request form to ensure that everyone is reminded of and/or made aware of the policy.</p> <p>Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p>	In Progress
	<p>Purchasing department staff who issue and receive returned University Credit Cards, and log card use, should be trained on the policy, including examples so as to increase understanding of when documents and receipts are compliant. Only trained staff should be allowed to issue cards, receive cards, or log card use.</p>	<p>We will retrain staff to look for completeness of receipts, requisitions, and related documents. In addition, if a receipt is determined to be noncompliant, the card user will be required to return a compliant receipt and will not be allowed to use the card until this is done.</p> <p>Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p> <p><i>Auditor’s Note: This recommendation was returned to “In Progress” status because follow-up verification did not find evidence of implementation.</i></p>	In Progress
	<p>University Credit Card requestors/users and requesting account managers should receive training as to the requirements of the University Card policies prior to use of the University card.</p>	<p>Card users will be trained/informed about the policy before issuance of card. In addition, the cardholder will sign to certify that they have read all policies and are aware of their responsibilities. Violations of these requirements will result in the forfeiture of card privileges and may result in personal financial responsibility on the part of the violator.</p> <p>Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p> <p><i>Auditor’s Note: This recommendation was returned to “In Progress” status because follow-up verification did not find evidence of implementation.</i></p>	In Progress
	<p>Oversight of the University card processes should be increased to include a monthly (at minimum) management review of the log. Additionally, the</p>	<p>Monthly reconciliation between the receipts, requisitions and statements is currently performed by Purchasing Staff. The transaction log will be added as part of this</p>	In Progress

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	credit card statement should be reconciled monthly to the log to assure no unauthorized transactions have occurred.	reconciliation to increase oversight. In addition, we will require users to complete and sign the log when the card is issued and returned, this will be certified by Purchasing Staff. The Director of Purchasing will conduct a monthly review of all the reconciliations performed to ensure compliance with this requirement.  Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	
	Purchasing policy should be revised to require the account manager to approve (by signature) the itemized University Card receipts before submission to Purchasing. This would indicate approval of the items purchased as well as the amount spent. This would also mitigate the risk of misuse by the card user, if he/she understands that the receipts will be reviewed.	The Purchasing policy will be updated to add this requirement similarly to the travel receipts requirement.  A practice has been implemented to get signature on all Credit Card Receipts by the account manager. Policy change is pending.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: April 30, 2014	Implemented
	Purchasing policy should be revised to address special circumstances, and when additional scrutiny and/or approval should be required as regards compliance with University Credit Card restrictions.	We will revise the policy and submit changes requiring special approval for these circumstances to Executive Cabinet for consideration.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: August 31, 2014	In Progress
	The Travel Regulations should be revised to incorporate additional guidance and governance over the Travel Card program. Key controls over card issuance, physical custody of the cards, any required forms, etc., should be well defined in the policy.	The travel regulations will be revised to include more explicit detail of controls as outlined in the audit report.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	In Progress
	The Travel Card use agreement is a key control in the Travel Card program and the requirement for each cardholder to sign one, and the timing of such, should be included in the Travel Regulations.	Management agrees with this recommendation and the practice has been to require the agreement. However, this requirement will be incorporated into the Travel Regulations to make it a formal requirement.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	In Progress
	All uses of the Travel Card should have documented supervisory approval. If travel vouchers are not required for each use, then some other form of documented approval should be required by policy.	The policy will be revised so that non-travel expenditures are not allowed uses of the travel card. If other arrangements for the non-travel expenditures cannot be made, exceptions to the policy will require advance	In Progress

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		written supervisory approval.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	
	Guidance should be provided in the policy to define what is an allowable and what is an unallowable use of the travel card, as well as what documentation should be submitted to substantiate the items purchased. Accounting Services staff should examine receipts for authenticity and question receipts that appear suspicious.	The policy will be revised to clearly define allowable and unallowable uses of the travel card. The Accounting Services staff will be retrained in reviewing receipts and documentation for authenticity and question any receipts which appear suspicious.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	In Progress
	In addition to requiring the receipts, the travel policy should be revised to also state what the processes will be, and any potential repercussions, in situations when receipts are missing or insufficient.	The travel policy will be revised to include the process for proper documentation as well as consequences for noncompliance. One form of consequence for noncompliance to be included will be that expenses without receipts will not be paid without approval from an Executive Cabinet member. If this approval is not received then the cardholder will be held responsible for the expense and further card privileges suspended.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	In Progress
	The Travel Regulations available on the SRSU website should be consistent and should be the approved version. Travel vouchers should not be accepted by Accounting Services without the appropriate supervisory approval.	The information provided on the SRSU website on the Accounting Services web page and the Administrative Policy Manual will be updated to both reflect the most current approved Travel Regulations. In addition, travel staff will be retrained to ensure understanding of and compliance with this requirement. Accounting Services will evaluate the feasibility of only providing links to the Administrative Policy Manual, thus making it the only official document.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: August 31, 2014	In Progress
	Travel vouchers should not be accepted by Accounting Services without all receipts either signed or initialed by the traveler.	Accounting Services department staff will be retrained not to process travel vouchers without signed receipts. As noted above, the travel policy will be revised to include the process for proper documentation as well as	In Progress

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		<p>consequences for noncompliance. One of these consequences to be added to the policy will be that expenses without signed receipts will not be paid without approval from an Executive Cabinet member. If this approval is not received then the cardholder will be held responsible for the expense and further card privileges suspended.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant.  Timetable for Completion: August 31, 2014</p>	
	<p>Accounting Services staff should be trained on current policy, empowered to enforce policy, and held accountable for detecting noncompliance. As previously recommended, Accounting Services should not accept travel vouchers that are not compliant with policy.</p>	<p>Accounting Services staff will be retrained to not accept travel vouchers that are not compliant with policy and to enforce allowed penalties upon violators.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant.  Timetable for Completion: August 31, 2014</p>	In Progress
	<p>Developing formal cardholder training materials and training each cardholder would assure consistent and effective communication of expectations. Training materials should be updated and cardholders retrained whenever there are changes to the processes or policy.</p>	<p>Training sessions will be held for all users of university travel cards. In addition, a written helpful hints document will be provided to each user for future reference.</p> <p>Person Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant.  Timetable for Completion: August 31, 2014</p>	In Progress
	<p>The penalties as delineated in the Purchasing policy and the Travel Regulations for noncompliance, misuse, abuse, etc., of the credit cards and the credit card programs should be enforced as written in policy.</p>	<p>Penalties will be enforced as noted in the policy for all programs as revised. We will send out campus notifications reminding all staff of this.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p>	In Progress
<p><b>Management Advisory Letter, GEAR UP Grant, June 2013</b></p>	<p>Employment applications for applicants who are selected for hire should be reviewed, processed and maintained by Human Resources before the applicants are hired.</p>	<p>Human Resources (HR) will require that all documentation for applicants selected for hire is reviewed by HR and then maintained in HR files. HR is considering applicant tracking system software.</p> <p>Person Responsible: Judy Perry, Director of Human Resources  Timetable for Completion: December 31, 2014</p>	In Progress

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	<p>While ethics training is provided biannually for all staff, the Purchasing policy should also reference the ethics policy. The Purchasing Department should regularly remind requisitioning departments and Purchasing Card cardholders that gifts may not be accepted. The Purchasing department staff and Accounting Services staff should review supporting documentation for indications of gifts being given by the vendors. Vendors known to be giving such gifts should be contacted and informed of SRSU policy.</p>	<p>We will revise the Purchasing Policy to reference the ethics policy and also remind all employees of the prohibition against accepting gifts from vendors. We feel that if we receive all backup documentation for Purchasing Card purchases, we can better control this process. To control the purchase order process, we will add a text note to our Purchase Orders reminding all vendors of this prohibition. In addition, we will continue to notify all vendors about our gift policies. All Purchasing staff will be retrained on reviewing supporting documentation for indications of gifts by vendors. All employees receiving such gifts will be reminded of the prohibition against such actions.</p> <p>A note has been added to all purchase orders as a reminder to vendors of our gift policy. Policy revision is pending.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director  Timetable for Completion: August 31, 2014</p> <p><i>Auditor’s Note: Follow-up verification did confirm the referenced note informing vendors of the gift policy was added to the purchase orders. However, the recommendation is being returned to “In Progress” status until implementation of the remainder of the action plan.</i></p>	<p>In Progress</p>
	<p>Grant Project Directors should assure advance approval for expenditures is obtained appropriate to the respective grant. The Director should certify on the Purchase Requisition (to also be printed on the Purchase Order) that the expenditure received the appropriate approval.</p>	<p>We will require grant directors to include or provide written approval from the grant coordinator at the DOE and include a certification on the requisition and subsequently printed on the purchase order that indicates approval was received and on Purchasing Card logs when appropriate.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management  Timetable for Completion: September 1, 2014</p>	<p>In Progress</p>
	<p>Department managers should submit a financial analysis monthly to their immediate supervisors. The financial analysis should include explanations of large or unusual Maintenance and Operations (M&amp;O) expenditures. This additional oversight will assist in detecting misspent funds and will also increase the</p>	<p>We will develop a policy which will require explanations of large or unusual purchases made with M&amp;O funds. This explanation will have to be submitted to and approved by the account manager’s supervisor. Since we use semester budgeting for M&amp;O, it will be easier to identify these unusual circumstances. The Director of</p>	<p>In Progress</p>

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	accountability of the department managers.	Accounting Services has identified some Banner reports which may help with this process and we are evaluating those.  Person Responsible: Cesario Valenzuela, Vice President for Finance and Operations Timetable for Completion: August 31, 2014	
<b>IT Policy Guideline Compliance Review, August 2013</b>	Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).  Compliance achieved for the elements noted is as follows: Policy: 68% complete (compared to 64% in May 2014) Procedure: 75% complete (compared to 75% in May 2014) Demonstrable Procedure: 54% complete (compared to 50% in May 2014)		
<b>McNair Grant, September 2013</b>	Measures should be taken to remedy the grant for violations of regulations governing when grant funds may be expended (34 CFR 75.263 - Expanded Authorities). A review process should be implemented to assist the Grants Accountant and to assure compliance.	Management agrees with the recommendation to remedy the grant for the aforementioned violations. The Grants Accountant will work on the process of refund procedures for the Department of Education. The Director of Accounting Services will supervise work of the Grants Accountant. Supervision shall include periodic review and approval of journal entries and reconciliations for the purpose of assuring compliance. Director of Accounting will further supervise Grants Accountant to include ongoing communication regarding grants and federal regulations affecting grants.  Person Responsible: Lisa George, Director of Accounting Services; John Young, Grant Accountant Timetable for Completion: June 30, 2014	Verification of Implementation in Progress
	A reconciliation process should be developed and implemented to assure that the appropriate amount of indirect cost is recorded. This reconciliation should be included in the management review process. Additionally, Accounting Services leadership should be informed when indirect cost charging is discontinued and/or resumed, with documented acknowledgment by leadership. Actions should be taken to remedy the grant for the \$2,088 incorrectly charged for indirect costs.	Management agrees with the recommendation to remedy the grant for incorrect charges of indirect costs. Grants Accountant will create an Indirect Cost Recovery Summary that reconciles Calculated Indirect Cost Recovery with Actual Indirect Cost Recovery. This report and any reconciling differences will be reviewed and approved by the Director of Accounting Services on a quarterly basis. The Grants Accountant will request reviews with the Project Director to identify participant expenses to ensure correct allocation of indirect costs. The Grants Accountant will communicate to the Director of Accounting Services and the Vice President for Finance and Operations any issues and	In Progress

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		<p>unusual circumstances.</p> <p>Person Responsible: Lisa George, Director of Accounting Services; John Young, Grants Accountant; Mary Bennett, McNair Director</p> <p>Timetable for Completion: September 30, 2014 to remedy the grant. January 31, 2014 to create Indirect Cost Recovery Summary Report.</p>	
<p><b>Joint Admission Medical Program Council (JAMP) Grant, October 2013</b></p>	<p>JAMP management and staff should review SRSU policy regarding time and effort documentation and develop systems to maintain the required level of documentation. Compliance with policy should be monitored by the JAMP Faculty Director.</p>	<p>Management concurs and will comply with SRSU policy by processing the non-exempt employee's time as follows. JAMP Faculty Director will authorize hours to be worked under the grant by non-exempt employee using a Temporary Employment Form. Hours to be worked beyond 40 per week will be authorized at the overtime rate. Non-exempt employee will submit a separate timesheet for grant hours worked on a monthly basis as the work is performed. Human Resources will base payments on timesheets approved by JAMP Faculty Director.</p> <p>Due to the JAMP program mainly being continued in the Spring and Summer months, we will be delaying completion of this activity until August 2014. We will be implementing the policy this Spring 2014 semester, and evaluating its effectiveness over the next 8 months.</p> <p>Person Responsible: Dr. Chris Ritzi, JAMP Faculty Director  Timetable for Completion: August 31, 2014</p>	<p>In Progress</p>
<p><b>Banner Security, December 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>There were twenty-two audit recommendations resulting from this audit. Two recommendations have been implemented. Three of the recommendations are pending verification of implementation and seventeen of the recommendations are in progress of being implemented.</p>		
<p><b>Public Funds Investment Act Audit (PFIA), December 2013</b></p>	<p>The SRSU Investment Officer should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.</p>	<p>Finance staff will create a formal checklist of all required investment reporting to specifically identify PFIA, SAO, and Rider 5 quarterly and annual investment report requirements. This checklist has been created and is being utilized.</p> <p>Person Responsible: Cesario Valenzuela, VP for Finance and Operations and Investment Officer, and Tammy Jamison, Administrative Assistant to the VPFO  Timetable for Completion: June 30, 2014</p>	<p>Verification of Implementation In Progress</p>

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(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<b>Student Financial Aid, April 2014</b>	<p>To ensure that work activities are performed in accordance with management objectives and applicable laws and regulations and to facilitate more seamless transitions in the event of employee turnover, the Student Financial Aid Policies and Procedures should be updated and then reviewed periodically according to an established review schedule. Review and approvals should be documented. All campuses should have access (written or electronic) to the most recent version.</p>	<p>SRSU Financial Aid’s Policies and Procedures will be updated and revised to reflect current actual processes and policy in accordance with Federal, State, and Institutional regulations. Revisions will be presented to Denise Groves, Vice President for Enrollment Management and final approval will be made by the Executive Cabinet.</p> <p>Person Responsible: Michael Corbett, Director of Financial Aid Timetable for Completion: Financial Aid Staff will begin revising the current Policies and Procedure Manual section by section with the goal of final completion by July 1, 2015.</p>	<p>In Progress</p>
	<p>Even if initial communications are verbal, any new processes or process changes should be documented at least in an email that can be distributed to all locations, including Alpine. Communications should be standardized among locations. A schedule should be set for the Director to spend time at each Rio Grande College location to conduct administrative and supervisory reviews and ensure staff is receiving correct communications and functioning appropriately.</p>	<p>Financial Aid staff will be informed of any new processes or changes through both written email notifications and staff meetings. Staff members will continue to have opportunity to attend regional and state training conferences. The Financial Aid Director will travel to RGC campuses on at least a quarterly basis to conduct training, review procedures and monitor staff progress.</p> <p>Person Responsible: Michael Corbett, Director of Financial Aid Timetable for Completion: April 1, 2015</p>	<p>In Progress</p>
	<p>A workload analysis should be performed, including staff’s input for process improvement and standardization. Efficiencies may be gained through use of tools developed by staff or obtained through benchmarking or other research. Cross-training and management participation during heavy student flow periods would also alleviate strain on staff.</p> <p>Initial and ongoing training programs, standardized for all staff, should be implemented. Processes should be documented in user-friendly formats, such as checklists. Feedback from staff should be encouraged, with action plans developed and communicated in written formats. Teamwork exercises are recommended so that staff develops a sense of team and support.</p>	<p>The University is investing in a Noel Levitz financial aid consultation designed to give valuable feedback regarding the institution’s financial aid and scholarship goals, policies, procedures, strategies, and systems. The intent of this on-campus review is to identify the strengths and limitations that contribute to or inhibit effectiveness. These strengths and limitations could be structural (facilities), procedural, management-related, perceptions (internal and external), and customer service orientation. The evaluation is also intended to help establish priorities and set directions for improving the delivery of financial aid and scholarship services that meet students’ needs and contribute directly to institutional enrollment goals.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: April 8th &amp; 9th is the scheduled consultation and timetable for completion of recommended changes will be December 1, 2014.</p>	<p>In Progress</p>

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(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	A request for retroactive approval on the change in scope for the RGC Title V grant used to fund employee scholarships should be requested from the DOE.	We will again submit a change in scope request for the RGC Title V grant in order to address this issue.  Persons Responsible: Denise Groves VP for Enrollment Management and Cesario Valenzuela VP for Finance and Operations. Timetable for Completion: August 31, 2014	In Progress
	The University should discontinue use of public funds to provide scholarships for employees unless the classes are “related to the duties or prospective duties of the administrator or employee” as authorized by Section 656.044 or “health fitness and education programs” as authorized by Section 664 .” The application form used to request employee scholarships that will be funded with public funds should be modified to provide a space for an explanation evidencing how the planned course load will support/improve employee’s job-related performance consistent with Texas Government Code Sections 656.044 and/or 664. This will ensure that the information is available for the approver’s consideration/evaluation in determining whether to approve the application. Lastly, the University should ascertain available sources of funds that can be used to replenish the public funds used for scholarships inconsistent with provisions authorized under the cited Texas Government Code Sections.	The staff development policy will be modified to include a requirement that the classes to be taken under the policy are related to the duties or prospective duties of the employee or to health fitness or related education. The application form used under this policy will be modified to include an explanation space for ensuring compliance with the requirements mentioned herein. We will review available funds to determine if any can be used to replenish the public funds mentioned in this recommendation. These changes were developed, approved by the Executive Council and communicated to the campus.  Person Responsible: Judy Perry, Director of Human Resources Timetable for Completion: May 1, 2014	Verification of Implementation In Progress
	The Staff Development Policy should be revised to require that a minimum grade be achieved for classes taken by employees for which tuition and fees are waived. The Policy should also detail consequences for not achieving the minimum grade (such as reimbursement). Likewise, when Excellence funds are used for employee scholarships, defined criteria should be utilized in determining eligibility. The practice of recruiting/encouraging staff to “fill” classes for the purpose of meeting minimum class sizes and/or bolstering enrollment should immediately be discontinued.	A requirement that a minimum grade must be achieved in classes taken by employees for which tuition and fees are waived will be included in the revision of the staff development policy described above. A requirement that a class must have already “made” before an employee may take it under this development program will also be included.  Person Responsible: Judy Perry, Director of Human Resources Timetable for Completion: May 1, 2014	Verification of Implementation In Progress
	The Staff Development Policy should be revised to provide for management review of the Form to assure that it is completed properly before being processed by the Cashier.	The revision of the Staff Development Policy will also include a requirement that the employee’s supervisor must review and approve the classes being taken under this program for compliance with the revised policy.  Person Responsible: Judy Perry, Director of Human	Verification of Implementation In Progress

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(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
	<p>A report should be developed to list all manual grade changes. The report should be reviewed periodically by someone who does not have that access.</p>	<p>Resources Timetable for Completion: May 1, 2014</p> <p>Access to the Banner grade maintenance form (SHATCKN) has been restricted to only those personnel in Records and Registration that have a legitimate need for it. An Argos report has been developed that lists all original and changed grades by term and student. The report also lists who made the manual change. The report will be run and reviewed mid-term for the prior semester by a staff member that does not have edit access to SHATCKN. Assigned staff will select five grade changes for semester and research Image Now and departmental files as necessary for proper documentation authorizing grade change. Reports will be exported from Argos into Excel files and saved on registrar's share drive in the folder titled Grade Change. Each file will have the naming convention Grade_Audit date performed mmddyy-auditor's initials.</p> <p>Person Responsible: Pamela Pipes, Director of Records and Registration Timetable for Completion: End of term, fall 2014-approximately December 19, 2014 but no later than Jan 15, 2015. Exact time of completion is dependent on creation of a shared drive for the Registrar and training of the staff member that will review the report.</p>	<p>In Progress</p>
	<p>Review processes of cashier functions related to student refunds should be implemented to ensure that refunds are appropriately calculated and posted to students' accounts.</p>	<p>We will review these processes in order to ensure refunds are appropriately calculated and posted to students' accounts. We are currently reviewing reporting that is available from the Banner system to agree with the amount of refunds on FARCHKR report .</p> <p>Person Responsible: Lisa George, Director of Accounting Services, Oscar Jimenez, Senior Manager, Terrie Salas, Cashier Timetable for Completion: September 30, 2014</p>	<p>In Progress</p>

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<b>TEXAS STATE UNIVERSITY</b>			
<b>The Texas Prompt Payment</b>	Texas State management has determined that it is in the best interest of the University to operate a student	1/17/14-The Financial Services portion of this item has been resolved. An update on the interface portion needs to	In Progress

(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
<b>Act Audit, June 2009</b>	bookstore. However, both the University Bookstore point-of-sale and the Alkek Library system require double entry to maintain receiving systems. Financial Services should jointly work with the Library and Bookstore to determine if there is a method of interfacing their independent systems with SAP to eliminate the double entry process.	be deferred to the Library and IT.  1/15/14 – From IT The Migration to Sierra has been completed. Post installation tasks are being identified  Persons Responsible: Lori Hughes, Administrative Librarian, Alkek Library, James Webb, Director of Accounting, and Joyce Muñoz, Competency Center Lead, FI Competency Center  Timetable for Completion: September 2013 7/16/13 – Revised Timetable for Completion: December 2014	
<b>Contract Compliance, November 2012</b>	Contracting and purchasing policies and procedures should be consistently followed.	07/09/14 – Verified as implemented by the Office of Audits and Analysis	Implemented
<b>Audit of Petty Cash Funds, December 2012</b>	The University should periodically assess the departments' need for petty cash funds.	07/09/14 – Verified as implemented by the Office of Audit and Analysis	Implemented
<b>Audit of the Controlled Assets Management Processes, October 2012</b>	Missing, Damaged Or Stolen Property Reports should be prepared and processed according to University Policies and Procedures Statements (UPPS).	4/21/14 – The Power point training presentation is being verified by the Office of Audits and Analysis.  Person Responsible: Frank Gonzalez, Director of Materials Management and Logistics  Timetable for Completion: September 1, 2013 10/2/13 - Revised timetable for completion: February 1, 2014.  7/29/14 – Revised timetable for completion: December 31, 2014.	Verification in Progress
<b>Receipt Processing Procedures, April 2013</b>	Departments should develop and implement procedures to ensure employees comply with UPPS 03.01.05 regarding <i>University Income Recognition and Associated Cash-Handling Procedures</i> .	7/15/14 – Verified as implemented by the Office of Audit and Analysis	Implemented
<b>Compliance Audit of Procurement Cards,</b>	The Department of Purchasing and Strategic Services should stop signing these agreements and allowing departments to perform procedures that override	7/11/14 – Verified as implemented by the Office of Audit and Analysis	Implemented

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
June 2013	established controls. If procedural/policy changes to the P-Card Manual and/or the applicable UPPS are desired, such changes should be documented in the University's official policy repository and communicated to the University community prior to deployment. Account managers and cardholders should develop and implement written procedures sufficient to ensure that they comply with all policies and procedures contained in the Manual.		
IT Policy Guideline Compliance Review, August 2013	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Since August 2013, Texas State has maintained the compliance rate for the elements noted as follows:                      Policy: 100% complete                      Procedure: 100% complete                      Demonstrable Procedure: 96% complete (compared to 96% in May)</p>		
Electronic Personnel Change Request Process, September 2013	The E-PCR training should be mandatory for any personnel who have designated responsibilities related to new appointment/hire processes. Such training should be documented on sign-in sheets; the sign-in sheets should be retained in accordance with the University's Records Retention requirements.	7/29/14 – Verified as implemented by the Office of Audit and Analysis	Implemented
Emergency Operations, November 2013	The University should develop, approve, and implement a single comprehensive policy that includes an Emergency Operations Plan that is compliant with TEC Section 51.217.	<p>Management agrees. University management will form a committee with one of its charges being to develop and implement a written comprehensive policy that includes an Emergency Operations Plan that is compliant with TEC 51.217.</p> <p>Persons Responsible: Russell Clark, Director of EHSRM and Ralph Meyer, Director of University Police Department                      Timetable for completion: September 1, 2014</p>	In Progress
	The University should have a safety and security audit conducted and should report the results of that audit to the Board of Regents and to the division of emergency management of the office of the governor.	<p>A safety and security audit will be conducted and the results will be reported to the Board of Regents and the division of emergency management of the office of the governor.</p> <p>Persons Responsible: Russell Clark, Director of EHSRM and Ralph Meyer, Director of University Police Department                      Timetable for completion: September 1, 2014</p>	In Progress
	Approved published policies and plans should be followed	University management will form a committee with one of	In Progress

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(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
 STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014

Audit Report	Recommendations	Management's Most Current Response	Status (*)
<b>TEXAS STATE UNIVERSITY SYSTEM – SYSTEM ADMINISTRATION</b>			
<b>Public Funds Investment Act (PFIA) Audit, December 2013</b>	System Administration should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS investment policies for EHSRM and the University Radiation Safety Officer should review their UPPS and ensure the review cycle deadlines have been met.	Person Responsible: Russell Clark, Director of EHSRM Timetable for completion: September 2014 Person Responsible: Russell Clark, Director of EHSRM Timetable for completion: September 2014	In Progress
<b>Spill Prevention controls and Countermeasures (SPCC) Plan, November 2013</b>	EHSRM management should update the University's Plan to ensure all requirements are properly included and all cross-references are included and accurate.  EHSRM management must ensure that all oil handling employees are trained on the Plan on an annual basis.  Furthermore, to help increase the awareness of the Plan, it should be added to a University UPPS.  EHSRM management should improve their communications with the various departments throughout the University to ensure that the access and the exact location of all oil containers on University property are known so that the containers can be inspected according to the SPCC Plans procedures.	Timetable for completion: The plan will be initiated with and Analysis  7/21/14 – Training should be started no later than September 1, 2014 with non-facilities personnel having completed training by December 31, 2014.  Person Responsible: Russell Clark, Director of EHSRM Timetable for completion: June 1, 2014 7/21/14 – Revised timetable for completion: December 31, 2014  7/18/14 – Verified as implemented by the Office of Audit and Analysis	Implemented  In Progress  Implemented

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
		investment reports required for the February, 2014 Regents meeting and formalized over the course of the following 10 months.	

(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

**Texas State University System  
Governmental Relations Committee**

*David Montagne, Chair  
Rossanna Salazar  
Jaime Garza*

**Item(s) to Report**

1. Legislative Update

**Texas State University System  
Information Resources Committee**

*Donna Williams, Chair  
Charlie Amato  
Jaime Garza*

**Item(s) to Report**

1. Texas State University 10 Gigabit IRU Project Status Update
2. Implementation Update on System-wide E-Procurement Project
3. TCC Consortium Update
4. CIO Council Update
5. Campus IT Updates

## Texas State University System Contracts

### Action Items

1. ~~LU: Food Services Agreement~~ Pulled at request of LU
2. LU: Service Agreement with Academic Partnerships for Delivery of Online Courses
3. LU: Specializations Provider Agreement
4. TXST: Possession and Use Agreements for Texas Department of Transportation

### Consent Items

5. SHSU: CONSENT: Authorization to Purchase Real Estate
6. SHSU: CONSENT: Motion for Ground Lease
7. SRSU: CONSENT: Donation of Lease for Sustainable Ranch Management Program and Land Restoration Research
8. TXST: CONSENT: Amendment to the University Shuttle Service Agreement
9. TXST: CONSENT: Purchase of Property for STAR Park Expansion

## **LU: Food Services Agreement**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Lamar University be authorized to enter into a new Food Services Agreement with Compass Group USA, Inc. by and through its Chartwells Division, effective September 1, 2014 through June 30, 2024, upon review and approval of the Vice Chancellor and General Counsel.

### **Explanation**

After completion of the bidding process to procure a new long-term food services contract, Lamar University recommends approval of a contract with Chartwells, effective September 1, 2014 – June 30, 2024. Gross revenues paid to Chartwells over the term of this agreement will be in excess of \$70 Million Dollars. The contract proposal has been reviewed by the University Food Services Committee. The 10 year commitment continues a relationship between LU and Chartwells; the previous ten year agreement between the two entities went into effect in 2004. In this agreement, base commissions to the university will increase from 10% on all gross revenue to 12.5% on national brands, 25% on concessions, and 17.5% on all other gross revenue. National brands listed include Jason's Deli; Chick-fil-A; Starbucks; Papa John's pizza; and others.

Under the agreement, Chartwells provides the University a One Million Dollar (\$1,000,000.00) unrestricted signing bonus, to be amortized on a straight line basis over the first five years of the agreement. Additionally, Chartwells will provide Investment funds for the Food Service Program to fund capital improvements to the University's premises in the amount of Seven Million Five Hundred Twenty-two Thousand Dollars (\$7,522,000.00), during the first 5 years amortized on a straight line basis over ten years with zero (0%) interest and without any other fees. Also provided in years six (6) through ten (10) of the Agreement (2019/2020 – 2023/2024) is One Hundred Thousand Dollars (\$100,000.00) per year for a total of Five Hundred Thousand Dollars (\$500,000.00). These Investment funds are to update and revitalize the Food Service Program as needed, and will be mutually agreed upon. These potential additional Investment funds shall be fully amortized by June 30, 2024. The University reserves the right to not accept Investment funds from Chartwells. This agreement provides an investment total of up to \$9,002,000 to the University over 10 years.

In kind benefits include a \$200,000 One-time partnership gift; \$50,000 per year unencumbered catering fund; \$34,000 per year academic scholarship fund; and five (5) student internships valued at \$29,000 per year (estimated at \$1,330,000 over 10 years).

The anticipated use of the food services investment funds will include but are not limited to the following: renovation and/or build out of Setzer Student Center, technology and porch seating at Brooks-Shivers Dining Hall, catering production kitchen at Montagne Event Center, University Reception Center upgrades, Avenue C Micro Market at Umphrey Recreation Center, food truck landing pad(s), I.C.E. portable container retail store concept, vehicles and computers. The University will determine the actual use and management of any and all Investment funds at its sole discretion.

**Subject to review and approval by the Vice Chancellor and General Counsel**

**AGREEMENT TO OPERATE AND MANAGE FOOD SERVICES**

This Agreement to Operate and Manage Food Services ("Agreement") is made and executed this 1st day of September, 2014, between Lamar University, with principal offices located in Beaumont, Texas (referred to as "University") and Chartwells, a division of Compass Group USA, Inc., a Delaware corporation, with principal offices in Charlotte, North Carolina (referred to as "Contractor") (individually, a "Party," and collectively, the "Parties").

**FOR AND IN CONSIDERATION OF** the premises and mutual agreements herein, Contractor and University agree as follows:

**Article I. The Contract Documents**

Section 1.01 In case of dispute between the documents, the order of precedence is set forth below, except that attachment Z shall supersede all other provisions of this agreement and any related documents. The documents which constitute the entire agreement between the University and Contractor are enumerated as follows and incorporated into this Agreement by reference:

- (a) This Agreement to Operate and Manage Food Services between University and Contractor, executed September 1, 2014 and commencing September 1, 2014 (previously defined as the "Agreement").
- (b) The Food Service Operations Manual, dated September 1, 2014 (the "Operations Manual").
- (c) Exhibit A to the Agreement – Financial Terms
- (d) Exhibit B to the Agreement – RFP# 734-04222014-WG Food Services, including all attachments and amendments thereof.
- (e) Exhibit C to the Agreement – The Contractor's Proposal, signed and dated May 30, 2014, including all follow-up presentations, questions and responses.
- (f) Exhibit D to the Agreement – Future Annual Business Plans
- (g) Exhibit E to the Agreement – Information Technology Systems

**Subject to review and approval by the Vice Chancellor and General Counsel**

**Article II. Purpose of Agreement**

Section 2.01 PURPOSE OF AGREEMENT – This Agreement sets forth the terms and conditions upon which University retains Contractor to manage and operate On-Site Services (as defined herein) for University's employees, students, visitors and guests at the property owned or leased by University or University's subsidiaries or affiliates ("Affiliates") as said property is identified in the Operations Manual. The parties agree that this Agreement is an exclusive right for Residential Food and Retail Food operations in the facilities defined in the Operations Manual, and a non-exclusive agreement for any concessions and catering Services between University and Contractor. University is not required to purchase any specific On-Site Services from Contractor and may change its requirements at any time as necessary based upon overall business objectives, it being understood that Contractor shall have the exclusive right to provide On-Site Services with the exception of concessions and catering services. These objectives shall include, without limitation, the right of adding or removing facilities to this Agreement in accordance with the terms of this Agreement.

Section 2.02 CHANGES – University shall have the right to change with or without cause the On-Site Services being provided to the University by providing sixty (60) calendar days prior written notice to Contractor. If the change results in an increase in On-Site Services, Contractor shall provide a written plan for the increased services and the parties shall work together to agree on the terms of the increased services.

Section 2.03 EXCLUSIONS – In addition to the non-exclusive rights to concessions and catering referenced above, the following are also excluded from this Agreement:

- (a) Vending is excluded from the On-Site Services that will be provided.
- (b) Exclusive Pouring Rights as stated in the Operations Manual.
- (c) The Contractor will have exclusive rights to provide residential and retail services on campus, and non-exclusive rights to provide catering and concessions services on campus. The Contractor shall be considered the preferred catering service provider, with exclusive rights only in the University Reception Center (Gray Library, 8th Floor), and will have first right of refusal for services costing over two hundred fifty dollars (\$250) elsewhere on campus. The University will have the right to override first right of refusal
- (d) University reserves the right to offer for sale through its on-campus bookstore, currently managed by a third-party, products and services that may be competitive or similar in nature to products and services offered by the Contractor.

**Subject to review and approval by the Vice Chancellor and General Counsel**

**Article III. Definitions**

The following defined terms shall have the following meanings:

*ACCOUNTING PERIOD* – Contractor’s accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

*AFFILIATE* – A subsidiary or an affiliate of Contractor or University.

*APPROVAL REQUIREMENTS* – The Contractor must submit to University, in writing, requests for changes to On-Site Services as defined in the Operations Manual. University will review and determine approval of the changes. Changes will not be made before written approval is completed. Any changes shall be mutually agreed upon by the parties.

*CASH SALES* – Funds collected from Customers at the point-of-sale.

*CARRY OUT* – Food and beverages purchased from the Retail Food Service for consumption away from the Retail Food Service area footprint.

*CATERING* – Specific On-Site Services, including Meeting Support and Special Event Service, requested by an authorized person of the University in accordance with Approval Requirements.

*CHARGE SALES* – The purchase of On-Site Services by credit, Food Dollars, Meal Exchange, Express Funds, debit and stored cards.

*CHARGE* – The fee established by Contractor for goods or services provided by Contractor.

*COMMENCEMENT DATE* – September 1, 2014.

*CONTRACTOR* – The firm being employed by University to manage and provide the On-Site Services pursuant to the terms of the Agreement.

*CUSTOMER* – Person consuming food and beverages within University's facilities.

*DIRECT EXPENSES* – On-site expenses specifically approved by University, excluding Food Cost and Labor Cost.

*EMPLOYEE* – Persons employed on-site by the Contractor to provide the On-Site Services.

*EXCESS ON OPERATIONS* – Amount that the Net Sales exceed the Operating Expense.

**Subject to review and approval by the Vice Chancellor and General Counsel**

*EXTERNAL BENCHMARKING* – The confidential sharing of data among peer institutions of the University.

*FISCAL YEAR* – September 1 through August 31, annually.

*FOOD COST* – On-site expenses for edible products prepared for Customer consumption.

*GROSS REVENUE* – Gross Sales less Sales Tax.

*GROSS SALES* – All sales of food, beverages, goods, merchandise and services in the Food service, including applicable local, state and federal sales taxes.

*GUEST* – Person having access to the Food Services and Catering who is a visitor in University's facility.

*INVENTORY* – On-site products and supplies purchased by the Contractor that have not been processed or utilized in providing the On-Site Services.

*LABOR COST* – Exempt and Non-Exempt compensation, including approved payroll taxes, payroll insurance and fringe benefits, for the Contractor's on-site Employees.

*OFF-SITE PRODUCTS* – Goods and services supplied to the Contractor from an offsite purveyor.

*ON-SITE MANAGER* – Contractor's on-site Employee directly responsible for supervision and management of the On-Site Services provided by the Contractor.

*ON-SITE SERVICES or FOOD SERVICE PROGRAM* – Services to be provided by Contractor in accordance with the Operations Manual and RFP #734-04222014-WG Food Services.

*OPERATING EXPENSES* – Specifically approved by the University, on-site expenses incurred by the Contractor for providing the On-Site Services as defined in the Operations Manual.

*OPERATING STATEMENTS* – In a format acceptable to University, separate financial and statistical data provided by the Contractor by location as specified in the Operations Manual for Retail Food Service, Residential Food Service, Catering and Concessions for each Accounting Period.

*OPERATIONS MANUAL* – Manual for Operation and Management of Food Services that specifies the Current Conditions, and the University's and Contractor's Responsibilities.

**Subject to review and approval by the Vice Chancellor and General Counsel**

*POURING RIGHTS* – An exclusive agreement between the University and a beverage company that will be honored by the Contractor as specified in the Operations Manual.

*PRE-OPENING EXPENSES* – Extraordinary, non-recurring Operating Expenses incurred by the Contractor in accordance with the Operations Manual.

*PRICE AND PORTION GUIDE* – Representative list of the price and portion size of typical menu items.

*PROPERTY* – The University's facility for which the Contractor is providing the On-Site Services pursuant to this Agreement.

*QUALITY ASSURANCE AUDIT* – Periodic inspection and rating of the preparation, handling and presentation characteristics of the edible products and On-Site Services provided by the Contractor as provided for in the Operations Manual.

*RETAIL FOOD SERVICE* – A food service provided for students, faculty, staff, and guests as defined in the Operations Manual.

*RESIDENTIAL FOOD SERVICE* – A food service provided for students and guests as defined in the Operations Manual.

*SALES TAX* – All applicable local, state and federal excise and revenue taxes to food, beverages and services. These taxes will be collected and paid by Contractor.

*SMALLWARES* – China, glass, flatware, trays, cookware, tableware, racks, utensils and tools.

*SPECIAL EVENT SERVICES* – Specific Catering On-Site Services requested as needed and as authorized in accordance with the Approval Requirements.

*SPECIAL EVENT PLANNER* – A document provided by Contractor to assist with the scheduling and planning of functions which require Special Event On-Site Services.

*UNIVERSITY* – The University, or an Affiliate of, as the case may be.

*UNIVERSITY'S REPRESENTATIVE* – Person or firm designated in writing by University to convey and receive notices, requests or other communications from the Contractor.

*WRITTEN APPROVAL* – The communication of record required to comply with certain provisions of the Operations Manual.

**Subject to review and approval by the Vice Chancellor and General Counsel**

**Article IV. Term**

Section 4.01 The term of this Agreement is for a period of nine (9) years ten (10) months, commencing September 1, 2014 (the "Commencement Date") unless terminated sooner as provided herein. The term expires June 30, 2024.

**Article V. University's Responsibilities and Contractor's Responsibilities**

Section 5.01 The scope of services and the responsibilities of the University and the Contractor are specified in the Operations Manual and RFP # 734-04222014-WG Food Services, including all attachments, proposals, presentations, and follow-up documents thereof.

**Article VI. Financial Terms**

Section 6.01 Contractor shall collect and account for Gross Sales and pay Operating Expenses. The Financial Terms of the Agreement are provided in Exhibit A of this Agreement.

**Article VII. Special Terms and Conditions**

Section 7.01 INSURANCE: The Contractor shall provide and maintain the accepted minimum Owner insurance coverage as outlined in the Operations Manual until the work covered in the contract is completed. Such insurance shall be primary naming Lamar University – Beaumont and the Texas State University System, their regents and employees shall be named as additional insureds. All policies of insurance must contain a provision that the company writing the policy will give the University a thirty (30) day notice of cancellation or material change to the amounts of insurance.

Section 7.02 INDEPENDENT CONTRACTOR: The Contractor shall not be an employee of the University, but shall be an independent Contractor. The Contractor shall indemnify and hold the University harmless with respect to all withholding, social security, unemployment compensation, and all other taxes or amounts of any kind relating to employment of any labor or other persons providing services to the University under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments that shall bind the University or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

Section 7.03 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this

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contract and all Subcontractors that it may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that it is fully responsible for the negligent acts and omissions of its Subcontractors and of persons employed by them as Contractor is for the negligent acts and omissions of its own employees.

Section 7.04 RESTORATION: Upon the termination or expiration of the Agreement, the Contractor shall vacate the Property and equipment, leaving them in substantially the condition in which they were received at the Commencement Date, and as modified by improvements made with the Investment, reasonable wear and tear and loss due to fire or other casualty not caused by Contractor's negligence excepted. "Reasonable wear and tear" shall include loss resulting from breakage or damage arising in the ordinary course of operations. "Reasonable wear and tear" shall not include pilferage or theft by Contractor's Employees, or excessive wear and tear and breakage resulting from misuse or abuse of the facilities, equipment and Smallwares either through the negligence or intentional acts of the Contractor or Contractor's Employees and agents.

Section 7.05 STANDARDS OF CONDUCT: The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.

Section 7.06 TERMINATION FOR CAUSE: Either party may terminate the contract for failure to perform pursuant to the contract by providing ninety (90) days written notice; provided, however (1) that in the event that such failure to perform is cured within the 90 day period, the contract will not terminate, and provided further (2) that the Contractor may not terminate prior to the end of a semester.

Section 7.07 TERMINATION BY CHOICE: The University may terminate the contract at any time by giving at least one hundred eighty (180) days prior written notice to the other party of the intention to terminate the Contract.

The Contractor may terminate the Contract by giving written notice to the University of the intention to terminate the Contract at least one hundred eighty (180) days prior to June 30, and the termination will be effective June 30.

Section 7.08 TRANSITION. Upon the expiration or earlier termination of this Agreement, Contractor shall cooperate with University and provide University with termination/expiration assistance in order to enable University to obtain from another vendor, or provide for itself, services to substitute for or replace those

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provided by Contractor. Such assistance will begin on the delivery of any notice of termination under the Agreement or ninety (90) calendar days prior to the expiration date, regardless of the reason for such expiration or termination, and extend until termination or expiration of the Agreement. Contractor will cooperate in supporting third-party designee's transition activities.

Section 7.09 STUDENT EMPLOYMENT POLICY: It is mandatory that the Contractor adhere to the University Student Employment policies, found at: <http://students.lamar.edu/student-handbook.html>

Section 7.10 TEXAS STATE UNIVERSITY SYSTEM (TSUS) POLICIES: The Contractor is required to adhere to all Texas State University System (TSUS) policies regarding third party vendors found at <http://www.tsus.edu/about/policies.html>

Section 7.11 EQUAL OPPORTUNITY LAWS AND AFFIRMATIVE ACTION: The University is committed to Equal Opportunity. The Contractor must comply with Equal Opportunity laws and will not discriminate against any employee or applicant for employment because of race, creed, national origin, sex, age, job-unrelated handicap, marital status, sexual orientation, or gender identity. **The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Section 7.12 SUBCONTRACTING: Any service provided by the Contractor that will be performed, in whole or in part, by Affiliates or subcontractor of the Contractor must be specifically identified. The business relationship between the Contractor and such third parties must be sufficiently explained in the response so as to allow the University to make a reasonable judgment as to any risk or benefit of such a relationship. The University will enter into a relationship with the Contractor, which shall assume full responsibility for the performance of any Affiliate or subcontractor.

Section 7.13 FINAL OPERATING STATEMENTS AND PAYMENTS: Upon termination of this Agreement for any reason, Contractor shall account to University for all matters outstanding with respect to this Agreement and in furtherance of that

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end, Contractor shall deliver to University the following with respect to this Agreement:

- (a) A final accounting, reflecting the final Operating Statements as of the date of termination to be delivered within thirty (30) calendar days after such termination.
- (b) Any balance or monies of University held by Contractor to be delivered within thirty (30) calendar days after such termination. University shall simultaneously deliver to Contractor any monies due to be paid within thirty (30) calendar days after such termination.

Section 7.14 INFORMATION TECHNOLOGY SYSTEMS: Any hardware or software that will require use of the Lamar University network must be pre-approved by Lamar University IT Division and must comply with Lamar University Policies. By reference the following documents are incorporated into this agreement:

- Texas State University System Mutual Non-Disclosure Agreement
- Attachment Z – “Applicable Law, Limitations, Waiver of Sovereign Immunity, Indemnification and Dispute Resolution”

Refer to Exhibit E.

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by University (“Contractor owned Systems”), which may need to interface with or connect to University’s networks or information technology systems (“University Systems”). Contractor shall be responsible for all Non-University Systems, and University shall be solely responsible for University Systems and both will take the necessary security and privacy protections. Contractor will serve as the merchant-of-record for credit or debit card transactions in connection with any of the services provided hereunder. Contractor will be responsible for complying with **University policies**, all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (“Data Protection Rules If Contractor owned Systems interface with or connect to University Systems, then, upon University review and approval, University agrees to implement forthwith upon request from Contractor, at **Contractor’s** expense, the changes to the University Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor’ compliance with the Data Protection Rules.

If Contractor demonstrates that changes to the University Systems are necessary and prudent to ensure Contractor’s compliance with the Data Protection Rules, the Contractor will submit a request to the University to review and approve such changes. If approved, then at the Contractor’s expense, the changes would

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be scheduled and implemented by the University. University will promptly provide Contractor with written notice of any change to its policies pertaining to University Systems, or change in configuration of University Systems, in order that Contractor may assess the impact of such change upon the security of Non-University Systems. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable lawyer's fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

**Article VIII. Method of Payment**

Section 8.01 Payment will be made in accordance with the Operations Manual. All invoices shall show the contract number and/or purchase order number. Invoices for items or services ordered, delivered, and accepted shall be submitted by the Contractor to the address that appears on the University's assigned purchase order.

Section 8.02 The Contractor shall ensure that a current W-9 (Taxpayer Identification Number and Certification) is on file in the Accounts Payable Office. Failure to have a current W-9 on file may delay payment of any invoice(s) submitted. Invoices presented to the Accounts Payable Office are deemed valid only if a current W-9 is on file.

Section 8.03 INVOICES:

(a) Please e-mail invoices to: [kenneth.rodriquez@lamar.edu](mailto:kenneth.rodriquez@lamar.edu)

(b) A copy of all invoices must be mailed to:

Lamar University  
Attention: Kenneth Rodriguez  
P.O. Box 10003  
Beaumont, TX 77710

(c) Weekly Invoices: Within five (5) days after the end of each week, Contractor will submit to University an invoice for the amounts due Contractor pursuant to meal plan data for such period as provided by the University. Periods will be mutually agreed upon. Contractor shall invoice University for all catering and special events due as incurred.

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**Article IX. General**

Section 9.01 LOSS OF FUNDING: Performance by Lamar University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or if the Board fails to allocate the necessary funds, then Lamar University will issue written notice to Contractor and Lamar University may terminate the Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Lamar University.

Section 9.02 FORCE MAJEURE: Neither the Contractor nor Lamar University shall be liable to the other for any delay in, nor failure of performance of, any requirement included in any contract resulting from this contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Section 9.03 RIGHT TO AUDIT: At any time during the term of the Contract and for a period of four (4) years thereafter, Lamar University or a duly authorized audit representative of Lamar University, The Texas State University System, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under the Contract. In the event such an audit by Lamar University reveals any errors/overpayments by Lamar University, Contractor shall refund Lamar University the full amount of such overpayments within thirty (30) days of such audit findings, or Lamar University, at its sole option, may deduct such overpayments from any amounts Lamar University is required to pay Contractor under this or any Contract.

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Section 9.04 INDEMNIFICATION:

(a) To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such Party, any willful misconduct of such Party, or any breach by such Party of its obligations under this Agreement. The right of a Party (the "Indemnified Party") to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed; subject to approval by the Texas Office of Attorney General, control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon the Indemnified Party.

(b) In addition, Contractor shall and does hereby agree to indemnify, protect, defend with counsel approved by Lamar University, and hold harmless indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by contractor pursuant to the contract, or the use by Contractor, or by indemnitees at the direction of contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for such infringement, Lamar University shall promptly notify contractor and contractor shall be given full opportunity to negotiate a settlement. In the event of litigation, Lamar University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

(c) The indemnities contained herein shall survive the termination of the Contract for any reason whatsoever.

Section 9.05 INDEPENDENT CONTRACTOR: Contractor is and shall remain an independent contractor in relationship to Lamar University. Lamar University shall not be responsible for withholding taxes from payments made under any contract. Contractor shall have no claim against Lamar University for vacation pay, sick leave, retirement benefits, social security, worker's compensation,

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health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Section 9.06 GOVERNING LAW AND VENUE: Travis County, Texas, shall be the proper place of venue for suit on or in respect of the Contract. The Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Section 9.07 CANCELLATION: Lamar University shall have the right to cancel all or any part of the Contract if Contractor breaches any of the terms, conditions, or requirements hereof, or if the Contractor closes its business operations, becomes insolvent or is adjudged bankrupt. Such right of cancellation is in addition to, and not in lieu of, any other remedies that Lamar University may have at law or in equity.

Section 9.08 AUTHORIZED TO CONDUCT BUSINESS IN TEXAS AND EXECUTE AGREEMENTS: If Contractor is a corporation or a limited liability company, Contractor 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 the Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

Section 9.09 PAYMENT OF DEBT OR DELINQUENCY TO THE STATE: Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Contractor agrees that any payments owing to Contractor under the Contract may be applied directly to any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

Section 9.10 NO INDUCEMENT FOR CONTRACT AWARD: Contractor affirms that it has not given or offered to give, nor does Contractor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Contract.

Section 9.11 TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION: Pursuant to Texas Family Code Section 231.006 relating to child support, Contractor

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certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 9.12 OPEN RECORDS: Contractor is hereby notified that Lamar University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. University will notify Contractor of a request for public information that implicates Contractor's materials and will provide Contractor with the opportunity to raise any objections to disclosure to the Texas Attorney General prior to disclosure of the Agreement of any Confidential Information of Contractor. Contractor is required to make any information created or exchanged with the University pursuant to the contract, that is not excepted from disclosure under the Public Information Act, available in a format that is accessible to the public at no additional charge. The following formats are deemed to comply with this provision: electronic files in Word, PDF, Excel or similar format and paper copies mailed to University. Chartwells is not subject to the Public Information Act. However, Chartwells recognizes that Lamar is subject to the Act and will comply with requirements of the Act that impact this contract. In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). Subject to the preceding paragraph, the Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and

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shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement. See Texas State University System Mutual Non-Disclosure Agreement, which is attached hereto and made a part hereof.

Section 9.13 SEVERABILITY: In the event that any provision of the Contract, or the application thereof to any person or circumstance, is determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Contract, and the application of such provision to persons or circumstances other than those to which it is determined to be unlawful, invalid, or unenforceable to any extent, shall continue to be valid and may be enforced to the fullest extent permitted by law.

Section 9.14 TIME OF ESSENCE. Time is of the essence with regard to all of Contractor's obligations pursuant to this Agreement.

Section 9.15 PARAGRAPH HEADINGS. The paragraph headings and captions of this Agreement are for convenience only and shall not be used to interpret any of the terms or conditions of this Agreement.

Section 9.16 ENTIRE AGREEMENT. This Agreement, and the documents executed contemporaneously herewith and/or incorporated herein by reference, set forth all the agreements and undertakings between University and Contractor relative to the providing of On-Site Services to the Property and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, executed or executory, between them other than as herein set forth or set forth in said written instruments executed contemporaneously with execution hereof. This Agreement may not be modified in any manner except by an instrument in writing executed by the parties hereto.

**Subject to review and approval by the Vice Chancellor and General Counsel**

**IN WITNESS WHEREOF**, authorized representative of the University and Contractor have executed this Agreement to be effective as of the day and year written above.

COMPASS GROUP USA, INC. by and through its Chartwells Division

By: \_\_\_\_\_  
Steven M. Sweeney Date  
President & CEO

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
Kenneth Evans, PhD, President Date  
Lamar University

\_\_\_\_\_  
Chancellor Brian McCall, PhD Date

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
The Honorable Donna M. Williams Date  
Chairman of the Board

**Subject to review and approval by the Vice Chancellor and General Counsel**

**EXHIBITS**

Exhibit A – Financial Terms

Exhibit B – RFP# 734-04222014-WG Food Services, including all attachments and amendments thereof.

Exhibit C – The Contractor's Proposal, signed and dated May 30, 2014, including all follow-up presentations, questions and responses.

Exhibit D – Future Annual Business Plans

Exhibit E – Information Technology Systems



TEXAS STATE UNIVERSITY SYSTEM  
MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (AGREEMENT) is made this \_\_\_\_\_ between \_\_\_\_\_ (\_\_\_\_\_) and Lamar University, Beaumont, TX (INSTITUTION), a component institution of the Texas State University System, with principal offices in Austin, Texas.

In order to facilitate certain discussions, analyses, and activities related to an existing or potential business transaction (TRANSACTION) between (\_\_\_\_\_) and INSTITUTION, certain information (INFORMATION), has been and will be disclosed, orally and in writing, to INSTITUTION by (\_\_\_\_\_) and to (\_\_\_\_\_) by INSTITUTION. All INFORMATION of any kind disclosed by either (\_\_\_\_\_) or INSTITUTION regarding the TRANSACTION shall be considered confidential and proprietary, regardless of whether it is marked or designated as such, and shall only be used and/or disclosed as provided in this AGREEMENT. For purposes of this AGREEMENT, with respect to any specific item of INFORMATION, the party disclosing such information shall be referred to as the “Disclosing Party” and the party receiving such information shall be referred to as the “Receiving Party”.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, (\_\_\_\_\_) and INSTITUTION, intending to be legally bound, agree as follows:

1. Each Receiving Party agrees:

- a. to hold any INFORMATION furnished to it by a Disclosing Party in the same manner that it holds its own confidential and proprietary information,
- b. to keep the INFORMATION secret and treat it confidentially,
- c. except as otherwise provided in this AGREEMENT, not to permit any other person or entity to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other person or entity, nor use in any manner for such Receiving Party’s or any other person’s or entity’s purposes or benefit, any INFORMATION furnished to it by a Disclosing Party, and
- d. not to use or aid others in using any INFORMATION in competition with the applicable Disclosing Party, except to the extent that disclosure is required by law or by a decision of the Texas Office of Attorney General and the State Public Information Act; provided, however, that the Receiving Party shall provide the Disclosing Party with notice as far in advance of any required disclosure as is reasonable and practicable in order for the Disclosing Party to obtain an order or other assurance that any information required to be disclosed will be treated as INFORMATION and the Receiving Party shall use all reasonable efforts to cooperate with the Disclosing Party in connection therewith and in furtherance thereof.
- e. transfer INFORMATION only in the format agreed upon by both.



2. Unless written consent is otherwise granted by the Disclosing Party, the Receiving Party shall restrict its disclosure of any INFORMATION disclosed to it by the Disclosing Party to those employees of the Receiving Party with a need to know such INFORMATION in order to perform services specifically requested by the Receiving Party related to facilitating the discussions, analyses, and activities related to the TRANSACTION; provided that all such employees shall be notified of the confidential and proprietary nature of such INFORMATION and shall agree to treat the INFORMATION in accordance with the requirements of this AGREEMENT.
  
3. The obligation, imposed upon a Receiving Party herein shall not apply to INFORMATION of a Disclosing Party which
  - a. is already available to the public or becomes available to the public through no wrongful act of the Receiving Party,
  - b. is already in the possession of the Receiving Party and not subject to an existing agreement of confidence between the Disclosing and Receiving Parties,
  - c. is received from a third party without restriction and without the Receiving Party's knowledge that the third party has breached any confidentiality obligations it may have to the Disclosing Party, or
  - d. is independently developed by the Receiving Party.
  - e. The Texas Public Information Act will apply.
  
4. All INFORMATION furnished by the Disclosing Party to the Receiving Party shall be deemed to be loaned to the Receiving Party for use solely in connection with facilitating the discussions and analyses related to the TRANSACTION and shall, upon the written request of the Disclosing Party, either be returned to the Disclosing Party or destroyed by the Receiving Party. In connection with any such request, if so requested by the Disclosing Party in writing, the Receiving Party shall confirm in writing to the Disclosing Party that it has destroyed or returned all copies of the Information disclosed by the Disclosing Party then in its possession.
  
5. This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date last executed below.

INSTITUTION

( )

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

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

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

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

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

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

**ATTACHMENT “Z”**  
**Applicable Law, Limitations, Waiver of Sovereign Immunity,  
Indemnification and Dispute Resolution**

**APPLICABLE LAW:**

**FOR ANY AWARD THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.**

**LIMITATIONS:**

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Lamar University (“University”) to enter into certain terms and conditions of an agreement, including, but not limited to:

- those conditions relating to liens on University’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;
- liabilities for acts or omissions of third parties;
- payments of attorneys’ fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the “Limitations”).

**Terms and conditions relating to these “Limitations” will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.**

**WAIVER OF SOVEREIGN IMMUNITY:**

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of the University relating to the Agreement constitutes, or is intended to constitute, a waiver of the University’s, or the state’s, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

**INDEMNIFICATION:**

Upon award, this section shall apply only to the extent permitted by Texas law. Lamar University does not waive any of its rights or defenses under Texas law.

**DISPUTE RESOLUTION:**

To the extent that **Chapter 2260, Texas Government Code**, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for the Texas State Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

**NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):**

“In any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appears on the face of the contract; or (2) whether the contract includes any provisions to the contrary.”

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**Lamar University is a member of The Texas State University System**

**Subject to review and approval by the Vice Chancellor and General Counsel**

**I. Financial Arrangement**

***A. Fiscal Year***

1. The fiscal year will commence on September 1st of each year, and end on August 31st. The Parties will utilize this fiscal year and an Accounting Period cycle for financial reporting as specified in the Agreement and Operations Manual.

***B. Excess on Operations Basis and Compensation***

1. The Contractor shall operate all services on an Excess on Operations basis. The University will not subsidize the food operations. Any financial losses from the Food Service Program (“Food Service Program” or “On-Site Services”) will be the sole responsibility of the Contractor.
2. The Contractor shall operate the residential dining operation in the dining hall in a manner in which the Contractor receives a fixed payment for each board participant as outlined in section E below, and shall operate the remainder of the On-Site Services, including retail, catering, conferences, and concessions sales, with a percentage of Gross Sales paid to the University as outlined in section F below.
3. All price modification between the University and the Contractor will be presented according to the Agreement and Operations Manual.

***C. Investment***

1. Contractor will provide investment funds to the University for University’s Food Service Program to fund capital improvements to the University’s premises in the amount of Seven Million Five Hundred Twenty-Two Thousand Dollars (\$7,522,000.00) (“Investment”). This Investment will be disbursed in accordance with the table below, and amortized on a straight line basis in accordance with such table. No additional markups will be allowed to be expensed to capital investment for “direct support.” This includes but is not limited to corporate support fees. The University will have the right to re-allocate funds at its discretion, and the Parties mutually agree on disbursement dates and amortization schedules. All Investment funds shall be fully amortized by June 30, 2024.

**Subject to review and approval by the Vice Chancellor and General Counsel**

Year	Proposed Item	Amount	Disbursement Date/Amortization Begins	Amortization Completion Date
Year 1	Brooks-Shivers Dining-Hall Technology	\$100,000.00	10/1/2014	6/30/2024
	Brooks-Shivers Dining-Porch Seating	\$125,000.00	10/1/2014	6/30/2024
	Refresh Setzer-Compass Brands	\$300,000.00	10/1/2014	6/30/2024
	Catering Kitchen Montagne Center	\$400,000.00	10/1/2014	6/30/2024
	University Reception Center Lounge	\$300,000.00	10/1/2014	6/30/2024
	Wellness Center Ave. C	\$200,000.00	10/1/2014	6/30/2024
	Food Truck and Landing	\$250,000.00	10/1/2014	6/30/2024
	Vehicles	\$89,000.00	10/1/2014	6/30/2024
	Computers	\$8,000.00	10/1/2014	6/30/2024
	<b>TOTAL YEAR 1</b>	<b>\$1,772,000.00</b>		
Year 2	POS/Cbord Micros	\$150,000.00	10/1/2015	6/30/2024
	Setzer Center/Infrastructure/Franchise	\$3,900,000.00	10/1/2015	6/30/2024
	ICE Concept	\$200,000.00	10/1/2015	6/30/2024
	Starbucks	\$400,000.00	10/1/2015	6/30/2024
	<b>TOTAL YEAR 2</b>	<b>\$4,650,000.00</b>		
Year 3	Brook-Shivers Pulse on Dining	\$1,100,000.00	10/1/2016	6/30/2024
	<b>TOTAL</b>	<b>\$7,522,000.00</b>		

2. In addition to the Investment provided to the University by the Contractor as described above, a One Million Dollar (\$1,000,000.00) unrestricted signing bonus, to be amortized on a straight line basis over the first five years of the Agreement, will be provided to the University by the Contractor (the “Signing Bonus”). The University shall hold title to items funded by the Signing Bonus. the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, the University is liable for and promises to pay to Contractor on the termination date the unamortized portion of the Signing Bonus.
3. The Investment will be amortized on a straight-line basis with zero percent (0%) interest and without any other fees, commencing the day the Agreement is executed. Such amortization of the Investment shall be charged as an Operating Expense. All Investment funds shall be fully amortized by June 30, 2024.
4. The Contractor shall provide One Hundred Thousand Dollars (\$100,000.00) per year for a total of Five Hundred Thousand Dollars (\$500,000.00) in years six (6) through ten (10) of the Agreement (2019/2020 – 2023/2024). The purpose of these Investment funds are to refresh the Food Service Program as may be

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needed, and will be mutually agreed upon. These potential additional Investment funds shall be fully amortized by June 30, 2024. The University reserves the right to not accept Investment funds from the Contractor.

5. The anticipated use of the Investment funds will include but are not limited to the following: renovation and/or build out of Setzer Student Center, technology & porch seating at Brooks-Shivers Dining Hall, catering production kitchen at Montagne Event Center, University Reception Center upgrades, Avenue C Micro Market at Umphrey Recreation Center, food truck landing pad(s), I.C.E. portable container retail store concept, vehicles and computers.
6. The University will determine the actual use and management of any and all Investment funds at its sole discretion. However, in the event University chooses to utilize Investment funds for purposes other than those described in Contractor's proposal, or chooses to implement improvements on a schedule that differs from the schedule described in the proposal (collectively, "University Elections"), it is acknowledged that adherence to such University Elections may impact revenues, expenses, and/or operating efficiencies, and thus may impact the pro forma. In such event, Contractor and University shall mutually agreed upon the potential effect of such University Elections on Contractor's ability to achieve its pro forma and the Parties will mutually agree to modify the financial arrangements between them in consideration thereof.
7. The University shall hold title to items funded by the Investment.
8. If the Agreement expires or is terminated for any reason prior to the full amortization of the Investment, the University is liable for and promises to pay to Contractor on the termination date the unamortized portion of the Investment.

***D. Board Days 2014/2015 Academic Year***

1. The number of Board Days in the 2014/2015 Academic Year is 228, and the number of Board Days in 2015 Summer Term is 70 (35 each session). Days of Operation are outlined in the Operations Manual. It is understood that Board Days will be mutually agreed upon and executed.
2. Break Service Days – The residential dining services shall be open through the Thanksgiving and Spring Break periods on a limited basis to be mutually agreed upon in order to provide services to the international students or others authorized to remain on campus during these periods.

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***E. Residential Fee for Service Meal Plans and Rates***

1. Details of the current Fee for Service meal plans are specified in the Operations Manual.
2. The following residential and independent meal plans will be offered and invoiced weekly to the University exclusive of Declining Balance (“DB”) Dollars, based on 114 days for Fall/Spring per term, and 35 days per Summer session:

<b>Meal Plan</b>	<b>Daily Meal Plan Rate, exclusive of DB*</b>	<b>Total Cost</b>	<b>Term</b>
All-Access + \$125 DB**	\$8.48	\$966.72	Fall/Spring 2014
14 Meals/Week + 150 DB**	\$7.58	\$864.12	Fall/Spring 2014
10 Meals/Week + \$350 DB**	\$5.69	\$648.66	Fall/Spring 2014
90 Meals/Semester Block + \$450 DB**	\$4.08	\$465.12	Fall/Spring 2014
Summer 50 Meals/Session Block + \$100 DB	\$7.90	\$276.50	Summer 2015
Commuter 50 Meals/Semester Block + \$200 DB	\$1.65	\$188.10	Fall/Spring 2014

\*Declining Balance (DB) Dollars are subject to Commissions paid to the University when redeemed. The University retains all unused DB Dollars at the end of each semester.

\*\*Up to 114 service days for Fall/Spring per term.

3. The Plan Rates above are guaranteed for the first two (2) years of the Agreement. Plan Rates are negotiable after Year 1, but any agreed upon changes would not become effective until Year 3, after the first two (2) years of the Agreement.
4. Within five (5) days after the end of each week, Contractor will submit to University an invoice for the amounts due Contractor pursuant to meal plan data for such period as provided by the University. For clarity, meal plan data, such as rosters and current total participants in each meal plan, will be provided to the Contractor by the University on a weekly basis. The Contractor shall invoice the University based only on the most current weekly data. There will be no lock on roster totals at any time.
5. Partial Board Days billing schedule - When partial operating days occur, the

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Contractor shall bill the University a portion of the Daily Meal Plan Rate on the following basis:

- a) Breakfast – 25%
- b) Lunch – 35%
- c) Dinner – 40%

***F. Commissions***

1. University receives a commission from Contractor on all Non-Board Food Gross Revenue. The term “Non-Board Food Gross Revenue” as used in this section shall include Gross Revenue from all retail food sales, residential food door sales, declining balance (DB) sales, concessions and catering sales, but shall not include revenue from Meal Plan sales.
2. For the period commencing September 1, 2014 and continuing until June 30, 2015 the University shall receive commissions as follows:

	<b>Percent (%) of Gross Revenue Commission to University</b>
Residential Food (Guest, Faculty, Staff Meals)	17.5%
Retail Food (includes commission-eligible subcontractor sales)	17.5%
Catering	17.5%
Concessions	25.0%
Declining Balance Dollars (DB)	17.5%
National Brands	12.5% (except DB at 15.0%)

3. Any commissions paid to the University shall be charged as an Operating Expense.
4. Contractor agrees to guarantee Year One (2014-2015) commissions to the University of Seven Hundred Twelve Thousand Dollars (\$712,000.00). Year Two (2015-2016) commissions will be guaranteed up to the amount of actual Year One commissions. Year Three (2016-2017) commissions will be guaranteed up to the amount of actual Year Two commissions, and so forth, providing a guaranteed commission structure for each year of the Agreement including any renewals.

***G. Early Return Days and Pricing***

1. Students (athletes, resident advisors, etc.) start to arrive on campus in early-

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August each fall before classes begin. The residential food services shall be open to accommodate early returning students as mutually agreed upon, and upon proper pre-authorization the meals will be invoiced to the applicable department of the University on an actual usage basis. Residential meal rates for early returning students will be invoiced at the current Camp and Conference Pricing as outlined in the following section, or as otherwise mutually agreed upon.

***H. Summer Camp and Conference Pricing***

1. The Camp and Conference Meal Rates invoiced to the University are:

<b>Meal</b>	<b>Meal Rate</b>
Breakfast	Current Cash Door Rate - Guests
Lunch	Current Cash Door Rate - Guests
Dinner/Brunch	Current Cash Door Rate – Guests
Daily	Current Cash Door Rate - Guests

***I. Faculty/Staff and Guest Meal Prices***

1. The Door Rate or Guest Meal Rate at Residential Food facilities is:

<b>Meal</b>	<b>Cash Door Rate – Faculty/Staff</b>	<b>Cash Door Rate – Guests</b>
Breakfast	\$5.00	\$5.95
Lunch	\$6.00	\$6.95
Brunch	\$7.00	\$7.95
Dinner	\$7.00	\$7.95

***J. Menu Pricing***

1. All menus and prices are provided by the Contractor and must be approved by the University.
2. The following are market basket pricing tables for retail food, catering and concessions:

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<i><b>Retail Pricing</b></i>		
<b>Item</b>	<b>Portion</b>	<b>Retail Price</b>
Juice, Bottle	16 oz.	\$1.99
Milk	16 oz.	0.99
Coffee	16 oz.	1.49
Coffee, Premium	16 oz.	2.05
Soda, Fountain	24 oz.	1.35
Soda, Bottle	20 oz.	1.49
Tea, Bottle	16 oz.	2.29
Water, Bottle	20 oz.	1.49
Bagel	Each	1.59
Eggs	2 Eggs	1.39
Bacon Strips	3 Bacon Strips	1.35
Breakfast Sandwich - Egg/Sausage/Cheese	Each	3.65
Soup	Cup	2.44
Tuna Sandwich	Each	4.65
Turkey Sandwich	Each	2.39
Cheeseburger	1/4 lb.	3.79
French Fries	Regular	1.50
Pizza, Cheese	Slice	4.29
Grilled Chicken Sandwich	Each	4.49
Chef Salad	Each	5.35
Pasta, Entrée	Each	4.99
Rotisserie Chicken Entrée	Each	4.99
Big Grab Chips	Bag	1.09
Apple Pie	Slice	1.39
Yogurt, Container	6 oz.	2.49

***K. Continuous Improvement Plan and Performance Outcomes***

1. Within one-hundred (120) days of the Commencement date of the Agreement, , the Contractor and University shall mutually agree upon the specific Continuous Improvement Program (CIP) program to be utilized as outlined in the Operations Menu.
2. The Contractor shall provide funding to support the CIP and external

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benchmarking to the University each year of the contract in the form of a check at a rate of 1.0% of all Gross Revenue of the Food Service Program under contract. The payment to the University will be made as follows: 50.0% at the beginning of the fall semester and 50.0% at the beginning of the spring semester. At the end of each contract year reconciliation shall be performed to ensure that the University has been paid all amounts due under this provision.

3. The CIP funding shall not be amortized, and is not subject to any buyback terms or conditions. CIP funding shall be charged as an operating expense on the Contractor’s financial statements.

***L. Special Services – In-Kind Donations***

1. The Contractor will provide the following without charge to the University:

Item	Annual In-Kind Donation to the University	Notes
One-Time Partnership Gift	\$200,000.00	2014-2015 only
Unencumbered Catering Fund	\$50,000.00	Annually (up to \$500,000 if 10 years)
*Academic Scholarships (4) (Marketing, Hospitality Administration & Culinary Arts, Dietetics)	\$34,000.00	Annually (up to \$340,000 if 10 years)
Five (5) paid internships (Marketing, Hospitality Administration & Culinary Arts, Sustainability, Dietetics, Construction Management)	--	Costs borne by Contractor. Value estimated at \$29,000.00 per year.

\*Scholarship recipients from the Hospitality Administration & Culinary Arts program will be guaranteed a job offer by the Contractor upon graduation.

2. Additional In-Kind Donations – The Contractor shall be dedicated to achieving the measurable goals as outlined below as proposed by Contractor. The Contractor and University will mutually determine a sliding scale for In-Kind donations related to achieving these goals within one hundred twenty (120) days of contract commencement. These goals and potential in-kind donations will be part of, and in addition to, the Continuous Improvement Program (CIP) outlined in section K above.

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- a) HUB Plan Purchasing - Contractor shall meet or exceed local & HUB purchasing goals as stated in the Operations Manual. If the Contractor fails to meet or exceed these targets as measured quarterly, a contribution up to \$50,000 to a University scholarship fund is required.
  - b) Catering – Contractor shall meet or exceed expectations and customer satisfaction with regard to catered events. This will be monitored through post event surveys through the online CaterTrax system. If Contractor does not meet the set criteria, an in-kind contribution of up to \$50,000 annually to a University scholarship fund shall be required.
  - c) Safety & Sanitation – Contractor employs a third party quality assurance, safety and sanitation company who performs annual audits of its operations. If mutually agreed upon performance metrics are not achieved, Contractor shall contribute up to \$25,000 annually to a University scholarship fund.
  - d) Customer/Student Satisfaction – Through the Contractor’s third party surveys, Contractor hereby commits to an increase in customer satisfaction scores annually. Contractor shall use the current combined 2014 survey results as a baseline and work with the University to develop mutually agreeable satisfaction goals. Should Contractor fail to achieve the mutually agreed upon goals, Contractor shall contribute \$50,000 to a University scholarship fund.
3. In-Kind Donations are gifts to the University and are not amortized or subject to any buyback terms or conditions. In-Kind Donations shall be charged as an Operating Expense on the Contractor’s financial statements.

***M. Rebates on Product Purchases***

1. Many of the manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor’s purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowance and other payments obtained from manufactures, supplier and distributors, will be retained by Contractor.
2. University accepts that Contractor or its parent company, Compass Group USA, Inc. (“Compass”) may receive volume, trade or cash discounts for items purchased as part of doing business at University and that those discounts will accrue to Chartwells and/or Compass and will not be credited back to University and is not a part of Gross Revenue as defined in the contract.
3. The Contractor will apply a 2.5% Volume Allowance Rebate credit on all food and paper purchases on its monthly financial operating statements.

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*N. Conditions*

1. The financial and operations terms of the Agreement are also based on conditions in existence on the date Contractor commences service, including without limitation University's student population; labor costs (including but not limited to benefits and insurance costs); food and supply costs; federal, state and local sales, use and excise tax. In addition, Contractor has relied on representations regarding existing and future conditions made by University in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or failure to fulfill, any representation of University, the Parties shall negotiate in good faith to adjust the financial and operational terms on a mutually agreeable basis to reflect the impact of such change, inaccuracy or breach.

Operations Manual  
Lamar University, Beaumont, TX  
Submitted August 14, 2014

**Subject to review and approval by the Vice Chancellor and General Counsel**

**OPERATIONS MANUAL  
FOR  
OPERATION AND MANAGEMENT OF FOOD  
SERVICES**

**LAMAR UNIVERSITY**

**Beaumont, Texas**

**September 1, 2014**

**Subject to review and approval by the Vice Chancellor and General Counsel**

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## 1. PROJECT CONDITIONS

### 1.1. Current Services / Hours by Site / Meal Period

1.1.1. The following provides an overview of current project conditions only. The Contractor’s RFP Proposal and responses to University questions, which are Exhibits to the Agreement, provide specific food concepts and brands to be implemented including but not limited to Jason’s Deli, Starbucks, Chick-fil-A, Panda Express and Taco Cabana. The Contractor shall adhere to their proposed concepts and brands, including the proposed timelines for implementation.

<b>Residential Food – Brooks-Shivers Dining Hall</b>		
	<b>Monday – Friday</b>	<b>Saturday-Sunday</b>
Breakfast	7 AM – 10:00 AM	7 AM – 10:00 AM
Lunch	11:00 AM – 2:00 PM	-
Brunch	-	11:00 AM – 2:00 PM
Dinner	4:30 PM – 8:00 PM	4:30 PM – 8:00 PM
Limited	OPEN between meals (continuous dining 7a-8p)	OPEN between meals (continuous dining 7a-8p)

<b>Retail Food – Mirabeau’s – Setzer Student Center (includes Outtakes, Starbucks “We Proudly Brew”)</b>			
	<b>Monday – Thursday</b>	<b>Friday</b>	<b>Saturday-Sunday</b>
Daily Hours	7:00 AM – 11:00 PM	7:00 AM – 6:00 PM	9:00 AM – 6:00 PM
SUMMER HOURS	(TBD) By mutual agreement	(TBD) By mutual agreement	(TBD) By mutual agreement

<b>Retail Food – Cardinal Nest – Food Court - Setzer Student Center (Mondo Subs, Sono Mexican, Pollo Chicken, Balanced Kitchen, Pizza Hut, Sushi w/ Gusto)</b>			
	<b>Monday - Thursday</b>	<b>Friday</b>	<b>Saturday-Sunday</b>
Daily Hours	10:30 AM – 6:30 PM	10:30 AM – 2:30 PM	Closed
SUMMER HOURS	(TBD) By mutual agreement	(TBD) By mutual agreement	(TBD) By mutual agreement

<b>Retail Food – Avenue C Micro Market (self-checkout vending market) Umphrey Recreation Center</b>	
	<b>Monday – Sunday</b>
Daily	Open 24/7 (All Hours that Recreation Center is open)

<b>Retail Food – Monroe Hall Cardinal Store – Outtakes Convenience Store and Papa John’s Pizza - Cardinal Village Residential Housing</b>				
	<b>Monday – Friday</b>		<b>Saturday</b>	<b>Sunday</b>
Daily	7:30 AM – 11:00 PM		7:30 AM – 1:00 AM	4:00 PM – 11:00 PM
SUMMER HOURS	8:00 AM – 2:00 PM or by mutual agreement	8:00 AM – 2:00 PM or by mutual agreement	TBD By mutual agreement	TBD By mutual agreement
DELIVERY	24 HOUR Service – 7 Days per Week			

<b>Retail Food – Food Trucks (Two or Three trucks) – Bahn Mon Renegade and Jamaican Cajun</b>			
	<b>Monday – Thursday</b>	<b>Friday</b>	<b>Sat-Sun</b>
Daily	7:30 AM – 5:00 PM	10:00 AM – 3:00 PM	Closed

<b>Retail Food – I.C.E. Container Store (Fresh Press or other to be mutually agreed upon)</b>			
	<b>Monday – Thursday</b>	<b>Friday</b>	<b>Sat-Sun</b>
Daily	7:30 AM – 5:00 PM	7:30 AM – 3:00 PM	Closed

## 1.2. Serving Dates and Other Information

- 1.2.1. Fall 2014 – Meal plans begin Thursday, August 21, during move-in weekend.
- 1.2.2. Spring 2015 – Meal plans begin Saturday, January 27, 2015.
- 1.2.3. The Dining Hall will be expected to be open for move-in weekend August 21-24, 2014, and must accept cash/credit payment for parents and guests.
- 1.2.4. The following table provides additional information by venue:

<b>Additional Facility Information</b>		
<b>Dining Venue</b>	<b>Approx. # of Seats/Capacity</b>	<b>Total # of Operating Days</b>
Brooks-Shivers Dining Hall (Residential AYCTE)	650	See section 4.4
Mirabeau’s – Retail	125	192
Cardinal Nest Food Court	300	192
The Juice Bar (Umphrey Recreation Center)	50+	192
Monroe Hall Cardinal Store (C/Store and Papa John’s)	0	225
University Reception Center (8 <sup>th</sup> Floor Gray Library; three (3) rooms)	300, 125, 60	As Needed
Red Room (Montagne Center)	50	As Needed
Cardinal Room (Montagne Center)	128	As Needed
Suites at Provost Umphrey Stadium (7 total)	6=132 total seats	As Needed

suites)	1=42 seats	
Private Press Box Suites at Provost Umphrey Stadium (2)	34 seats each	As Needed

### 1.3. Residential Dining Operating Days

1.3.1. Operating days are those days the residential Dining Hall is open to accept meal plans. The number of operating days per semester are:

- 1.3.1.1. Fall 2014 – 114 days
- 1.3.1.2. Spring 2015 – 114 days
- 1.3.1.3. Summer 2015 – 70 days (35 each of two sessions)

### 1.4. Meal Plan Information

1.4.1. The information below is a description of meal plans for 2014-2015:

- 1.4.1.1. All students living on campus are required to purchase a resident meal plan with the exception of senior students having obtained 90 academic credits or more. All resident meal plans are comprised of meals and Declining Balance (DB) dollars. DB dollars may be used at any dining location on campus.
- 1.4.1.2. There are no off-campus establishments that accept Declining Balance dollars.
- 1.4.1.3. Declining Balance dollars may not be used off campus without Contractor's and University's mutual written consent.
- 1.4.1.4. Declining Balance dollars are similar to a debit account and do not carry over from the fall semester to the spring semester or year to year. Any unused DB Dollars at the end of an academic semester are not refundable and are retained by the University.
- 1.4.1.5. Resident meal plan meals are served with unlimited seconds on servings of all items.
- 1.4.1.6. The All-Access, 14-Meal and 10-Meal meal plans are non-transferrable and are intended for the sole use of the student pictured on the identification card. The Block 90, Summer Block and Commuter Block meal plans are non-transferrable, yet the students will be allowed to swipe as many meals for themselves and guests as they choose or until they deplete the meals paid for. Unused meal plan meals for those having a 14- or 10- meal per week plan cannot be carried over to subsequent weeks. Unused meal plan meals for Block Plans do not carry over from semester to semester.
- 1.4.1.7. Refunds on meal plans are not permitted except as provided by the University's policy for students who appeal to the respective

University representative regarding a change in circumstances affecting their continued participation in the meal plan program.

1.4.1.8. A summary of meal plans for 2014-2015:

<b>Meal Plan Options 2014-2015</b>			
<b>Plan</b>	<b>Residential Meals in the Dining Hall (All-You-Care-to-Eat)</b>	<b>Declining Balance (DB) Dollars for use at all on-campus Retail Food locations</b>	<b>Estimated Price to the Student per semester</b>
<b>90 Block Meal Plan</b>	<i>90 Meals per semester</i>	\$450.00	\$1,290.00
<b>10 Meal Plan</b>	<i>10 Meals per week</i>	\$350.00	\$1,400.00
<b>14 Meal Plan</b>	<i>14 Meals per week</i>	\$150.00	\$1,400.00
<b>All Access</b>	<i>Unlimited access</i>	\$125.00	\$1,525.00
<b>Summer 50 Block Meal Plan</b>	<i>50 Meals per summer session (there are two sessions)</i>	\$100.00	\$425.00
<b>Commuter 50 Block Meal Plan</b>	<i>50 Meals per semester</i>	\$200.00	\$560.00

## **2. UNIVERSITY'S RESPONSIBILITIES**

### **2.1. Food Services Facilities and Equipment**

- 2.1.1. The University will replace the Food Service Program facilities and equipment owned by the University as necessary to maintain the facilities and equipment in a safe condition suitable for their intended use and in compliance with applicable governmental laws, regulations, codes, and ordinances. Contractor shall be responsible for repairs as well as replacements caused by the negligent or intentional acts of its Employees.
- 2.1.2. In accordance with the equipment manufacturer's written recommendations, the University will provide, for the Food Service Program operations equipment owned by the University, those routine preventive maintenance procedures that are scheduled monthly or less frequently than one (1) time per month.
- 2.1.3. The University will, in a timely manner, make all repairs and replacements of facilities and equipment that are required as a result of normal wear-and-tear and not caused by the negligence of the Contractor or its employees. Damages caused by carelessness or negligence of the Contractor, its employees or vendors will be repaired or replaced by the University promptly at the Contractor's expense.
- 2.1.4. The University will retain the right to use any and all of the facilities for purposes other than feeding. Notice shall be made prior to such usage.
- 2.1.5. If substantial, repetitive repairs occur on the same equipment, the Contractor will present, for review and approval of the University, a request to replace the Food Services Program operations equipment.
- 2.1.6. The University is responsible for the annual cleaning and inspection of hood ducts above the ceiling, plenums and related vents and fans. The Contractor shall be responsible for routine cleaning and maintenance of hoods and filters below the ceiling.
- 2.1.7. The University will be responsible for furniture and audiovisual set-up for catered events, the cost of which to be borne by the University.
- 2.1.8. The University will be responsible for the removal of grease from grease traps, and cleaning and maintenance of grease traps.
- 2.1.9. The University will be responsible for regular cleaning of walls (above 7 feet from the finished floor), windows, light fixtures (including light bulb replacement), draperies and blinds in facilities associated with the Food Service Program.
- 2.1.10. The University will be responsible for semi-annual waxing and buffing of floors and deep cleaning of carpets in public areas in facilities associated with the Food Service Program.

- 2.1.11. The University will be responsible for all necessary services related to the successful operation of those buildings related to the operation of the Food Service Program, with the exclusion of those services provided by the Contractor under the terms of this contract.
- 2.1.12. The University's cleaning and maintenance responsibilities are included in Section 7 with the Summary Chart of Responsibilities.

## **2.2. Office Space**

- 2.2.1. The University will provide the Contractor with available and adequate office space for its on-site management and administrative personnel, as well as existing office furnishings in these spaces.

## **2.3. Building Utilities**

- 2.3.1. The University will provide reasonable electrical, water, sewer, gas, access to local telephone, heat, conditioned air, and ventilation required for the Food Service Program operations and equipment. The University will invoice Contractor for long distance telephone expenses.
- 2.3.2. The University will provide for removal of trash, deposited by the Contractor as directed by the University, in on-site containers. The University will invoice Contractor for trash expenses. Contractor shall dispose of chemicals in locations designated and approved by the University.
- 2.3.3. The University does not guarantee uninterrupted utility service or building access during emergencies.

## **2.4. Audit of Financial, Contract Compliance, Quality Assurance and Sanitation**

- 2.4.1. The University will periodically, and without advance notification, conduct financial reviews, contract compliance, quality assurance and sanitation inspections of the food service facilities and equipment with or without a Contractor's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation and access to all financial records, foodservice, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.
- 2.4.2. The University reserves the right to periodically and without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve Food services operations.

## **2.5. Approval of Personnel**

- 2.5.1. The University will have approval authority for all candidates to be assigned to any management position at University's campus. The University will have the right to interview and approve all management candidates prior to acceptance by the Contractor for employment at University's campus, which approval will not be unreasonably withheld or delayed.

**2.6. Smallwares: Glassware, Flatware, China, Kitchenware, etc.**

2.6.1. The University will provide the starting inventory of smallwares (china, glassware, trays and kitchenware) to support a given level of activity. The University shall, at its discretion, expand the inventory as necessary based on operational.

**2.7. Insurance**

2.7.1. The University will insure the buildings within which the Food Service Program will operate and will bear the cost of said insurance.

**2.8. Delivery of Sick Trays**

2.8.1. The University will provide, if necessary, for delivery of sick trays to the residence halls.

**2.9. Requirement of Meal Plan Participation**

2.9.1. The University will generally require all students living in the residence halls to participate in a meal plan while in attendance at the University, with the exception of seniors with a minimum of 90 hours or those with medical requirements. Certain exceptions to the basic requirement by the University will be as the result of professional staff adjustments made by the University based upon unique circumstances of the immediate student case. The University reserves the right to change its meal plan requirements at its sole discretion, and will provide reasonable notice to the Contractor of such change.

**2.10. Non-Hiring of Employees**

2.10.1. The University acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, the University agrees to not, without Contractor's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by the University, of any person who is or has been a Contractor salaried employee within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of the Contract.

**2.11. Security**

2.11.1. The University's Police Department will provide security service in the same manner provided for other University campus facilities. Special security services may be provided upon request with Contractor agreeing to fully reimburse the University for such services.

### 3. CONTRACTOR'S RESPONSIBILITIES

#### 3.1. General Scope of Responsibilities

- 3.1.1. Contractor shall, at a minimum, provide the Services as set forth in this Operations Manual in support of the University's Food Service Program operations. Contractor shall provide, daily, the residential food services, retail food services, catering and concessions at times and locations as required by the University. Except as specified herein, no other services shall be provided by Contractor unless agreed to in writing and attached as an amendment or change order to the contract.
- 3.1.2. The Contractor shall provide all necessary services, supplies food, labor, and management as an "independent contractor," such term as being defined by the Internal Revenue Code.
- 3.1.3. The Contractor will have exclusive rights to provide residential and retail services on campus, and non-exclusive rights to provide catering and concessions services on campus. The Contractor shall be considered the preferred catering service provider, with exclusive rights only in the University Reception Center (Gray Library, 8<sup>th</sup> Floor), and will have first right of refusal for services costing over two hundred fifty dollars (\$250) elsewhere on campus. The University will have the right to override first right of refusal.
  - 3.1.3.1. ATTACHMENT E is a campus map provided for the purpose of geographically defining the exclusivity boundary for on-campus residential food services and retail food services. The dashed line ("---") indicates the Lamar property line and the exclusivity boundary.
- 3.1.4. The Contractor shall provide all the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the management of the Food Service Program (residential dining, retail dining, catering, athletic concessions) to function at a level of quality acceptable to the University. The Contractor shall be responsible for food purchasing and production, quality control, human resources management (hiring, training, development, dismissal, etc. of its own employees), financial and technical management of the Food Services Program. The University shall have the right to designate its own appropriate staff to work proactively and in liaison with the Contractor to insure full compliance with all terms and provisions of the contract. If University determines that this Agreement will result in a "private business use" under Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code") and any revenue procedures interpreting Section 141(b) of the Code, including, but not limited to, Regulation 1.141-3(b)(2)-(7) or Revenue Procedure 97-13, then the Parties shall negotiate in good faith to adjust the provisions of this Agreement in order for this Agreement to be considered

one of the “permissible arrangements” described in Section 5.03 of Revenue Procedure 97-13.

### **3.2. Compliance with Regulations**

- 3.2.1. Contractor and its Employees shall comply with University policies concerning conduct, health, safety, smoking, sanitation, security, and efficient operation of quality food services.
- 3.2.2. Contractor and its Employees shall comply with applicable governmental laws, regulations, codes and ordinances related to the on-site services provided by Contractor.
- 3.2.3. Contractor shall obtain applicable licenses, operating permits, and inspections required by governmental authorities necessary for the Contractor to provide the on-site Services.
- 3.2.4. Within twenty-four (24) hours after a governmental inspection of the food services facility, Contractor shall provide a copy of the inspection report to the University.
- 3.2.5. Contractor shall pay to the appropriate governmental authorities applicable payroll, sales and use taxes, and contributions that may be assessed as a result of providing the on-site services.
- 3.2.6. Any penalties, financial or otherwise, will be paid by or be the responsibility of the Contractor.
- 3.2.7. The Contractor shall obtain all licenses from the Federal, State, and Local authorities necessary to conduct activities hereunder and further agrees that the Contractor will, at all times, comply with all Federal, State, and Municipal Laws and Ordinances relative to activities hereunder and all rules and regulations of the Board of Health and Board of Fire Underwriters having jurisdiction over the premises.

### **3.3. General Management Duties**

- 3.3.1. Contractor shall have the general duty and responsibility of managing the Food Service Program in a good and efficient manner and shall, in a timely manner, in good faith, with due diligence, and for the best interests and benefit of the University, perform its duties and comply with services as outlined in this document.

### **3.4. Systems Management and Data Processing**

- 3.4.1. Contractor shall provide management systems, procedures, training, support and data processing software applications to assist Contractor in the following:
  - 3.4.1.1. Catering planning and cost accounting;
  - 3.4.1.2. On-site staffing, employment records and labor relations;
  - 3.4.1.3. Catering per function cost accounting;

- 3.4.1.4. Operating statements, budgets and analysis;
  - 3.4.1.5. Statistical data accumulation and analysis;
  - 3.4.1.6. Product purchase, inventory and usage by facility;
  - 3.4.1.7. Quality and sanitation assurance;
  - 3.4.1.8. Menu planning, menu cost estimating and menu printing;
  - 3.4.1.9. Health and safety program equal to or exceeding industry standard;
  - 3.4.1.10. Contractor will not be allowed to load any system on University-owned computers.
- 3.4.2. At the University's discretion, the Contractor may contract with the University to receive restricted campus telephone or long distance service on a reimbursable basis to the University. Any data lines for the University ID systems are at the University's expense. All other service data lines are at the Contractor's expense.
- 3.4.3. The University requires that the Contractor include a Point of Sale system that utilizes the latest technologies. The University requires that the Contractor pay for the yearly software license ("POS License Fee") of this system.
- 3.4.4. The Contractor, at their expense, shall provide trained personnel to operate the Point of Sale ("POS") systems at all the food service facilities. The Contractor shall bear all costs of operation within the food services including paper supplies, repairs and labor to operate the system.

### **3.5. Computer Technology Access**

- 3.5.1. The Contractor shall comply with all University regulations, including regulations concerning connections to the University's computing systems. Contractor shall be responsible for all costs and charges related to telecommunication services provided by the University to Contractor.
- 3.5.2. Contractor may request that the University acquire certain computers solely for Contractor's use in providing the services, and the University may, in its sole discretion, acquire such computers, provided that such computers are (i) purchased at Contractor's expense; and (ii) remain the property of the University. Notwithstanding anything to the contrary, however, Contractor shall not connect any technology equipment to the University's computer network and information resources system without the prior written consent of the University.

### **3.6. Website**

- 3.6.1. The Contractor, at its expense, shall establish and maintain a custom, high quality, guest interactive, informational web site for the Food Service Program that is linked to the University's web site, at a location on University's web site designated by the University. Contractor's

informational web site shall not include any third party advertising without the prior written permission from the University. At a minimum, the web site shall contain information on the following:

- 3.6.1.1. Dining locations, days/hours of operation, menus and pricing;
  - 3.6.1.2. Resident meal plan configuration, pricing and policies;
  - 3.6.1.3. Voluntary meal plan information, promotional materials, and online purchase capability;
  - 3.6.1.4. Nutritional and wellness education information;
  - 3.6.1.5. Catering menus, pricing and policies;
  - 3.6.1.6. Online, interactive software platform for web-based catering ordering;
  - 3.6.1.7. Information and links regarding the Food Service Program's sustainability practices;
  - 3.6.1.8. Web site information shall be kept current at all times.
  - 3.6.1.9. Contractor's website shall be personalized to include University Brands and Logos.
- 3.6.2. Contractor shall develop and maintain a downloadable mobile solution for the Food Service Program. Application will feature dining locations, menus, and other key components as designated by the University.
- 3.6.3. Contractor is encouraged to offer additional e-commerce solutions on its web site, subject to prior review and approval by the University.
- 3.6.4. The University will not be required to obtain any approval from Contractor regarding the creation of the University link other than merely notifying Contractor of the location and/or addresses for the same.
- 3.6.5. The University may take such action as it deems appropriate to maintain the integrity of the service and its web site and, accordingly, has the right to remove or temporarily restrict access to Contractor's link at any time. Contractor shall use its reasonable efforts to advise the University immediately of any activities that may adversely affect the University's web site. The University has the full and exclusive right to grant or otherwise permit Contractor to access the University's web site and use the University's site links.

### **3.7. Annual Business and Strategic Plans**

- 3.7.1. The Contractor shall be responsible for development and implementation of an Annual Plan for the successful continuation of the Food Service Program for each year of the contract term. For the first year of the contract term, Contractor's Annual Plan shall be developed as part of Contractor's submittal and final contract negotiations with the University, with implementation to begin immediately upon execution of the contract. For subsequent contract years, on or before February 1, the Contractor shall

provide the University with a Food Service Program assessment that, at a minimum, incorporates the following:

- 3.7.1.1. SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Food Service Program;
  - 3.7.1.2. Evaluation of the University's Food Service Program versus best practices in collegiate dining;
  - 3.7.1.3. Market basket survey of on-campus retail and catering pricing in comparison to off-campus competitors;
  - 3.7.1.4. Peer campus survey of meal plan configuration and rates in comparison to the University;
  - 3.7.1.5. Based on all of the above, recommendations for service, program and/or policy modifications for the next fiscal year, as well as recommended equipment additions or replacement.
- 3.7.2. The University will provide feedback on Contractor's initial recommendations on or before March 1. Based on this, Contractor shall prepare an Annual Plan for the management of the Food Service Program for the following contract year. The Annual Plan shall be based on identified goals and objectives as established and determined by the University and, at a minimum, shall address the following:
- 3.7.2.1. Planning and/or implementation of new dining locations and/or modifications to existing dining operations;
  - 3.7.2.2. Meal plan configuration, pricing and policies;
  - 3.7.2.3. Menus, concepts, pricing, and days of service/hours of operation for all service locations;
  - 3.7.2.4. Catering menus, pricing and policies;
  - 3.7.2.5. Summer conference services menus, pricing and policies;
  - 3.7.2.6. Athletic concessions pricing for all venues;
  - 3.7.2.7. Detailed marketing plan, with specific revenue enhancement strategies and objectives for mandatory meal plan sales, voluntary meal plan sales, retail meal sales and catering sales;
  - 3.7.2.8. Employee training plan, including budget;
  - 3.7.2.9. Preventive maintenance plan for equipment;
  - 3.7.2.10. Updated continuous improvement plan;
  - 3.7.2.11. Updated sustainability plan;
  - 3.7.2.12. Updated wellness program;
  - 3.7.2.13. Objectives for local agricultural products purchases;

- 3.7.2.14. Capital expenditure plan and budget for both Contractor and University-provided capital expenditures;
  - 3.7.2.15. Smallwares expenditure plan and budget for Contractor provided smallwares;
  - 3.7.2.16. Complimentary meal plan budget and/or catering credits;
  - 3.7.2.17. Pro forma financial projections of revenue and expenses for the Food Service Program, by month and year for each dining operation, and in total.
- 3.7.3. Once the Annual Plan is approved by the University, which it will have the right and sole discretion to do, it shall be incorporated into the contract as an attachment. The Contractor shall be responsible for complying with the annual plan, and shall not substantially deviate from it without the express written consent of the contract administrator. At the close of each fiscal semester, or more frequently if deemed necessary by the contract administrator, the Contractor and the University will meet to review operating results for the fiscal year to date, as well as operating plans for the balance of the fiscal year.
- 3.7.4. Should the University request significant changes to a previously approved annual plan due to changing food service needs on campus, such an action will constitute a fair negotiation situation with regard to any required compensation to the University based upon a showing of financial need by the Contractor.
- 3.7.5. As part of the annual planning process, the Contractor shall work proactively with the University in identifying, developing, and providing information for the Food Service Program. The Contractor shall assist the University in their strategic planning process.

### **3.8. Protection of Persons and Property**

- 3.8.1. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to the facilities, or other property or equipment of the University.
- 3.8.2. As soon as reasonably possible, Contractor shall notify University of any emergency situation or condition potentially endangering human health or safety or damage to the facilities or other property or equipment of the University.
- 3.8.3. Contractor reserves the right to deny alcoholic beverage service to customers and guests. Alcohol will only be served at special functions with written approval from the University. Any required licensing for these special functions will be the responsibility of Contractor with pre-approved cost reimbursable by the University.

### **3.9. Insurance**

3.9.1. The Contractor shall provide and maintain the minimum insurance coverage shown below until the work covered in the contract is completed. Lamar University – Beaumont shall be listed as an additional insured. All policies of insurance must contain a provision that the company writing the policy will give the University a thirty (30) day notice of cancellation or reduction to the amounts of insurance. Minimum required policy limits may be provided through a combination of primary and excess insurance.

1. Commercial General Liability

1.1 Occurrence General Aggregate	\$1,000,000
1.2 Owner’s & Contractor’s Products Comp./Oper. Aggregate	\$1,000,000
Protective Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
1.3 Products/Comp. Oper. Fire Damage (Any One Fire)	\$ 50,000

2. Automobile Liability

2.1 Any Auto Combined Single Limit	\$1,000,000
2.2 All Owned Autos Bodily Injury (Per Person)	\$1,000,000
2.3 Scheduled Autos Bodily Injury (Per Accident)	\$1,000,000
2.4 Hired Autos Property Damage	\$1,000,000
2.5 Non-Owned Autos	\$1,000,000
2.6 Garage Liability	

3. Excess Liability	Each Occurrence	\$1,000,000
	Each Aggregate	\$1,000,000

4. Workmen’s Compensation	Statutory Limits
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5. Employer’s Liability Each Accident	\$ 100,000
Disease (Policy Limit)	\$ 500,000
Disease (Each Employee)	\$ 100,000

**3.10. Use of Facilities**

- 3.10.1. Contractor shall obtain written approval from the University prior to utilization of the facilities or equipment for any purpose other than providing the on-site Food Service Program to the University.
- 3.10.2. Contractor shall obtain written approval from the University prior to removal or modification of any facilities or equipment owned or leased by University.
- 3.10.3. Contractor shall provide the University unrestricted access to the on-site Food Service Program areas.

**3.11. Pre-Existing Catering Events**

- 3.11.1. Contractor shall honor any pre-existing executed catering contracts for special events, conferences, etc. The Contractor may, however, offer options to the contracted party. The contracted party has the first right of refusal to continue the pre-existing executed catering contract.

### **3.12. Pouring Rights**

- 3.12.1. The University currently has an exclusive contract with the Beaumont Coca-Cola Bottling Company related to the dispensing, sale, and advertising and promotion of soft drinks at the University's campus. The contract provides for both beverage vending and pouring rights on campus. Contractor shall abide by the University's current or future Pouring Rights contracts. Strict adherence to the Pouring Rights Agreement is expected and will be closely monitored by the University.

### **3.13. Cleaning and Sanitation of Facilities and Equipment**

- 3.13.1. The Contractor shall be responsible for cleanliness and sanitation of all food service areas, including but not limited to loading dock, receiving, storage, support, ware washing, production, service and dining areas. Mechanical and electrical rooms are not included. This work includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor shall adhere strictly to all food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Texas, City of Beaumont and agencies having authority on the campus. The Contractor shall identify and hold harmless the University, its employees and agents from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness.
- 3.13.2. The University expects that a collaborative relationship will be developed between the Contractor's management staff and the University. All state and county regulations for food service establishments must be maintained.
  - 3.13.2.1. The Contractor is required to engage, at Contractor's cost, an independent sanitation and food safety inspection service to review all Food Service Program operations and facilities at least once per semester.
  - 3.13.2.2. All food service facilities and equipment shall be maintained to the levels necessary to successfully pass each Health Department evaluation. In the event that an operation is flagged for violation by the Health Department, the Contractor shall immediately correct the violation to the Health Department's satisfaction.
  - 3.13.2.3. A copy of all Health Department inspection reports and all independent inspection reports shall be forwarded to the University immediately following the inspection.

- 3.13.3. The following minimum standards shall be enforced at all times:
- 3.13.3.1. Serving area production and service counters, beverage dispenser areas, salad and deli bar areas, and condiment tables shall be thoroughly cleaned on a daily basis. Spot cleaning shall occur during all mealtimes so that the entire serving area is free from food debris, spills, or miscellaneous waste.
  - 3.13.3.2. Kitchen and servery work areas and food preparation equipment shall be completely cleaned following each use. All cooking surfaces shall be continually cleaned and always free from accumulated grease or other waste.
  - 3.13.3.3. Interior and exterior surfaces of exhaust hoods and exhaust hood filters shall be regularly cleaned as prescribed by the manufacturer and local fire department authority.
  - 3.13.3.4. Tray drop counters, carts and dishroom conveyor systems shall be cleaned frequently during each meal period.
  - 3.13.3.5. The dishroom and wash sinks shall be completely cleaned following each use. Water on the floor shall be quickly removed.
  - 3.13.3.6. Floors in serving areas and “back of house” food service areas shall be cleaned daily. Non-carpeted floors will be cleaned by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time. Daily vacuuming and daily cleaning/sanitizing of carpeted flooring associated with the Food Service Program, including dining areas, shall occur in accordance with manufacturer’s instructions (to be provided by the University). Spills shall be cleaned immediately to prevent permanent carpet or tile damage.
  - 3.13.3.7. Window interiors and walls shall be kept clean and free from dust, dirt and grease and food debris.
  - 3.13.3.8. Restrooms located in “back of house” non-public food service areas will be cleaned daily and supplied with associated paper supplies and hand soap.
  - 3.13.3.9. In general, Contractor shall be responsible for all routine cleaning, deep cleaning/industrial cleaning, and housekeeping in food preparation and service areas.
- 3.13.4. The Contractor shall be responsible for:
- 3.13.4.1. The proper deposit of used oil to grease traps.
  - 3.13.4.2. Securing of used oil in cleaned/locked units on loading dock in accordance with local, state, and federal regulations.

- 3.13.4.3. Including weekly industrial cleaning of the areas surrounding all grease traps associated with the Food Service Program.
- 3.13.5. The Contractor shall be responsible for:
  - 3.13.5.1. Gathering and containerizing trash, garbage and recyclables generated by the provision of the Food Service Program.
  - 3.13.5.2. Removal of all Contractor-generated trash and recyclables to designated University trash containers, recycling containers, and/or compactors.
  - 3.13.5.3. Day-to-day spot cleaning as well as weekly industrial cleaning of sanitation areas around all loading docks, receiving and trash areas used by the Food Service Program. Costs associated with these requirements shall be borne by the Contractor for all Food Service Program locations.
- 3.13.6. For each operation associated with the Food Service Program, the Contractor shall maintain dining and public circulation areas in a clean and sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. The following minimum standards shall be enforced at all times:
  - 3.13.6.1. Interior and exterior dining facility tables and chairs shall be straightened throughout all meal times and at the end of each day.
  - 3.13.6.2. Interior and exterior dining facility tables, table bases, chairs and floors will be thoroughly cleaned on a daily basis and will be spot-cleaned throughout all meal times so that the dining area is free from food debris, spills, or miscellaneous waste.
  - 3.13.6.3. At all locations, interior windows and walls will be spot cleaned and kept free from dust, dirt, grease and food debris.
  - 3.13.6.4. Regularly scheduled, full cleaning of interior walls to a height of 7 feet above the finished floor at all locations.
- 3.13.7. The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine preventive maintenance against unnecessary deterioration and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon review and approval by the University, schedules shall be posted and implemented within 30 days of the start of the contract.
- 3.13.8. Twice per year, the Contractor shall be responsible to deep clean and sanitize all food service work areas and equipment.
- 3.13.9. The Contractor shall develop quality sanitation standards and all employees shall be trained and instructed in sanitation standards, cleaning procedures, personal habits and hygiene. The Contractor shall train and insure that its staff shall comply with the following standards:

- 3.13.9.1. Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
  - 3.13.9.2. Clean and appropriate outer garments or uniforms;
  - 3.13.9.3. Hairnets or hats for all staff; and
  - 3.13.9.4. Removal of jewelry (except simple wedding bands) for food handlers.
- 3.13.10. Contractor shall maintain the Hazard Analysis and Critical Control Points System (“HACCP”).
- 3.13.11. Contractor shall implement ServSafe standards as the minimum accepted standard.
- 3.13.12. The Contractor at its own expense is responsible for extermination services monthly or frequently as required in the areas occupied by the Contractor. The Contractor at its own expense shall utilize a major extermination service, to be approved by the University. The Contractor shall report to the University in writing detailing the frequency of the visits. The University may require additional visits at no extra cost to the University.

#### **3.14. Maintenance of Food Services Facilities and Equipment**

- 3.14.1. Contractor shall provide routine care and cleaning for the Food Service Program equipment in accordance with the equipment manufacturers’ written recommendations.
- 3.14.2. Contractor shall be responsible for the daily cleaning of grease hood filters, the quarterly cleaning of grease hood ductwork below the ceiling, and the twice annual cleaning of grease hood ductwork.
- 3.14.3. Contractor shall develop and coordinate a preventive maintenance program for the Food Service Program equipment in accordance with the equipment manufacturers’ written recommendations. Contractor shall submit monthly invoices to the University for pre-approved preventive maintenance services and the University will reimburse Contractor for the actual cost to perform the services. Reimbursement for preventive maintenance services shall not be included in the Operating Statement.
- 3.14.4. Contractor shall be responsible to report to the University and request needed repairs of cafeteria equipment and the Food Service Program facilities. All requested repairs require prior approval of the University. At the University’s request, Contractor shall coordinate repair of Food Service Program facilities and cafeteria equipment to maintain facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws.
- 3.14.5. Contractor shall notify the University in writing if Contractor observes that the Food Service Program facilities or equipment require any maintenance or

cleaning in addition to the routine preventive maintenance and cleaning provided by the University and Contractor.

- 3.14.6. If substantial repetitive repairs occur on the same cafeteria equipment, Contractor may present for review and approval of the University a request to replace the equipment.
- 3.14.7. Contractor shall return to the University, at the expiration or termination of the Contract, all equipment furnished by the University in the condition in which it was received, normal wear and tear excepted; or casualty due to fire, flood, or other unavoidable occurrence; or due to theft by non-Contractor employees and without negligence on the part of the Contractor. Provided, however, that in the event the University-owned equipment must be replaced due to ordinary wear and tear or for improvement of the operations unless otherwise agreed between the parties, the University will be responsible for such replacement costs.

### **3.15. Sustainability**

- 3.15.1. The University is committed to sustainability and the use of local and regional products in the Food Service Program. Providers and their suppliers that support this concept are specifying products from farms that promote production of food in environmentally friendly and socially responsible ways. Education of student consumers about the benefits of sustainable agriculture is highly encouraged.
- 3.15.2. Contractor shall commit to a “farm to plate” purchasing program sourcing of at least fifteen percent (15%) of its products from regional sourcing from within 150 miles of the University.

### **3.16. Health and Wellness Program**

- 3.16.1. For the purposes of this Operations Manual, “healthy food” means any single-item food that:
  - 3.16.1.1. Includes unprocessed natural foods;
  - 3.16.1.2. Contains whole grains, fruits and vegetables, lean proteins, or minimal amounts of unsaturated fat;
  - 3.16.1.3. Is made according to a modified recipe that results in lower calories, lower fat, and/or lower unsaturated fat than the single-item would contain if made according to the unmodified recipe;
  - 3.16.1.4. Does not contain trans-fat, and/or;
  - 3.16.1.5. Is served in an amount that is fifty percent (50%) or less than a typical portion size.
- 3.16.2. At all services, Contractor shall provide sensible selections that encourage customers to make choices that will promote their overall wellness.

- 3.16.3. Contractor shall use its best efforts to not use products containing trans-fat and, as more products without trans-fat become available, blend those products into the menu and selections offered.
- 3.16.4. Contractor and University shall meet within the first three (3) months after the first day on which Contractor commences operations, and once every three months thereafter, to discuss the Healthy Food menu; customer feedback on the Healthy Food menu; the availability of trans-fat free products; current health trends; and to validate the actual percentage of single-item food products that Contractor offers that qualify as Healthy Food.
- 3.16.5. All menu items shall be labeled as a standard portion including calories, fat, fiber, sodium, etc. (identify portion size). All entrees/sauces that contain meat will have the types of meat listed on the menu card. The University may request additional nutritional information based on current industry and market trends. The Contractor shall be responsible for all expenses relative to the labeling. All food items shall have individual labels that are large enough to read at a distance, style and format to be approved by the University.
- 3.16.6. Any form of common allergens (fish, shellfish, peanuts, tree nuts, soy, wheat, dairy and eggs) will be clearly labeled and properly identified at all food locations and all catering events.

### **3.17. Scheduling of Deliveries**

- 3.17.1. Time of product delivery and on-site work supplied from off-site shall be subject to approval by the University. Contractor shall, at all times, comply with the University's traffic rules and regulations.

### **3.18. Customer Service**

- 3.18.1. The Contractor shall be responsible for soliciting guest feedback using various media including the use of mobile devices in conducting an annual food service survey and other feedback mechanisms as requested by the University. The University shall receive all survey results from the Contractor.
- 3.18.2. The Contractor shall respond to all guest comments, etc., as requested by the University, and shall respond promptly on its own behalf in a positive, courteous and concerned manner. The Contractor shall take action to insure that causes of legitimate complaints are corrected. The University shall receive copies of all complaints, along with Contractor's resolution of said complaints, within 24 hours except in the event of serious complaints pertaining to safety, sanitation and service, in which case the University shall be notified immediately.
- 3.18.3. The University will periodically, and without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve dining services operations. Consultant or third

party surveyors, acting as an agent of the University, shall have complete cooperation and access to all necessary food service areas so they may measure performance and participate in external benchmarking.

### **3.19. Continuous Improvement Plan**

- 3.19.1. The goal of the University is to improve each day in order to fulfill the Food Service Program expectations and provide world-class service
- 3.19.2. The Contractor will participate in an internal and external continuous improvement program (CIP) designed by the University. The program will include performance metrics for financial performance, customer satisfaction, quality assurance and contract compliance. The focus of the CIP is to improve the services to the customers, improve the efficiency of operations, and recognize and reward the Contractor's on-site employees for great service and operational success.
- 3.19.3. The Contractor shall provide funding to support the CIP and external benchmarking to the University each year of the contract in the form of a check at a rate of 1.0% of all Gross Revenue of the Food Service Program under contract. The payment to the University will be made as follows: 50.0% at the beginning of the fall semester and 50.0% at the beginning of the spring semester as defined in the Food Services Master Agreement – Exhibit A – Financial.
- 3.19.4. The University will participate in external benchmarking programs with other colleges and universities. Data specific to the University will be held in confidence by the benchmarking program and will only be provided from the program in aggregate format when reporting externally.

### **3.20. Quality Assurance and Contract Compliance**

- 3.20.1. The University will periodically, and without advance notification, conduct contract compliance, quality assurance and sanitation inspections of the food service facilities and equipment with or without a Contractor's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation and access to all non-confidential/proprietary financial records, foodservice, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.

### **3.21. Service Formats, Pricing and Portions**

- 3.21.1. With respect to all services: Contractor shall not make changes or modify service, including type of operation, hours of operation, food variety/selection, Contractor staffing, or pricing to customers without prior approval of the University. Contractor shall develop and serve a menu mix which is responsive to the University's needs and evolving trends and provides the following:
  - 3.21.1.1. Innovative variety of high-quality, appetizing and nutritious foods,

- 3.21.1.2. If requested by the University, Contractor shall provide a prepared test sample of any proposed menu item or promotional offerings,
- 3.21.1.3. Contractor shall offer a variety of healthy options every day for breakfast, lunch and dinner.
- 3.21.1.4. Nutritional information shall be listed at each site and each station including, but not limited to, calories, carbohydrates, total fat, saturated fat, sodium, and protein. The same nutritional information shall be listed on all Grab & Go items.

### **3.22. Service Standards**

- 3.22.1. The following service standards shall be followed for those components of the Food Service Program that entail food preparation and serving:
  - 3.22.1.1. All foods must be garnished for attractive presentation.
  - 3.22.1.2. Entrée plates are to be heated prior to service where possible and appropriate. All foods pre-prepared on serving lines must remain refreshed and not appear dried-out or old in presentation.
  - 3.22.1.3. Serving lines shall be well stocked throughout the entire service. The last guest is to be offered the same range of choices as the first guest.
  - 3.22.1.4. Serving lines, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc., as approved by the University.
  - 3.22.1.5. All hot foods must reach the patron hot, and all cold foods must reach the patron cold.
  - 3.22.1.6. Contractor employees shall be polite and diplomatic in enforcing Contractor and University regulations.
  - 3.22.1.7. Contractor employees shall remain alert and attentive to guest needs at all times.
  - 3.22.1.8. Contractor employees shall be dressed in clean uniforms and display warm and friendly attitude.
  - 3.22.1.9. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard that: “if you are not willing to purchase a product yourself, it should not be served or displayed to the guest.” Leftover food items served the night before which cannot be maintained at the same level of freshness as when first served shall not be used.
  - 3.22.1.10. All food products stored in any unit must be properly wrapped, labeled and dated. All storage shall meet University

requirements and in general be in compliance with industry and Board of Health standards.

- 3.22.1.11. Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.
- 3.22.1.12. All spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.
- 3.22.1.13. Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.
- 3.22.1.14. Pre-dishing of entrées shall be avoided.
- 3.22.1.15. Partially used, broken or spilled items shall be promptly removed from the area.
- 3.22.1.16. Tables are to be cleaned promptly and trash receptacles shall be cleaned and emptied as required to provide an attractive and clean facility.
- 3.22.1.17. All chipped dinnerware must be removed from service and discarded.
- 3.22.1.18. Service problems shall be anticipated and resolved immediately. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of trays, napkins, silverware, etc.
- 3.22.1.19. All menu items shall be clearly labeled indicating key ingredients as well as indicating alerts for any ingredients commonly known to cause allergic reactions.

### **3.23. Additional Requirements – Residential Dining**

- 3.23.1. Contractor shall ensure that at least 70% of entrees and side dishes rotate from meal to meal and day to day. For instance, if pizza is served, the pizza served at lunch on Tuesday shall be a different variety from the pizza served at dinner on Tuesday, and the pizza served at lunch and dinner on Wednesday shall be different varieties from those served on Tuesday. The Contractor shall provide a minimum four-week menu cycle for menu items that rotate.

- 3.23.2. The Contractor shall offer menu cycles as submitted in the Proposal and approved by the University. Changes to these menu cycles may be initiated by either the University or the Contractor but must receive approval of the University prior to implementation for the following conditions:
  - 3.23.2.1. Emergency changes due to equipment breakdown, delivery shortage or unforeseen conditions.
  - 3.23.2.2. Seasonal availability of food products.
  - 3.23.2.3. Increased item acceptability by the students. Student committees working with the Food Service Program contract office and the Contractor may request that an unpopular item be replaced with an appropriate substitute. In addition to the menu cycles, student preferences will also be considered but not limited to choices of salad dressings, ice cream flavors, cereal brands, etc.
- 3.23.3. Contractor shall provide a variety of programs and special dinners for meal plan holders at no additional charge. These shall range from holiday dinners to special “theme” dinners, complete with costumes, decorations and music appropriate for the occasion. These shall occur at least once a month during fall and spring semesters and be sufficiently advertised at least one week before the event in addition to being posted on the website.
- 3.23.4. The Contractor shall support academic/campus programming through activities in the food service facilities and, occasionally, in other campus facilities (i.e. wellness, alcohol awareness week, stress relief week, eating disorder awareness week, etc.). It is expected that staff will participate in the planning and program presentation when requested. All requests and activities will be coordinated through the University.
- 3.23.5. Arrangements and menus for “sick trays” shall be mutually agreed upon by the University and Contractor, using “to go” containers and plastic flatware.
- 3.23.6. Contractor shall accommodate special diets for students based on the diverse student population, demand or when prescribed in writing by a physician.
- 3.23.7. Contractor shall provide late night service hours and exam treats at the residential dining location at no additional charge to meal plan holders for a minimum of one week per semester in conjunction with final exams.
- 3.23.8. The Contractor will provide late evening meal accessibility Monday through Thursday in the Dining Hall for students with a meal plan. Hours of Operation shall be agreed upon by the University and Contractor, with University approval required.
- 3.23.9. Meal plan students required to be off-campus for student teaching, training, athletic events, internships, or field trips will be provided with transportable meals, such as a “boxed lunch,” by the Contractor. For a period of University-approved absence, it will be the University's responsibility to

notify the Contractor in advance of students to be provided with transportable meals.

- 3.23.10. The Contractor will provide, at no cost to the University, three (3) Guest 14 Meal Plans without flex dollars to the University. These meals will enable members of the University administration to periodically monitor the food service operation and will be used at the discretion of the University.
- 3.23.11. The full menu format in all food services will be available at all service hours. Example: If a customer arrives a few minutes before a service hour expires, all products and stations will be open and available. The service staff will stay and accommodate the customer until they have exited the servery.
- 3.23.12. Take-out: Chartwells will furnish each meal plan holder who requests it a carry out container to use in the Brooks Shivers Dining Hall. The student will be able to fill the container and take a meal with them to the dorm or a location of their choice. In order to use the service again the student will be required to return the container previously used and redeem it for a fresh container. Should the student fail to return the container at the end of the fall or spring term Chartwells will collect a five (\$5.00) replacement charge.
- 3.23.13. Additional residential dining requirements are to be mutually agreed upon.

#### **3.24. Additional Requirements – Retail Dining**

- 3.24.1. The Contractor is encouraged to offer as many corporate, regional and/or national branded concepts as deemed appropriate or financially feasible by the Contractor, subject to University approval. National branded concepts are to be included in Mirabeau's, Cardinal Nest, and Cardinal Village. Concepts and hours of operation shall be agreed upon by the University and Contractor, with University approval required.
- 3.24.2. The University reserves the right to request a survey at University's expense to determine the acceptability of proposed brands/concepts prior to their implementation.
- 3.24.3. The Contractor shall bear all the expenses for furnishing any and all of its corporate, regional, and/or national branded concepts free of all franchise and/or license fees to the University. In the event University requests that Contractor install a branded concept and subsequently requests that Contractor remove or replace such concept, University shall be responsible for the costs and expenses of such removal and/or replacement.
- 3.24.4. The cost of equipment and other materials not already provided by the University for branded concept support shall be the responsibility of the Contractor.
- 3.24.5. For all retail operations, Contractor shall understand the volume of business at different day-parts and staff accordingly to provide maximum service at all times.

- 3.24.6. The Contractor will review with the University any business plans for subcontracting prior to finalization of any contract or commencement of business. The University reserves the right to approve any subcontractor and/or subcontractor business plans. All contracts between Contractor and subcontractor must comply with the contract between the University and Contractor. No conflicting terms and/or conditions shall be allowed. The University shall not be a party to the terms or agreements of any contract between the Contractor and subcontractor(s), but is an intended third party beneficiary to the contract between the Contractor and any subcontractor. Contractor shall furnish the University with copies of all executed subcontracts.

### **3.25. Additional Requirements - Catering**

- 3.25.1. The Contractor shall develop and furnish a complete catering program that is consistent with the high quality image that the University projects to its internal and external customers. All catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and all other aspects necessary for a complete catering experience.
- 3.25.2. The Contractor shall work with the University to provide a “one-stop-shop” style of comprehensive catering services to include but not be limited to online ordering, billing, confirmation of services, foods, beverages, linens, food rental equipment, flowers, service rental equipment (chairs, tables, linen, etc.) and all other aspects to provide a complete catering experience.
- 3.25.3. The Contractor will not have an exclusive catering right to the campus premises or locations, with the exception of the University Reception Center in Gray Library. Other local caterers may be used at the discretion of the University. Contractor will be considered the preferred catering service provider for all events costing five hundred dollars (\$500) or more.
- 3.25.4. Contractor shall provide a comprehensive catering menu, including breakfast, lunch, dinner, beverage/snack breaks and receptions, and offer a wide variety of price ranges.
- 3.25.5. The Contractor shall be sensitive to the differing needs of various University constituencies, and recognize that creative menus and service techniques are required to support the University’s reputation for excellence and innovation. Due to operating budgets, University personnel are often sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns.
- 3.25.6. Contractor must provide a minimum of three (3) tiers of service similar to those described below to maximize service to guests.
- 3.25.6.1. Budget Oriented Service: This service is for registered student organizations. An example would be pizza pick-up where students are responsible to pick up the product and clean up after the event, or a sponsored picnic event where the Contractor

supplies product and some service, but with assistance from student organizations in setting up, staffing and cleaning up the event. Also, registered student organizations may place orders for groups of 10-50 through any Contractor-controlled food service venue.

- 3.25.6.2. Value Service: Drop off buffet service with limited set up and bus service or clean up.
- 3.25.6.3. Full or Premium Service: Buffets or served meals with full wait staff and bus service.
- 3.25.7. The Contractor must honor the specific catering service commitments of menus, prices, and other arrangements made by the previous Contractor, and known by the University, prior to beginning of this current contract.
- 3.25.8. The Contractor shall be required to provide, at Contractor expense, the following software and hardware in support of the catering program:
  - 3.25.8.1. Event and catering management software and hardware;
  - 3.25.8.2. Online, interactive software platform for web-based catering ordering.
- 3.25.9. Contractor shall be responsible for the proper training of any employee assigned to catering events.
- 3.25.10. The following minimum staffing guidelines will be used:
  - 3.25.10.1. Buffet lunch or dinner – 1 server per 25 guests
  - 3.25.10.2. Served lunch or dinner – 1 server per 16 guests
  - 3.25.10.3. Receptions – 1 server per 40 guests
  - 3.25.10.4. Bartenders – 1 server per 75 guests
- 3.25.11. The Contractor shall insure that events are completely set up and ready for service at least thirty minutes prior to the scheduled event start time.
- 3.25.12. Should the Contractor wish to use the Food Service Program to engage in non-University related off-campus catering business in the local community, such business must be approved in advance by the University. This includes reporting mechanisms and compensation arrangements. In all cases, the catering requirements for the University are and shall remain a top-priority and take precedence over any off-campus catering business.
- 3.25.13. China, glass, silver and biodegradable ware used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and University, based on event type and location. The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When specialized catering equipment is required, it shall be procured or rented by the Contractor if it is not available in their equipment inventory.

- 3.25.14. Contractor shall provide catering service to groups of any size without assessing premium charges, unless such events occur on a day when no other food services are available.
- 3.25.15. Contractor shall remove all food and beverage catering products at the end of the event, within two (2) hours in academic buildings and four (4) hours in non-academic buildings. The Contractor is required to remove large rental equipment provided for the catering event within twelve (12) hours of the end of the event, unless written approval is provided by the event coordinator.
- 3.25.16. Contractor shall provide catering services to individual University groups on an “as requested” basis.
- 3.25.17. Ordering, delivery, invoicing and payment of catering orders shall be in accordance with procedures mutually agreed upon by University and Contractor.
- 3.25.18. The University will pay all catering services from Contractor invoices. All catering orders require a purchase order before any charges are incurred. The purchase order number must appear on all invoices.
- 3.25.19. The Contractor must service all special groups and functions requested by the University’s administration on any day during the period of the contract. The Contractor shall submit a detailed catering brochure including menus, prices, policies and additional costs (i.e. delivery, linens, etc.). There should be catering brochures that are affordable to cost-conscious student organizations with limited budgets. All catered events, whether on- or off-campus, shall have the prior approval of the University. The Contractor may be required to show documented evidence to substantiate all charges and price quotes for special catered functions contained within the written brochure or any other special catered function. All brochure price increases shall be submitted annually as part of the Annual Plan for University review and approval for the following academic year. The Contractor will bill the applicable organization and others directly for such services at rates negotiated prior to the event or as set forth in the catering guide. There will be no charge for delivery on catering that exceeds \$25.00 per request.
- 3.25.20. The University shall not be responsible for payment/collection of non-University catered functions.
- 3.25.21. The Contractor will abide by any alcohol policy implemented by the University. For specialized events, Contractor will be required to have a specified number of employees working who have successfully completed ServSafe Alcohol and/or TIPS Alcohol training and certification programs.
- 3.25.22. The Contractor shall remove all catered dishes, tablecloths, trash, etc., and return the room to the same condition as it was prior to the event within two hours of the end of the event.

### **3.26. Additional Requirements – Athletic Concessions**

- 3.26.1. Provide oversight of all concessions operations during all Lamar University athletic seasons. In addition, but not limited to, a variety of contracted athletic and entertainment events such as high school playoff games, youth football games, marching band competitions, professional sports, concerts, conventions and others. Ensure all Contractor responsibilities are met in accordance with the contract. The selected Contractor will act as the main point of contact to the Athletic Department for the concessions services.
  - 3.26.2. Provide concession services at Provost Umphrey Stadium for all Lamar University home football games including regular season and playoff games. In addition, but not limited to, a variety of contracted athletic and entertainment events such as high school playoff games, youth football games, marching band competitions and others. The menu and locations shall be presented by the Contractor. The menu and locations will be reviewed and approved by the University.
  - 3.26.3. Provide concession services at the Montagne Center for all Lamar University home men and women's basketball games including regular season and playoff games. In addition, but not limited to, a variety of contracted athletic and entertainment events such as high school playoff games, youth basketball games, professional sports, concerts, conventions and others. The menu and locations shall be presented by the Contractor. The menu and locations will be reviewed and approved by the University.
  - 3.26.4. Provide concession services at other athletic or special events, including at baseball, softball, soccer, and volleyball (McDonald Gym) events as required by the University. The menu and locations shall be presented by the Contractor. The menu and locations will be reviewed and approved by the University.
  - 3.26.5. The Contractor, upon University approval, shall maximize the use of mobile vehicle (truck and/or cart) dining options to service other athletic events and to enhance the football or basketball services.
  - 3.26.6. The Contractor shall conduct regular meetings with the Athletic Department and provide monthly results of financial, customer satisfaction and quality assurance data gathering.
  - 3.26.7. The Contractor shall incorporate promotions of athletic events and food into the marketing program of the entire Food Service Program.
  - 3.26.8. The Contractor shall provide hawkers as requested by the University.
- 3.27. Additional Requirements – Summer Session/Conference/Camp Food Services**
- 3.27.1. The Contractor shall provide all you care to eat-style meals during the summer term for conference participants, faculty, staff and summer session students.
  - 3.27.2. Summer meals shall be provided with service, variety, food quality, food preparation and food presentation at a level of quality equal to that provided during the academic year.

- 3.27.3. A minimum of twenty-one (21) meals per week (3 per day) shall be available for summer session programs. Conference meals will be provided as needed.
- 3.27.4. For Year 1 of the contract term, the Contractor agrees to honor menus and pricing negotiated by the University prior to the start of the Contract term. For subsequent contract years, summer menus and pricing shall be mutually agreed to by University and Contractor on an annual basis and become part of the annual plan.
- 3.27.5. Contractor may be required to provide summer conference/camp meals at other locations on campus.
- 3.27.6. Summer service hours shall be negotiated between the University and the Contractor, with the University having the final approval for such schedules.
- 3.27.7. Students required to be present at the University's campus when school is not in session will be served at a price based on the pro rata contract rate (14-meal plan).
- 3.27.8. All students and parents attending Orientation sessions shall be charged at the Camp/Conference rate.

**3.28. Additional Requirements – Technology**

- 3.28.1. The Contractor shall have implemented the following technology components by the Commencement date of the Agreement:
  - 3.28.1.1. Mobile ordering technology that meets or exceeds proposed Tapingo mobile ordering
  - 3.28.1.2. CaterTrax
  - 3.28.1.3. Shop on Campus
  - 3.28.1.4. iPad Health & Wellness in Brooks Shivers
  - 3.28.1.5. iPad Ordering Kiosk in Setzer Center
  - 3.28.1.6. Flat screen menus and displays at all locations

**3.29. Special Events Services**

- 3.29.1. As approved by the University, Contractor shall provide and manage certain special events. The intent is to provide auxiliary services, materials, or equipment as necessary to complement a special or one-time catering function.
- 3.29.2. Pricing and billing procedures for these services shall be agreed upon by Contractor and University.

**3.30. Governmental Liquor Licensing and Alcohol Policy**

- 3.30.1. The Contractor will be the sole server of alcoholic beverages on campus unless otherwise authorized by the University. Contractor will be the sole server of alcoholic beverages in the following locations: 8<sup>th</sup> Floor John Gray

Reception Center, the Red Room in the Montagne Center, and the event space in the new administration building.

- 3.30.2. The Contractor shall obtain any and all approvals, licenses, filings, registrations and permits required by federal, state or local law for the performance of services and other duties under the Contract including, but not limited to, all necessary Texas Alcoholic Beverage Commission (“TABC”) permits for the service and sale of beer, wine and mixed beverages during catered events.
- 3.30.3. The Contractor is responsible for adhering to the University’s Social Events With Alcohol Policy, found at <http://facultystaff.lamar.edu/human-resources/hr-manual-sec2-12.html>

### **3.31. Menus, Portions, Recipes, and Menu Cycle**

- 3.31.1. Contractor shall maintain an on-site food recipe file for products served. Foods shall be prepared and served in accordance with the recipe.
- 3.31.2. The food recipe file shall remain the property of Contractor.
- 3.31.3. In the Food Service Program facilities, the customer will be allowed unlimited portions from any area that is self-serve. Any second portions shall be served on a clean dinner plate. Servers shall not accept a plate from a customer who returns for a second portion.
- 3.31.4. Leftover foods shall be kept to a minimum and storage will adhere to ServSafe and HACCP Guidelines.

### **3.32. Food Service Revenue**

- 3.32.1. Contractor shall notify the University of the local banking institution utilized by Contractor providing the on-site services and prior to any change thereto.
- 3.32.2. Contractor shall record and itemize charge sales. Contractor shall exercise standard and customary means to pursue collection of charge sales.
- 3.32.3. Contractor shall collect, record and deposit cash sales. Contractor shall be solely responsible for the security of monies and personnel during collection, holding and transport of monies. Losses due to theft or misappropriation of any nature shall be the sole responsibility of Contractor, unless caused by the negligence of the University. The University shall be reimbursed for any and all losses due to such actions, unless caused by the negligence of the University.

### **3.33. Accounting and Budgeting**

- 3.33.1. Operating Statement, Reports and Budget Formats – Contractor shall provide separate operating statements and budgets for the residential food services, retail food services, concessions and catering in accordance with a format determined by the parties for each facility.
- 3.33.2. The Operating Year will consist of 12 Accounting Periods pursuant to the calendar to be provided by the University to Contractor.

- 3.33.3. The Contractor shall provide Operating Statement within fifteen (15) business days following the close of each Accounting Period.
- 3.33.4. Operating Statements shall include the previous Accounting Period and year-to-date totals for each line item.
- 3.33.5. By February 1 of each Operating Year, Contractor shall submit to the University, as part of the Annual Plan for approval, a Proposed Annual Budget for food services operations for the next Operating Year.
- 3.33.6. Contractor shall maintain separate cash and charge records for all cost units to include: the residential food services, retail food services, concessions, and catering for each facility.
- 3.33.7. Operating Expenses shall be limited to the following on-site expenses incurred by the Contractor. Only customary and reasonable expenses, attributable directly and exclusively to the Contractor's operation of the University's Food Service Program, shall be allowed as an Authorized Operating Expense chargeable against the revenues of the account. Authorized expenses are:
  - 3.33.7.1. Actual cost of food and beverages;
  - 3.33.7.2. Salaries and raw wages; temporary labor agencies' expenses may also be included, if approved by the University;
  - 3.33.7.3. Actual payroll taxes;
  - 3.33.7.4. Actual employee benefits (including worker's compensation insurance);
  - 3.33.7.5. Employee background checks and other hiring costs for non-management personnel;
  - 3.33.7.6. Actual direct employee training expenses, as identified in the University-approved Annual Plan;
  - 3.33.7.7. Uniforms and uniform replacement;
  - 3.33.7.8. Laundry (including linen rental and replacement);
  - 3.33.7.9. Paper supplies;
  - 3.33.7.10. Cleaning supplies;
  - 3.33.7.11. Office supplies (e.g., postage, first aid supplies, miscellaneous printing, etc.);
  - 3.33.7.12. Long distance phone calls;
  - 3.33.7.13. Cost of subcontracted services approved by the University;
  - 3.33.7.14. Printing and other costs to implement marketing plans developed as part of the annual plan process, except costs associated with corporately generated marketing and/or

- promotional materials unless previously approved by the University;
- 3.33.7.15. Equipment maintenance and repair costs for Contractor owned equipment;
  - 3.33.7.16. Vehicles and costs associated with the use and maintenance of delivery vehicles as required for the operation of the Food Service Program;
  - 3.33.7.17. Equipment rental;
  - 3.33.7.18. Flowers and decorations;
  - 3.33.7.19. Actual direct operating supplies and smallwares (e.g., china, glass, flatware, trays, and miscellaneous kitchen wares); smallwares being defined as single item equipment purchases of less than \$500;
  - 3.33.7.20. Amortization of capital investments if applicable and approved by the University (straight-line method over the initial contract term);
  - 3.33.7.21. Actual cost of insurance premiums for coverage specified herein (excluding any retention or deductible under the policy);
  - 3.33.7.22. License and/or franchise fees as required for licensing contracts as approved by the University;
  - 3.33.7.23. Credit card and bank card service fees;
  - 3.33.7.24. Bank charges;
  - 3.33.7.25. Trash and recyclables removal from designated University receptacles;
  - 3.33.7.26. Courier service;
  - 3.33.7.27. Commissions payable to the University;
  - 3.33.7.28. Costs associated with foods contributed to the University;
  - 3.33.7.29. Monies or other property, specifically relating to the University's Food Service Program, that is lost or stolen either on or off University's premises, with any and all insurance reimbursements reflected as a credit against the expense;
  - 3.33.7.30. Actual computer/technology fees and lease costs as approved by the University;
  - 3.33.7.31. Actual business taxes and licenses;
  - 3.33.7.32. POS system maintenance;
  - 3.33.7.33. Pest control.

- 3.33.8. The above authorized and unauthorized expenses are for auditing purposes only.
- 3.33.9. All authorized items of expense will be clearly delineated by expense category in the operating statements to be provided to the University in accordance with the terms of the contract.
- 3.33.10. For avoidance of doubt, the parties agree that the following costs and expenses incurred by Contractor shall not be charged to the University or on the University's Operating Statements to the extent incurred by Contractor in connection with, or in the performance of, the Food Service Program.
  - 3.33.10.1. The expense of payroll computations and the disbursement of the payroll;
  - 3.33.10.2. Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers;
  - 3.33.10.3. Corporate or regional office accounting expenses including costs of producing financial reports;
  - 3.33.10.4. Home office management costs such as transportation of management personnel, and any other indirect management costs as related to this Contract;
  - 3.33.10.5. Amounts paid as the result of the negligence or willful misconduct of the Contractor or any of its agents or employees;
  - 3.33.10.6. Legal expenses;
  - 3.33.10.7. Insurance retentions or deductibles under insurance policies specified herein;
  - 3.33.10.8. All taxes, except for payroll, sales tax, and property taxes;
  - 3.33.10.9. Memberships in national groups of any type, except as specifically agreed to by the University;
  - 3.33.10.10. Travel expenses of all personnel above the on-site GM/RDM position;
  - 3.33.10.11. Employee relocation expenses;
  - 3.33.10.12. Contractor's personal and non-University use of the facilities;
  - 3.33.10.13. Costs for any Contractor employee to attend seminars or conferences of any type, except as specifically agreed to by the University;
  - 3.33.10.14. Repairs to University-owned equipment necessary as the result of the negligent acts or omissions of the Contractor or its employees;

- 3.33.10.15. Costs associated with corporately generated marketing and/or promotional materials unless previously approved by the University;
  - 3.33.10.16. Corporate accrual charges of all types, except as specifically approved by the University;
  - 3.33.10.17. Campus expenses incurred off-site by the Contractor for administration, accounting, data processing, purchasing, marketing, management support, employment and training, management of employee benefits, campus activities, quality control, employee bonuses, severance costs, and profit sharing;
  - 3.33.10.18. Campus off-site maintenance of records, preparation of reports and audits;
  - 3.33.10.19. Compensation, including travel, for the employees who are not wholly assigned to the University's Facility;
  - 3.33.10.20. Severance compensation, to include raw wages, taxes, benefits, and travel reimbursements for any employee;
  - 3.33.10.21. General licenses and permits necessary for the Contractor to operate the on-site services at the facility. Notwithstanding the foregoing, all local health and operating licenses that relate directly to a facility shall be included as an operating expense;
  - 3.33.10.22. All off-site computer hardware necessary for the Contractor to provide the on-site services;
  - 3.33.10.23. Franchise charges of any kind for any service provided by or subcontracted by the Contractor. For purposes of clarification, the branded concepts charge detailed above is allowed as an operating expense;
  - 3.33.10.24. Termination or removal expense of any kind;
  - 3.33.10.25. Financial audits or reviews requested by the University;
  - 3.33.10.26. Employee parking permits;
  - 3.33.10.27. Anything else not expressly set forth.
- 3.33.11. At no time shall any expenditure be charged to the Food Service Program unless such expense has been approved as part of the Annual Plan or otherwise previously and specifically approved in writing by the University.
- 3.33.12. Audit of fees, taxes, and benefits – The Contractor is required to audit, provide access to and provide an assessment, and credit to the operations all accruals or estimated payments of items such as, but not limited to, Workman's Compensation, vacation, health benefits, wage accruals, taxes and other benefits.

### **3.34. Financial Records Retention and Matters**

- 3.34.1. The University requires that the Contractor retain complete financial records, which are accessible for audit by the University or its independent auditors.
- 3.34.2. The Contractor shall keep records pertaining to the contracted operation on file for a period of five years from the date the records are made.
- 3.34.3. The Contractor shall pay all federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in or upon the premises of the University, as well as all federal, state and local taxes assessed in connection with the operation of its business upon the premises of the University. The Contractor shall comply with all federal, state and local laws and regulations and shall agree to comply with all laws pertaining to wages and hours of employment.
- 3.34.4. The Contractor shall pay its bills in a timely manner.

**3.35. HUB Reports**

- 3.35.1. The Contractor is required to submit a monthly HUB Report to the University no later than the second Thursday following each month. For example, the report for September 2014 will be due by October 16, 2014.
- 3.35.2. The reports shall be in Excel. It must include all purchases for the month listed by HUB type or as non-HUB.
- 3.35.3. HUB Plan purchasing shall achieve 24.6% of food and paper purchases as stated by the Contractor.
- 3.35.4. The monthly reports shall show that there is a trend of continuous improvement in HUB activity throughout the time that the contract is in effect.

**3.36. Working Capital**

- 3.36.1. Contractor shall provide the necessary working capital for the successful operation of this contract. Contractor shall operate on Contractor's own credit. The Contractor shall pay all costs of operations from its own banking account.

**3.37. Purchasing**

- 3.37.1. In the event an affiliate of the University or division of Contractor furnishes products or ancillary services necessary to the efficient operation of food services, charges for products and ancillary services shall be competitive with the cost of obtaining such products or services from an independent source within the open market. Contractor shall retain documentation of the competitiveness of such products and services in accordance with the retention requirements of the audit clause and make it available to the University upon request. The University reserves the right to conduct random audits of Contractor's invoices during the term of this contract, and any extension thereto, to ensure competitive pricing.

- 3.37.2. The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods and direct supplies, and will pay for all food and direct supplies related to food production, service and management applicable to this contract. The Contractor must be able to show a clear audit trail for all transactions.
- 3.37.3. The University will have free access to any and all of the Contractor's records including, but not limited to, receipts or production sheets, product specifications, and quantities of food issued to each service unit to determine that portions specified are complied with.
- 3.37.4. All food items shall be delivered in transportation containers to reflect proper refrigeration temperatures to maintain quality of product. Any purveyor not meeting or providing adequate refrigeration or protection from product deterioration during transport shall be, at the discretion of the University, barred from the University as an unacceptable purveyor. It will be the Contractor's responsibility to replace the purveyor with someone acceptable to the University.
- 3.37.5. Contractor shall comply with the University's existing Pouring Rights contract by purchasing the same products.

### **3.38. Products Standards**

- 3.38.1. The University has a strong desired emphasis on freshly prepared products and reducing the use of prepared foods. The Contractor shall use its best efforts to emphasize the use of fresh foods as opposed to canned or frozen, and reduce the use of processed foods.
- 3.38.2. The price of products supplied from off-site shall not exceed competitive marketplace pricing. Contractor's on-site manager shall review and approve the vendor's invoice prior to disbursement of a payment for products supplied from off-site.
- 3.38.3. Additionally, the minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:
  - 3.38.3.1. MEATS: All meats shall be inspected and passed for wholesomeness by official inspectors of the U.S. Department of Agriculture (USDA) and/or the local Health Department. Ground beef is not to exceed 20% fat content. Meats served shall be prepared from the grades and types which will produce high quality finished products. Items such as steaks and roasts shall be of Prime or Choice grade. All pork, pork products, manufactured and processed items shall be Number 1 grade.
  - 3.38.3.2. FRESH FRUITS AND VEGETABLES: All fruits and vegetables shall be top grade, such as Extra Fancy, depending on the specific fruit or vegetable used in preparation of the finished product.

- 3.38.3.3. FROZEN FOODS: All frozen foods shall be U.S. grade AA or A, depending on the specific product used, and shall have been packed under continuous inspection by the U.S. Department of Agriculture.
  - 3.38.3.4. FRESH EGGS: All fresh eggs shall be U.S. Grade AA (Large), farm fresh, vegetarian/natural grain fed and cage free.
  - 3.38.3.5. FRESH POULTRY: All poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. All poultry must be hormone and antibiotic free.
  - 3.38.3.6. FRESH SEAFOOD: All seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health. Frozen fish and seafood shall be a nationally distributed brand and packed under continuous inspection of the USDA. Seafood selections shall be in keeping with the Monterey Bay Aquarium's Seafood Watch List Best Practices.
  - 3.38.3.7. CANNED FRUITS: All canned fruits shall be U.S. Grade A Fancy or Grade B Choice. Upon routine inspection, no dented cans or rusted cans shall be allowed on University shelves.
  - 3.38.3.8. DAIRY PRODUCTS: Milk products shall be RSBT free, fortified with Vitamin D and be Grade A. Ice cream shall not contain less than 10% butterfat, not exceed 85% overrun, maximum 3% stabilizer and be available in a minimum of 3 flavors. Butter/Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
  - 3.38.3.9. ANTIBIOTICS AND GROWTH ADDITIVES: Continuous improvement efforts toward reduction of antibiotics and growth additives in foods served.
- 3.38.4. The Contractor's on-site manager shall review and approve the vendor's invoice prior to disbursement of a payment for products supplied from off-site.
  - 3.38.5. The Contractor's on-site manager shall schedule the purchasing of products to maximize local suppliers' volume and trade discounts.

### **3.39. Pricing**

- 3.39.1. The meal plan rates, camp/conference rate, meal cash credit and casual meal rates may be adjusted effective on June 1 of each year. The Contractor will present residential meal plan rates and retail pricing by February 1 of each year. The University will review and at their discretion approve the rates for the following academic year. If new prices are approved they will be initiated August 1 of each year.

### **3.40. Payment**

- 3.40.1. The Contractor shall bill the University weekly for the number of contract students certified to the Contractor by the University during the previous week except casual meal rates collected by the Contractor. Upon review and verification of services received, payment shall be prompt by the University. All amounts due to Contractor shall be paid within thirty (30) days of the invoice date. With the exception of invoices for catering, which may be paid by credit card, all payments to Contractor will be made by check or electronic funds transfer.
- 3.40.2. Partial Meal Plan Days Billing Schedule – When partial operating days occur for Meal Plan billing, the Contractor shall invoice the University a portion of the Daily Meal Plan Rate on the following basis:
  - 3.40.2.1. Breakfast 25%
  - 3.40.2.2. Lunch 35%
  - 3.40.2.3. Dinner 40%

For all meal plans, the Contractor will be paid on a pro rata basis for partial days based on a number of meals available for that week.
- 3.40.3. For Camp/Conference rate, the Contractor will be paid on a pro rata basis for partial day operations in accordance with the meal service and price as agreed upon and incorporated in the Contract.
- 3.40.4. At a minimum, the following information shall be furnished on all invoices:
  - 3.40.4.1. Period covered,
  - 3.40.4.2. Number of contract students serviced on each plan for the period covered by the week,
  - 3.40.4.3. Rate per plan,
  - 3.40.4.4. Cost per plan for the period covered,
  - 3.40.4.5. Total cost for the period covered, and
- 3.40.5. Miscellaneous costs including the specific item, purpose, justification and cost.
- 3.40.6. No credit shall be given to contract students for meals missed on any contracted meal plan during the regular term or summer sessions. Declining balance (“DB”) dollars shall not carry over from the fall semester to the spring semester, and any unspent DB dollars in student accounts are forfeited to the University at the end of each semester.
- 3.40.7. The Contractor does agree, however, on a pro rata basis, and on official notice from the University to make refunds, issue credits or cancellations for charges to the University for the withdrawal of persons from further participation in the regular term or summer sessions. The University is

responsible for prompt notification to the Contractor of any withdrawals from the contract plan.

- 3.40.8. The University has implemented and operates a declining balance card system (the "Cardinal OneCard") as a form of payment for food purchases. The Contractor is required to accept the Cardinal OneCard as a form of payment, in addition to cash, debit, and credit cards as methods of payment. The Cardinal OneCard is used as an identification Card, Debit Card for Bank Accounts and Meal Plan Declining Balance Accounts.

### **3.41. Contractor's Employees**

- 3.41.1. The Contractor agrees to assign and maintain a management staff at the University with the background, education, training and experience to operate and manage a foodservice operation of this magnitude. The University shall interview and approve all management and supervisory position candidates before any commitment or hiring by the Contractor. The Contractor must have a replacement candidate in place prior to any release or reassignment of a management person. The University shall receive compensation for any management position vacant for more than thirty (30) days.
- 3.41.2. At all times, all managerial and staff personnel must display an appropriate identification badge (name and title) to be approved by the University. The Food Services Director shall be clearly and prominently "in charge" and shall be readily accessible to the students and to the University's staff. Members of the management team shall be visible not only in the kitchen, but also in the food rooms/service areas during all meal zones. A titled "manager" shall be on the premises at all times at each location when the food facility is in operation/open and be certified in an approved sanitation course that meets HACCP standards. All supervisors shall be certified in an approved sanitation course that meets HACCP standards.
- 3.41.3. The Contractor shall be responsible to insure that all employees, full-time, part-time and students, are trained in the job position, and fully understand the job before working the position.
- 3.41.4. Contractor shall conduct the following background checks on its officers, employees, and other persons it causes to be on the University campus. Nothing in this provision shall require either Party to action in violation of federal or state civil rights laws:
- 3.41.4.1. Sex offender and criminal history databases where the above individuals will be placed permanently on the University campus, working with or around students; and,
  - 3.41.4.2. Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the University President.

- 3.41.4.3. The University President, in his sole discretion may require removal from the campus of any of the above-referenced persons.
- 3.41.5. Contractor shall inform its officers, employees and other persons it causes to be on the campus permanently of the Texas State University System's "Sexual Misconduct Policy and Procedures" and shall make copies of said policy readily available to the above referenced persons, advising them that sexual misconduct will not be tolerated.
- 3.41.6. On-site personnel: As necessary to maintain an adequate, trained and experienced staff, Contractor, as an Operating Expense, shall provide supervision, training, discipline and termination of Employees. At no time shall student workers be unsupervised.
- 3.41.7. The Contractor shall have an independent registered, TX-licensed dietitian visit the University's Food Service Program twice monthly (and on call as needed or requested by the University) to coordinate a nutrition education program, review students special dietary needs, evaluate menus, and observe food production standards during the academic year. The dietitian shall submit a monthly written summary of all activity with a copy on file in the Food Service Program offices and a copy to the University. Contractor shall provide a daily nutrition education program.
- 3.41.8. Training: Employees shall be required to meet the necessary qualifications of ServSafe and HACCP systems. The Contractor shall be required to have the resources and staff for continually providing satisfactory training and development programs for all employees, supervisors and managers at all levels of the organization.
- 3.41.9. A record shall be maintained of a summary of the content of the training session and all attendees. This record will be filed in the Food Service Program office and be available to the University.
- 3.41.10. Employees shall be qualified and adequately trained by Contractor prior to assuming the assigned tasks. All personnel of the Contractor shall be subject to removal for conduct that is considered offensive by the University's administration. Notwithstanding the provisions of this paragraph, Contractor shall not be required to remove any employee or reject any candidate for employment if, in Contractor reasonable opinion, such action would violate applicable employment laws, employment contracts, or collective bargaining agreements.
- 3.41.11. The Contractor shall display 8" x 10" photographs of all management staff at the entrance to each facility (location to be determined and approved by the University).
- 3.41.12. Uniforms and Dress Code:
- 3.41.12.1. The Contractor shall provide uniforms with nametags for its employees. Contractor shall submit, for University approval, a

sample of the proposed uniform, including nametags. The University will supply any required branded logos for the uniforms.

- 3.41.12.2. While performing their work assignments, employees shall wear uniforms and nametags approved by the University. This includes all full-time and part-time employees and student workers.
- 3.41.12.3. Contractor shall be responsible for maintenance and cleanliness of its employees' uniforms.
- 3.41.13. Contractor shall provide full-time on-site management personnel as follows:
  - 3.41.13.1. On-site General Manager – University will approve the on-site General Manager.
  - 3.41.13.2. Executive Chef – University will approve the Executive Chef.
  - 3.41.13.3. Catering Manager – University will approve the Catering Manager.
  - 3.41.13.4. Unit Managers – Assigned to individual food services facility sites and services, including catering, retail food, concessions, and residential food. Unit Managers are exempt managers that provide the day-to-day support of facility during all operating hours.
  - 3.41.13.5. Proposed Unit Managers – To be approved by the University prior to their assignment to the University's facilities. Such approval will not be unreasonably withheld, delayed, or unreasonably conditioned. A non-exempt supervisor will support and assist the Unit Manager. A Unit Manager or non-exempt supervisor shall be on-site during all service periods a facility is open.
  - 3.41.13.6. Marketing Manager – Contractor shall have in place a marketing staff person dedicated to promotional and marketing efforts for the University's Food Service Program.
- 3.41.14. Contractor's District Manager or Account Representative shall visit each facility and inspect the on-site services as determined by Contractor to fulfill its obligations hereunder. Such visits shall be conducted at least quarterly at the reasonable discretion of the University for each facility. The site visit and inspection shall include:
  - 3.41.14.1. Inspection of the preparation and serving of the residential food services, retail food services, and catering,
  - 3.41.14.2. Interaction with customers during serving periods to determine levels of customer satisfaction and to encourage customer recommendations to enhance the on-site services,

- 3.41.14.3. Inspection of the sanitation and quality assurance procedures,
- 3.41.14.4. Meeting with the University to review the on-site services,
- 3.41.14.5. Provide oversight of on-site financial/accounting methods and procedures,
- 3.41.14.6. Within twenty-four (24) hours after a request from the University, Contractor's district manager or account representative shall visit the site to address issues of concern to the University, and
- 3.41.14.7. After each visitation, the district manager will provide to the University follow-up documentation of visitation with observations, recommendations, and an action plan.
- 3.41.14.8. The General Manager position shall be filled at all times, with an individual meeting the qualifications determined by the University.

### **3.42. Minimum Qualifications of Key Personnel**

- 3.42.1. General Manager – Plans, organizes and oversees all activities and systems in the Food Service Program in an account over \$5,000,000 in managed volume. The General Manager supervises the food operations to ensure exceptional culinary experiences for our guests; assures Contractor standards of quality, service and cleanliness are being met; makes changes as needed to improve services, increase efficiency, manage costs and meet client requirements; coaches management team and hourly associates to achieve company and personal career growth goals. Requirements include:
  - 3.42.1.1. Five+ years of multi-unit management experience in higher education contract food or similar environment, or relevant experience.
  - 3.42.1.2. University degree in hospitality management or culinary arts
  - 3.42.1.3. Detailed knowledge of Department of Health and federal standards for food services
  - 3.42.1.4. Strong organizational, leadership, multi-tasking, and interpersonal skills
  - 3.42.1.5. Strong client relationship building skills
  - 3.42.1.6. Excellent organizational and presentation skills
  - 3.42.1.7. Current ServSafe certification
- 3.42.2. Executive Chef – Supervises the food production process including purchasing, food specifications, meal preparation, service and sanitation. Orients and trains new employees in production areas. Develops standardized recipes and utilizes other production tools to ensure food quality and cost objectives are met. Participates in the planning and

execution of special events. Supervises, schedules, reviews and hires members of the culinary staff and utility staff. Requirements include:

- 3.42.2.1. Five+ years experience in a high volume kitchen as Executive Chef, or relevant experience.
  - 3.42.2.2. University degree in hospitality management or culinary arts
  - 3.42.2.3. High kitchen volume production
  - 3.42.2.4. High volume catering experience and upscale VIP events
  - 3.42.2.5. High volume purchasing experience
  - 3.42.2.6. Strong menu planning skills
  - 3.42.2.7. Current ServSafe certification
  - 3.42.2.8. HACCP experience
- 3.42.3. Catering Manager – responsible for all catered functions, from origination to execution, including the delegation of responsibilities; works on a consistent basis with sales personnel to generate new business; responsible for handling customer complaints and rectifying problem situations; responsible for extra arrangements such as rental of tables, equipment, linen, etc. Requirements include:
- 3.42.3.1. Three+ years multi-level catering experience in higher education contract food or similar environment, or relevant experience.
  - 3.42.3.2. University degree in hospitality management or culinary arts
  - 3.42.3.3. Strong organizational, leadership, multi-tasking, and interpersonal skills
  - 3.42.3.4. Strong client relationship building skills
  - 3.42.3.5. Excellent knowledge of catering procedures and standards
  - 3.42.3.6. Experience in scheduling, planning, and supervising multi-level catering events
  - 3.42.3.7. Current ServSafe certification
- 3.42.4. Director of Resident Food – responsible for the overall management of the University resident food program. Maintains high quality standards in regard to food production and preparation, sanitation and safety, and service and expediency of food lines. Supervises hourly associates. Requirements include:
- 3.42.4.1. Three+ years experience in contract food or similar environment, preferably restaurants, or relevant experience.
  - 3.42.4.2. University degree in hospitality management or culinary arts

- 3.42.4.3. Strong organizational, leadership, multi-tasking and interpersonal skills
- 3.42.4.4. Strong client relationship building skills
- 3.42.4.5. Excellent organizational and presentation skills
- 3.42.4.6. Current ServSafe certification
- 3.42.5. Retail Food Unit Managers – responsible for the overall management of all University retail food locations. Maintain high quality standards in regard to food production and preparation, sanitation and safety, and service and expediency of food lines. Supervises hourly associates. Requirements include:
  - 3.42.5.1. 2-3 years experience in contract food or similar environment, preferably restaurants, or relevant experience.
  - 3.42.5.2. University degree in hospitality management or culinary arts
  - 3.42.5.3. Strong organizational, leadership, multi-tasking and interpersonal skills
  - 3.42.5.4. Strong client relationship building skills
  - 3.42.5.5. Excellent organizational and presentation skills
  - 3.42.5.6. Current ServSafe certification

### **3.43. Security**

- 3.43.1. During periods when Employees are scheduled to work, Contractor shall maintain adequate security of the Food Service Program facilities, equipment, supplies and products and will follow any site-specific security guidelines provided by the University.
- 3.43.2. As directed by the University, at the end of each work period Contractor shall secure designated doors, windows, openings, and storage areas within the Food Service Program areas.
- 3.43.3. Contractor is exclusively responsible for the theft or loss of any equipment, monies, supplies or products, whether owned by Contractor or University, which occur as a result of Contractor's failure to maintain adequate security where physically capable of securing such facilities.

### **3.44. Motor Vehicles**

- 3.44.1. The Contractor is responsible to provide adequate motor vehicles or use University-owned vehicles when available to respond to all needs of the services. The vehicles and transportation of food will follow all local and regulatory safety practices and adhere to HACCP and ServSafe guidelines for transportation of food and beverages.

### **3.45. Energy Management**

- 3.45.1. Contractor will provide an energy management program for review and possible approval by the University within six (6) calendar months of signature of the Contract to mutually agree upon and implement an energy management program.

### **3.46. Marketing and Communications Plan**

- 3.46.1. Contractor shall aggressively market and promote the Food Service Program on campus.
- 3.46.2. As part of the Annual Plan, Contractor shall be responsible for developing and implementing a proactive annual marketing/communications plan to promote the Food Service Program to the University's campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in the areas of meal plans, sports concessions, retail dining and catering services. At a minimum, the marketing/communications plan must include the following:
  - 3.46.2.1. Social media strategy for residential, retail dining, catering, and concessions;
  - 3.46.2.2. Identification of target markets;
  - 3.46.2.3. Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in local communities;
  - 3.46.2.4. Tactics for effective promotion and communication to the campus and local communities;
  - 3.46.2.5. Implementation plan and calendar;
  - 3.46.2.6. Marketing budget;
  - 3.46.2.7. Success measures.
- 3.46.3. Contractor shall have an experienced marketing staff person dedicated to promotional and marketing efforts for the University's Food Service Program.
- 3.46.4. The University will determine other sites throughout the University's campuses where menus will be posted. The Contractor shall have the menus printed and make the appropriate distribution of the menus.
- 3.46.5. At the Contractor's expense, permanent signs shall be displayed in appropriate and approved areas to identify service stations.
- 3.46.6. Contractor shall obtain approval from the University prior to on-site use and display of University or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

### **3.47. Culinary Committee and Monthly Updates**

- 3.47.1. Contractor shall participate in and facilitate meetings, data gathering, responses, and associated actions of the Student Government Association.

- 3.47.2. Contractor will participate in monthly meetings with the University. The agenda will include review and update of financials, data gathering and responses, and other items as determined by the University.

**3.48. Equipment and Reimbursable Items**

- 3.48.1. The Contractor, with a designated University representative, shall take an annual full inventory of all glassware, chinaware, service trays, and kitchenware to be submitted to the University. The inventory shall be taken at the end of the spring semester (May).
- 3.48.2. At the start of the Contract or no later than January 1, 2016, a joint inventory will be taken and signed by both parties. Both parties shall be bound by their representative's signature to the inventory acceptance. Any disagreements or disputes to the inventory count of items must be placed in writing to the other party within ten (10) days of the date the physical inventory was taken. Ten (10) days prior to the termination of this contract, an inventory of facilities and equipment will be taken by the Contractor with a University representative present. At this time, determination shall be made concerning any excessive wear or misuse of facilities and equipment on the part of the Contractor and compensation for excessive wear or misuse of facilities and equipment shall be paid to the University by the Contract
- 3.48.3. The Contractor shall make any necessary requests to the University for replacement or addition of facilities and equipment. Any additions to the facilities or equipment will be added to the inventory. Items that become unserviceable through normal use, wear-and-tear will be turned over to the University and deleted from the inventory. The Contractor shall reimburse the University for replacement costs of all items not accounted for at the end of the contract period.
- 3.48.4. Ownership of all non-expendable items and equipment will remain with the University. However, the Contractor shall take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction. The Contractor shall have the responsibility for the costs of any damage or loss to the equipment or premises of the University caused by the negligence of the Contractor or its associates. Nothing herein relieves the Contractor from its obligation to replace inventory losses due to destruction, loss or pilferage, unless caused by the negligence of the University.
- 3.48.5. Products (food and supplies) that require equipment for dispensing which have the equipment and service cost pro-rated in the costs of the product shall not be purchased by the Contractor without prior written approval of the University.
- 3.48.6. In coordination with the University, the Contractor shall operate and use all assigned equipment, facilities and utilities in accordance with the University's preventive maintenance procedures, schedules and standards. The University shall inspect to insure Contractor's compliance with the

provisions of University preventive maintenance programs appropriate to kitchens and food halls.

- 3.48.7. The Contractor shall conserve utilities and treat all facilities and equipment with prudent care.

**3.49. Glassware, Flatware, China, Kitchenware, Etc.**

- 3.49.1. The Contractor shall be responsible for maintaining a given level of inventory and replacements as needed for all china, glassware, trays, kitchenware, flatware, and serving utensils. Ownership of inventory will remain with the University, with the exception of flatware and service utensils purchased by the Contractor.
- 3.49.2. "Linens" include all associate uniforms, coats, caps, table linens, kitchen linens, and towels. The Contractor is responsible for providing and laundering all linens, and must bear the cost of such laundry.
- 3.49.3. If dishwashing facilities should become temporarily inoperative, disposable paper service will be utilized. The Contractor shall be responsible for maintaining an inventory adequate to meet the emergency.
- 3.49.4. The Contractor shall be responsible for the acquisition and maintenance of all office and housekeeping supplies as required for their operation. The University shall determine the number of cleaners to maintain facilities and may increase the number at Contractor's expense.

**3.50. Emergency Services**

- 3.50.1. The Contractor shall be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, hurricane, earthquake, pandemic, power failure, etc. Contractor shall not be reimbursed for any loss of revenue from an interruption of service or operations, or for use of any food service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.

## 4. SUMMARY CHART OF RESPONSIBILITIES

### 4.1. Summary Chart

4.1.1. This is a summary table of payment of expenses. The content of this Operations Manual takes precedence over this table.

	Contractor	University
<b>FOOD AND BEVERAGES</b>		
Food and beverage purchasing	X	
Processing of invoices	X	
Payment of invoices	X	
Ownership of food and supply inventory	X	
<b>LABOR</b>		
Payment of regular full-time hourly employees	X	
Payment of student (part-time) salaries	X	
Payment of salaried management employees	X	
Payment of sick leave pay	X	
Payment of holiday pay	X	
Payment of actual payroll taxes and benefits	X	
Payment of actual labor cost	X	
Direct on-site preparation and processing of payroll	X	
Direct on-site training and development cost	X	
<b>DIRECT EXPENSES</b>		
Telephone and internet connection initial installation		X
Internet	X	
Telephone local		X
Telephone long distance	X	
Payment for use of on-campus software	X	
Removal of trash and garbage from kitchen	X	
Removal of recyclables, trash and garbage from premises	X	
Servicing and repair of grease traps		X
Daily cleaning of grease hood filters	X	
Cleaning of grease hood ductwork below the ceiling	X	
Twice annual cleaning of grease hood ductwork above ceiling		X
Replacement of china, glass, flatware, kitchenware	X	
Initial inventory of china, glass, flatware, kitchenware, etc. and other foodservice equipment		X
Depreciation of equipment and investments	X	
Repair to infrastructure (vents to outside, gas line, etc.)		X
Cost of maintaining and repairing equipment owned by University		X
Credit card equipment, installation and processing	X	

	Contractor	University
Liquor license cost (if any or necessary)	X	
Products and public liability insurance	X	
Gas, water and electric utilities		X
General office supplies and equipment	X	
Office facilities and initial outfitting of furniture		X
Facility maintenance and repairs		X
Keys - initial issue		X
Key replacements	X	
Exterminator services	X	
Repair and service hood fire detection / suppression system		X
Linen rental and laundering	X	
Uniforms and uniform laundering	X	
Actual cost of insurance premiums	X	
Mandatory employee health examinations	X	
Employee background checks and/or drug testing	X	
Approved advertising and promotions	X	
Paper and cleaning supplies	X	
Menu printing	X	
Security transportation of monies	X	
Rental equipment and leased vehicle for food delivery & catering	X	
Owned or leased vehicles	X	
Actual cost of long term disability	X	
<b>SALES AND SALES TAX</b>		
Sales tax on each cash sales and purchases from Contractor	X	
Sales tax on board plan and declining balance		X
<b>CLEANING RESPONSIBILITIES</b>		
Walls and fixtures on walls (below 7 feet)	X	
Walls and fixtures on walls (above 7 feet)		X
Cleaning of food preparation, delivery and service areas	X	
Ceiling and ceiling vents and light fixtures		X
Floors – daily cleaning in all Food Service Program areas, including production, service and seating areas	X	
Floors – semi annual deep cleaning, waxing		X
Public restrooms in Food Service Program areas	X	
Public restrooms in non-Food Service Program areas		X
Tables and chairs	X	
Locker rooms for food service workers	X	

## **LU: Service Agreement with Academic Partnerships for Delivery of Online Courses**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

1. The attached Service Agreement between Lamar University and Academic Partnerships, LLC (“AP”), a Delaware limited liability company, to provide delivery of online courses, effective September 1, 2014 to June 30, 2017, be approved as a novation to and replacement of the existing July 1, 2012 agreement between the parties; and,
2. Any proposed amendments to this Agreement—including but not necessarily limited to, changes in AP’s compensation and/or responsibilities—be brought back to this Board for approval through the customary review process in the System Administrative Office.

### **Explanation**

Through agreement with Academic Partnerships (AP) Lamar University has offered selected sections of online courses and designated degree programs at the undergraduate, graduate, and post-graduate level. The enclosed Service Agreement will replace the existing one. The agreement has generated between sixteen and twenty million dollars of tuition revenues annually and extends the Universities reach across Texas and in to other states. The new agreement is projected to enhance these benefits.

Academic Partnerships will continue market and recruit students, work with LU to develop and implement programs, offer academic support services, and serve as the primary point of contact for all students to enter the AP online programs. LU maintains sole authority in the appointment of faculty, admission of students, delivery of online programs, evaluation of student performance, decision to award academic credit, decision to award scholarships or financial aid, and will oversee the financial management of the online programs, including the receipt of all student tuition and fee monies.

Addendum A (enclosed) displays the tuition revenue breakdowns for each program offered; Academic Partnerships will receive either 30% or 50% of tuition revenue depending on the specific online program delivered. The tuition generated supports a massive recruiting effort, instructional costs, overhead costs, and provides approximately \$2,000,000 tuition support to enhance on campus programs. This Agreement has been first reviewed and approved as to legal form by the Vice Chancellor and General Counsel.

## SERVICE AGREEMENT

This Service Agreement (**Agreement**) is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company (**AP**), and Lamar University (the **University**) as of August 1, 2014 (the **Effective Date**). AP and the University are sometimes referred to in this Agreement each as a **Party**, and collectively as the **Parties**.

### Recitals Incorporated Into Agreement

- A. The University offers courses and degree programs at the undergraduate, graduate and post-graduate level as well as other courses and programs (any of which may include pre-requisite and co-requisite courses) ;
- B. AP provides services to universities to enable them to offer such courses, degree programs and other programs online;
- C. AP and the University entered into a Marketing and License Agreement as of July 1, 2012. As of the Effective Date, this Agreement fully amends and restates that is, this Agreement is a novation of the July 1, 2012 Marketing and License Agreement, which is replaced in its entirety by the Agreement.
- D. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide such services with regard to the mutually agreed to courses, degree programs and other programs (as set forth in the attached Addendum[s]) (jointly called **AP Online Programs**)

### I. AP Obligations

During the Term of this Agreement, AP shall have the following obligations, which it shall fulfill through its own efforts as well as through efforts of its agents and affiliates, each of whom shall be subject to the University's approval, which shall not be unreasonably withheld. Further, AP shall remain contractually liable and legally bound to discharge fully the herein designated obligations in the event its agents and affiliates fail to perform AP-assigned obligations:

**A. Marketing, Recruiting, and Promotion.** AP shall be the exclusive marketer of the AP Online Programs. AP shall market the University and its AP Online Programs at its own expense using a variety of means as determined by AP, in its reasonable discretion, including but not limited to:

- (1) digital marketing
- (2) establishing relationships with employers and other organizations using field sales representatives / affiliate partnerships, on behalf of the University and its AP Online Programs using the University's intellectual property (including, specifically, its trademarks without necessarily referencing AP). (See Section IV).

**B. Program Development, Support and Implementation.** AP's implementation team will work with the University to launch the University's AP Online Programs. At its own expense AP shall implement and provide the following support services:

- (1) an integration team that works with the University's personnel from key departments as coordinated by the University's Distance Education.
- (2) facilitation of various planning sessions for AP Online Programs to suggest new opportunities and enhancements to the existing programs;
- (3) facilitate the development of a "Program Guidelines" document;
- (4) provide at the University's discretion cross-functional project management services, including development of a project plan to drive program implementation activities.

**C. Academic Support Services.** AP will work with faculty and the University on AP Online Programs' design, including but not limited to:

- (1) assisting with planning, blueprinting and course conversion of the University's into an electronic format;
- (2) assisting University in structuring multiple annual start dates; and
- (3) introducing best practices for the delivery of AP Online Programs.

**D. Enrollment Specialist Representatives (ESRs).** ESRs will serve as a primary point of contact for all prospective students for the AP Online Programs. The ESRs will help educate students about the University's AP Online Programs. AP's responsibilities include:

- (1) staffing and equipping a call center for ESRs
- (2) providing a team of ESRs to contact potential students;
- (3) providing a toll free number and website for prospective students;
- (4) recruiting in compliance with the academic standards of the University and regulatory requirements; and
- (5) informing potential students of the Program characteristics and referring potential students to the University regarding financial aid and/or academic questions. In performing recruiting activities, ESRs shall use such marketing and promotional materials as deemed appropriate by AP; provided, the same are supplied by or otherwise approved by the University in advance and in accordance with this Agreement. AP is entitled to rely on the accuracy of any such materials supplied by the University.

AP agrees that in the course of recruitment of Students for enrollment in one or more AP Online Programs it will not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity directly engaged in any student recruiting or admission activities, or any person directly supervising such person, except as may be authorized by 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education or the University's regional accreditor.

**E. Application Support.** In addition to recruiting, ESRs will:

- (1) inform applicants of University application requirements;
- (2) contact applicants regarding upcoming AP Online Programs' deadlines;
- (3) remind applicants to submit necessary paperwork (transcripts, etc.);
- (4) remind Students of the registration process, registration deadlines and payment deadlines once admitted to the University; and
- (5) refer Students to appropriate University resources if there are further questions about the Program(s).

**F. Student Support Services.** ESRs will provide student support and retention services, including, but not limited to the following:

- (1) following up with Students periodically through graduation to give support, encouragement, and assistance.
- (2) referring Students to University resources if academic success is in jeopardy;
- (3) welcoming new Students and providing upcoming registration dates and/or deadlines;
- (4) re-engaging inactive Students; and
- (5) reminding Students of upcoming start dates, registration deadlines and payment deadlines.

**G. Protection of Data.** AP shall use reasonable efforts to ensure the data shared is not re-disclosed or otherwise breached. For any data shared that is subject to the regulations of the Family Educational Rights and Privacy Act (FERPA), (34 CFR Part 99), AP shall comply with the requirements of FERPA. If AP's failure to use reasonable effort to directed above results in the disclosure of data in violation of FERPA, AP shall

be liable for all damage resulting from such disclosure and shall indemnify and hold harmless the University, its regents and employees in the event they sustain damage as a result of AP's actions or failures to act.

Notwithstanding the above, AP may utilize the information of denied applicants (**Non-Viable Prospects**) to contact them to provide information on other education opportunities at institutions that also allow their denied applicants to receive information on other educational opportunities.

## **II. University Obligations**

The University shall maintain the sole authority in the (i) appointment of faculty, (ii) admission of students, (iii) delivery of AP Online Programs, (iv) evaluation of student performance, (v) decision to award course credit and/or academic credentialing, (vi) decision to award scholarships or financial aid, and collection of tuition, fees and other monies to be collected from students under this Agreement. During the Term of this Agreement, the University has the following obligations:

### **A. Marketing Deliverables.**

#### **Marketing, Recruiting, and Promotion.**

(1) University shall expressly approve or disapprove of any proposed marketing materials, plans and proposals submitted to it by AP within 10 University business days of receipt. If University does not respond to AP within the 10 University business day period, AP may assume that the marketing materials, plans, and proposals are approved;

(2) University shall deliver to AP its branding and style guidelines that establish the parameters by which AP may utilize the University's intellectual property. The University hereby grants the right to AP to use its intellectual property (including to represent the University in forming affiliate relationships and related promotions without necessarily referencing AP) representing Lamar University as referenced in Section IV and Exhibit C in performance of the AP Obligations only in accordance with those branding and style guidelines. Any deviation from the branding and style guidelines must first be approved by the University;

(3) University shall allow AP and/or its agents or affiliates to use the University web domain for marketing (i.e., <http://online.universityname.edu> or <http://degree.universityname.edu>) and host those subdomains for ease of maintenance and updates;

Subject to FERPA and state privacy laws, the University shall allow AP to have access to appropriate and relevant current student and alumni email lists for marketing purposes; and

(4) University shall ensure that AP is its exclusive marketer and promoter with regard to the AP Online Programs, as listed in Addendum A.

**B. Regulatory Approvals, Accreditations, and Licenses.** The Parties agree that AP is relying on the University's obligation to determine and obtain all necessary regulatory approvals and licenses for the AP Online Programs including as set forth below:

(1) **Obtaining Regulatory Approvals.** As it is required by law, the University shall fulfill its obligation to determine if it is required to obtain any type of approval, authorization, certificate, or license to deliver online instruction, market degree programs, or recruit students. If the University determines that it or its agents are required to obtain any sort of approval, authorization, certificate, or license in a state, then the University shall work with AP in reasonable efforts to obtain all such necessary approvals and shall communicate them to AP in a timely manner.

(2) **Informing AP of Obtained Approvals.** The University shall inform AP as to which states' residents the University is legally authorized to enroll students, what types of marketing and recruitment activities it has obtained approval for, and in which locations such approvals have been obtained.

**C. Financial/Business Oversight.** The University will oversee the financial management of the AP Online Programs.

**D. Intellectual Property.** The University will not remove, deface, or obscure any of AP's or its agents or affiliates' copyright or trademark notices and/or legends or other proprietary notices associated with AP or its agents or affiliates.

**E. Access to Data.** The University shall provide AP daily extracts from its Student Information System and Learning Management System that contain information about applicants and students enrolled in the AP Online Programs. Essential data includes, but is not limited to, applicant, student, section, course, and enrollment data. AP and its agents and/or affiliates may use the data in order for AP to fulfill its obligations and exercise its rights under this Agreement and to analyze and increase the effectiveness of the services it offers hereunder.

The University agrees that for the duration of this Agreement it will not offer the same programs online as the Online Programs that are represented by AP except for those in place at the time of this agreement.

**F. Program Characteristics.** The University will assure that:

(1) its tuition for the AP Online Programs is no more than the campus-based tuition;

- (2) the AP Online Programs are in an accelerated format usually consisting of 5 or 8 week courses offered in sequence;
- (3) there shall be at least five (5) program starts per calendar year per Online Program with the exception of selected online Programs;
- (4) the University shall work in good faith with AP toward obtaining approval in as many jointly identified sister states-as soon as reasonably practicable;
- (5) the University shall work collaboratively with AP on marketing promotions including offering special promotions for affiliate partners; and
- (6) the University shall provide and maintain at least three high-demand AP Online Programs under this Agreement as mutually determined by AP and the University.

## **II. License Grants by AP**

During the Term of this Agreement, AP grants the University a limited, nonexclusive license to use AP's intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, and know-how, for the specific and limited purpose of marketing and promoting the AP Online Programs. **Exhibit A** lists the initial AP trademarks that AP expects to be used under this Agreement.

## **IV. License Grants by the University**

**A. License.** During the Term of this Agreement, the University grants AP a limited, nonexclusive license to use the University's intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, pictures (of faculty, the University, and its students and alumni) as approved by the university, and know-how, for the specific and limited purpose of marketing and promoting the AP Online Programs. **Exhibit B** lists the initial University trademarks that the University expects to be used under this Agreement.

**B. Agents and/or Affiliates.** AP is hereby given the right to allow its agents and/or affiliates (e.g. specialized providers of niche services such as digital marketing and operational suppliers) to utilize the University materials where appropriate in AP's reasonable discretion to meet its obligations to the University and exercise its rights under this Agreement.

## **V. Ownership**

**A. Ownership of Contributed Materials.** AP and the University each retain all ownership and intellectual property rights in the material they each contributed.

**B. Ownership of Developed Materials.** Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such intellectual property, unless mutually agreed to otherwise in writing.

## **VI. Term**

The original term of this Agreement shall commence on the Effective Date and end on June 30, 2017, unless terminated earlier hereunder. The original term and any successor term shall automatically renew for three (3) year periods, unless either Party gives written notice to the other Party of its desire to terminate the Agreement at least 120 days before the expiration of the then current original term or successor term. By mutual agreement and after approval of the University's Board of Regents, the Parties may extend the renewal term up to seven (7) years. If the University and AP enter into an Addendum to this Agreement for a new program, such an Addendum must be approved by the Chancellor, and the term of such Addendum shall be for seven (7) years unless stated otherwise in the Addendum.

If, during the term of this Agreement, the University wishes to offer similar, additional programs online through another service provider, the University will first offer the right to exclusively negotiate an Addendum for the new Programs to AP. If AP and the University negotiate in good faith but cannot reach an agreement within 60 days from the date of first offer, University is free to contract with another service provider for the online programs not listed in any executed Addendum.

## **VII. Payment and Taxes**

**A. AP Payment.** The University will collect all **Revenue** (defined to mean tuition and related fees charged to students for the AP Online Programs) and will remit to AP an amount equal to the product of multiplying the applicable tuition revenue percentage [identified in each Addendum] times tuition revenue, which shall be due and payable to AP within thirty (30) University business days of the start of any AP Online Programs. In the event no percentage is noted in Addendum A to this Agreement, the default percentage shall be 50% for both in-state and out of state tuition.

**B. Taxes.** Each Party will be responsible for any and all taxes due on their portion of Revenues received.

**C. Payment Upon Termination.** The University acknowledges that a portion of AP's cost is incurred before a student enrolls, and that AP's only method of cost recover is through the continuing payments of students who remain in and progress through the Online Programs. Therefore, in the event of termination of this agreement for any reason including expiration, the University shall continue to remit payments to AP for all students whose enrollment was secured by AP prior to termination of this Agreement for so long as those students continue to take courses in the Online Programs.

## **VIII. Indemnification**

**A. AP.** AP will defend and indemnify the University, to the extent permitted by Texas law, against any loss or damage caused by AP's actions hereunder provided that: (a) the University notifies AP in writing within 30 University business days of the claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) the University provides AP with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the University in providing such assistance will be reimbursed by AP.

**B. University.** The University will defend and indemnify AP, to the extent permitted by Texas law against any loss or damage caused by the University's actions hereunder provided that: (a) AP notifies the University in writing within 30 University business days of the claim; (b) the University has sole control of the defense and all related settlement negotiations; and (c) AP provides the University with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by AP in providing such assistance will be reimbursed by the University.

## **IX. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

## **X. Warranties**

**A. Authority.** Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.

**B. Ownership of Materials Provided.** Each Party warrants to the other that it is the sole and exclusive owner of the provided materials or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge; such materials do not infringe any third-party rights.

## **XI. Cure for Breach.**

If either Party materially breaches the terms of this Agreement and fails to correct the breach within 90 days after the non-breaching Party provides written notification, the non-breaching Party shall follow the dispute resolution procedures contained herein under section XIII C.

## **XII. Obligations Upon Termination.**

Upon expiration or termination of this Agreement, both parties shall cease all use of the other's provided materials and return any such material in its possession to other Party.

### **XIII. General**

**A. Relationship Between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

**B. Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Texas law. Venue shall lie in Travis County, Texas.

**C. Amendment.** This Agreement may not be amended unless the amendment is in writing and has the approval of AP, the Chancellor and Board of Regents of the Texas State University System. Notwithstanding the aforementioned, Addendums to this Agreement to add new programs that do not materially changed the duties or obligations of the parties or otherwise increase the University's financial obligations shall not require approval of the Board of Regents.

**D. Disputes.** In the event that some or all of the materials provided by either Party is held or is believed by the other Party to infringe third party rights, the alleged infringer shall have the option, at its expense to: (a) modify the materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then that Party may require the other to return the infringing materials and all rights thereto.

If a Party breaches this Agreement and does not cure within the proper period then the Parties shall submit the matter to mediation under an agreed mediator within 90 days of the deadline for cure. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall referred to the Texas State Office of Administrative Hearings (SOAH) for resolution under Texas Government Code, chapter 2260.

**E. Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail or actually received to:

If to AP:

Academic Partnerships, LLC  
Attention: Chief Financial Officer  
600 North Pearl Street  
Suite 900

Dallas, Texas 75201

With copy to:

Academic Partnerships, LLC  
Attn: Legal Dept.  
2200 Ross Ave., Suite 3800  
Dallas, TX 75201  
FAX No. 214-438-4133

If to the University:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

**F. Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

**G. Waiver and Retention of Rights.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has occurred. Nothing in this Agreement shall be construed as a waiver of the constitutional, statutory, or common law rights, privileges, immunities, or defenses of the parties.

**H. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**I. Confidential Information.** Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential (**Confidential Information**). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is

previously known to the receiving Party on a non-confidential basis; or (g) is required by court order (other legal process) or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

**J. Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party (an **Excusable Delay**). This Agreement may be terminated with written notice by either Party under this section should the Excusable Delay of the non-performing Party continue for more than 30 University business days.

**K. Entire Agreement.** This Agreement with any documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the matters set forth herein.

**L. Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. The University may not assign, this Agreement or any of its rights hereunder without the prior written consent of AP, and any attempted assignment without such consent shall be void.

**M. Variation.** No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

**N. Survivability.** The following Sections shall survive the expiration and termination of this Agreement: I-H, V, VII, VIII, IX, X, XII, and XIII.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

ACADEMIC PARTNERSHIPS, LLC

By: \_\_\_\_\_  
Wes Brazell Date

Title: CFO

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
President Kenneth Evans, PhD  
Lamar University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian McCall, PhD, Chancellor

\_\_\_\_\_  
Date

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
The Honorable Donna N. Williams  
Chairman of the Board

\_\_\_\_\_  
Date

**ADDENDUM A**

This Addendum (**Addendum**) dated as of August 1, 2014 is a supplement to that certain Service Agreement (**Agreement**) dated as of August 1, 2014 between Academic Partnerships, LLC (**AP**), and Lamar University (the **University**) and is fully incorporated therein.

**I. SCHEDULE OF ONLINE PROGRAMS**

The University agrees to pay AP a percentage of all tuition collected for the Online Programs according to the following schedule:

<b>Graduate Online Programs</b>	<b>AP Revenue Percentage</b>
MS in Criminal Justice	50% of tuition
M.Ed. in School Counseling	50% of tuition
M.Ed. in Educational Administration	50% of tuition
M.Ed. in Educational Technology Leadership	50% of tuition
M.Ed. in Teacher Leadership	50% of tuition
M.Ed. in Teacher Leadership: ESL Specialization	50% of tuition
M.Ed. in Clinical Mental Health Counseling	50% of tuition
M.Ed. in Special Education	50% of tuition
M.Ed. in Curriculum and Instruction: Gifted Education Focus	50% of tuition
MS in Nursing	50% of tuition
Graduate Certificates in Education	50% of tuition
<b>Undergraduate Online Programs</b>	<b>AP Revenue Percentage</b>
Undergraduate RN to BSN	50% of tuition
Bachelor of Applied Arts and Sciences	30% of tuition*
BBA in Entrepreneurship	30% of tuition*
BBA in General Business	30% of tuition*
BBA in Management	30% of tuition*
Bachelor of General Studies	30% of tuition*
BS in Communications	30% of tuition*
BS in Criminal Justice	30% of tuition*
BS in Sociology	30% of tuition*

**\* WITHDRAWAL OF UNDERGRADUATE AP ONLINE PROGRAMS**

The University may withdraw all Undergraduate AP Online Programs, with the exception of the Undergraduate RN to BSN, at any point after the summer terms of 2015 after providing 90 days advance written notice to AP. The University may not withdraw the Undergraduate RN to BSN program.

**II. MODIFICATION TO THE SCHEDULE OF AP ONLINE PROGRAMS**

The University and AP may modify the Schedule of AP Online Programs by mutual agreement. For any added programs, AP revenues for all related undergraduate courses

with the exception of Nursing will be 30% of tuition; AP revenues for all Nursing undergraduate courses and for all related graduate level courses will be 50% of tuition.

This addendum contains trade secrets and commercial and financial information that are confidential and therefore may not be disclosed to any third party. If the University receives an open records request for this information, it shall follow the applicable provisions of its state's open records law in regards to notifying AP of the request and seeking a ruling by its state's Attorney General or other open records authority regarding its confidentiality.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

ACADEMIC PARTNERSHIPS, LLC

By: \_\_\_\_\_  
Wes Brazell Date

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

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
President Kenneth Evans, PhD Date  
Lamar University

\_\_\_\_\_  
Brian McCall, PhD, Chancellor Date

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
The Honorable Donna N. Williams Date  
Chairman of the Board

**EXHIBIT A**  
(AP Trademarks, including those of its affiliates)

1. ACADEMIC PARTNERSHIPS, LLC
2. ACADEMIC PARTNERSHIPS
3. AP



**EXHIBIT B**

(University Trademarks) **TBC later**

1. \_\_\_\_\_

## **LU: Specializations Provider Agreement**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The enclosed Specializations Provider Agreement between Lamar University and Academic Partnerships, LLC, a Delaware limited liability company, effective September 1, 2014 to August 31, 2021, be approved.

### **Explanation**

In keeping with Lamar University's commitment to life-long learning this agreement allows Lamar University and Academic Partners (AP) to expand the reach in foreign countries by providing non-credit Specialization. AP will market, monitor, and translate non-credit learning materials utilizing a new and unique delivery model. LU will develop and AP will distribute materials using a secure online platform for dissemination initially to be rolled out in South America. The materials will be marketed and delivered in the appropriate native languages. Academic Partnerships has developed this unique format for providing non-credit bearing education to individuals across the globe. The system allows educational materials to deliver instruction in a concentrated, accelerated, format while alleviating the host institution's administrative burden. These educational offerings will have no bearing on any accreditation bodies.

Academic Partnerships and LU will work together to convert education materials to an online format to be delivered as specialization programs utilizing a template provided by Academic Partnerships. These programs will be on a learning platform hosted on an open secure (i.e., internet-based and generally available to individuals with access to the internet) system that will deliver the specialization programs to students and monitor the student's progress. Academic Partnerships will recruit students and register students for the programs, deliver the educational content to the students, administer and grade assessments, and deliver the credential to the students after successful completion of the programs. AP plans to utilize universities within a native region to market these Specializations. Such Specializations would identify all parties (Lamar University, AP, and the native university) as suppliers. Lamar University will receive 50% of all associated revenues generated to and collected by AP (less any fees, commissions, or taxes required in nations outside the United States, and less 20% of revenues provided to host of native universities). This agreement allows Lamar University to expand educational offerings to a non-traditional market segment and has been reviewed and approved as to legal form by the Vice Chancellor and General Counsel.

## SPECIALIZATIONS PROVIDER AGREEMENT

This Specializations Provider Agreement (**Agreement**) is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company (**AP**), and Lamar University (the **University**) as of August 1, 2014 (the **Effective Date**). AP and the University are sometimes referred to in this Agreement each as a “**Party**”, and collectively as the “**Parties**.”

### Recitals Incorporated Into Agreement

A. The University offers educational content to a wide variety of audiences and would like to further expand the reach of their programs utilizing a new and unique delivery model;

B. AP has developed a new model for providing non-credit bearing education to individuals across the globe (“**Students**”) that allows institutions to deliver instruction in concentrated, accelerated, format while alleviating the institution’s administrative burden.

C. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide such services with regard to the mutually agreed upon modules (as set forth in the attached Addendum[s] as they may be amended) (jointly called “**Specialization Programs**”).

D. AP and the University shall work together to establish the priority and any applicable production schedules and launch dates of the Specialization programs identified in the Addendums based on demand in the target markets identified by AP.

### I. UNIVERSITY’S RESPONSIBILITIES

**A. Build Specialization Programs.** The University shall provide educational content and build the Specialization Programs pursuant to guidelines and templates provided by AP. The Specialization Programs will include content, as well as assessments that will be taken by Students in order for them to demonstrate their proficiency in the subject area.

**B. Deliver Branding and Style Guidelines.** The University shall timely deliver to AP its branding and style guidelines to be used by AP in the marketing, distribution, and recruiting associated with the Specialization Programs.

**C. Authorize Credentialing.** The University authorizes AP to deliver non-credit bearing credentials, in a form pre-approved by the University, to Students upon successful completion of a unit, certificate, or specialization. Successful completion will not only mean progressing through the entire unit, but also satisfactory performance on the assessments. The credential may not represent that it bears any academic credit toward a degree program at the University.

- D. Assist AP.** The University shall assist AP as reasonably requested in the delivery, marketing, and recruitment for Specialization Programs.
- E. Grant Licenses for Intellectual Property.**
- 1. University Materials.** During the Term of this Agreement, University grants AP a limited, worldwide, non-exclusive, royalty-free license to use, publicly display, and distribute any and all of University's intellectual property rights, whether registered or unregistered ("**University Intellectual Property**"), including but not limited to the trademarks as set out in Section I-E-2, but only in accordance with its guidelines, to the degree necessary to provide the AP Services pursuant to this Agreement and for the specific and limited purpose of developing, offering, providing, and promoting the University's Specialization Programs.
  - 2. Trademarks.** University's trademarks include but are not limited to those designated in writing by University in Exhibit A hereto.
  - 3. Agents and Affiliates.** University hereby gives grants AP the right to allow certain of its promotion and technology agents, affiliates, and Host Institutions to utilize University's Intellectual Property as directed by AP and under AP's direction where appropriate in AP's reasonable discretion but only to meet its obligations to University under this Agreement, including the provision of marketing, courseware, and credentialing services containing such marks.
- F. Guarantee Exclusivity and Non-Circumvention.** University grants to AP full exclusivity with respect to the distribution of Specialization Programs developed under this Agreement.

## **II. AP'S RESPONSIBILITIES**

- A. Assistance with Online Conversion.** AP shall provide all necessary assistance and translated materials required by the University in converting its education materials to an online format to be delivered as a Specialization Program utilizing the template provided by AP.
- B. Exclusive Worldwide Marking, Distribution, and Recruitment.** The University designates AP its worldwide marketer, distributor, and recruiter for the Specialization Programs developed under this Agreement. AP shall market the University and its Specialization Programs using a variety of means as determined by AP, in consultation with the University
- C. AP Open Network.** AP shall provide and secure a Web based learning platform. to be hosted on an open (i.e., internet-based and generally available to individuals with access to the internet) system (the "AP Open Network") that will deliver the Specialization Programs to Students. The AP Open Network will:

1. Register Students for the Specialization Programs;
2. Deliver the educational content of the Specialization Programs to Students;
3. Administer and grade the assessments; and
4. Deliver the credential to the Student after successful completion of the units and assessments.

**D. Translation of Specializations.** AP shall perform translations for the University's Specialization Programs where necessary. AP shall make the determination of whether or not to translate a Specialization Program in its sole discretion. AP shall provide the translated materials to the University for review, editing, and approval which the University shall provide within 10 business days.

**E. Establish and Manage Relationships with International Institutions.** AP shall establish and manage relationships with universities, corporations, and other organizations ("Host Institutions") to distribute, market, and recruit for the Specialization Programs.

**F. Collection and Distribution of Payments.** AP shall collect payment from the Students directly. AP shall timely distribute payments to the University and any Host Institution according to the terms of this Agreement and any applicable agreement between AP and a Host Institution.

For Specializations Programs where AP recruits students directly, AP and the University shall evenly split the revenue received after deductions for any taxes and fees incurred on the receipt of revenue. and on the transfer of remaining funds to the US as may be reasonably directed by AP. In no event shall AP deduct its travel expenses, franchise taxes, or income taxes from the Revenue received.

In the event that Specializations Programs are offered through a Host Institution, the University and AP shall evenly split the net revenue received after deductions for (i) a negotiated fee not to exceed 20% payable to any participating Host University and (ii) any taxes and fees incurred by either the Host Institution or AP on the receipt of that revenue and on the transfer of the remaining funds to the US as may be reasonably directed by AP.

AP shall make payment to the University with 45 days of receipt tuition and shall continue to remit payments to the University for so long as any AP secured student continues to take units within the Specializations Programs, even if beyond termination or expiration of this Agreement.

### III. OPEN NETWORK REQUIREMENTS

For all Specialization Programs that are hosted on the AP Open Network, the University agrees as follows:

- A. Third Party Sites and Services.** The AP Open Network may allow access to third party websites or access to third-party services (including without limitation, turnitin.com, Google Docs, and third party payment processors such as PayPal). Such sites and services are not under the control of AP, and AP is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.
- B. Suspension of AP Open Network Service.** Upon reasonable notice to University, AP may suspend access to the AP Open Network and remove Specialization Programs' content provided by University if AP in good faith believes that, as a part of using the AP Open Network, the University and/or any Students may have violated a law or a restriction in this Agreement or the Student's user agreement, or if AP or Host Institution becomes subject to a third party claim that the Specialization Programs' content provided by University infringes on a third party intellectual property right.

### IV. ADMINISTRATIVE PROVISIONS

#### A. Ownership of Intellectual Property

- 1. Ownership of AP Provided Intellectual Property.** AP retains ownership and intellectual property rights in the intellectual property it may provide.
  - 2. Ownership of University Provided Intellectual Property.** University retains all ownership and intellectual property rights in the University Intellectual Property. The University also retains all ownership of the Specialization Programs and any components of the Specialization Programs (e.g., units, lectures, materials, etc.) including translated materials.
  - 3. Ownership of Materials Created Under This Agreement.** Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such intellectual property, unless mutually agreed otherwise in writing.
- B. Data Protection.** If the Parties agree that AP will provide to University any personal information about students enrolled in the Specialization Programs that is collected by AP via the AP Open Network, University agrees that it shall (i) comply with all laws relating to data privacy, trans-border data flow or data protection, (ii) implement and use commercially reasonable information technology practices and policies to protect such information, and (iii) comply

with the AP Open Network privacy policy in connection with all uses of such information.

**C. Term.** The term of this Agreement shall commence on the Effective Date and ends on the seventh (7th) anniversary of the Effective Date, unless terminated earlier hereunder. The original term and any successor term shall automatically renew for two (2) year periods, unless either Party gives written notice to the other Party of its desire to terminate this Agreement at least 180 days before the expiration of the then current original term or successor term. To the extent that an Addendum to this Agreement is entered into for a new Program, the term of such Addendum shall also be for a period of seven (7) years notwithstanding the fact that the new term could exceed the period of the original term or the successor term.

#### **D. Indemnification**

- 1. By AP.** AP shall defend and indemnify University, to the extent permitted by any applicable laws, against any third party claim, loss, or damage incurred by University that is proximately caused by AP's performance or lack thereof under this Agreement, provided that: (a) University notifies AP in writing within 30 days of any claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) University provides AP with the assistance, information, and authority reasonably necessary to perform the above, with any reasonable out-of-pocket expenses incurred by University in providing such assistance to be reimbursed by AP.
- 2. By University.** To the extent permitted by the constitution and laws of the State of Texas and/or of the United States, the University shall defend and indemnify AP against any third party claim, loss, or damage incurred by AP that is proximately caused by University's performance or lack thereof under this Agreement, including any claim that any University-provided Intellectual Property infringes upon any third party's intellectual property rights, provided that: (a) AP notifies Host University in writing within 30 days of the claim; (b) Host University has sole control of the defense and all related settlement negotiations; and (c) AP provides Host University with the assistance, information, and authority reasonably necessary to perform the above, with any reasonable out-of-pocket expenses incurred by AP in providing such assistance to be reimbursed by Host University.

#### **E. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

## F. Warranties

1. **Authority.** Each Party warrants, to the best of its knowledge, that it has the authority to enter into this Agreement and to perform its obligations set forth herein.
2. **Ownership by AP.** AP warrants that it is the sole and exclusive owner of all materials it provides or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge; such materials do not infringe any third-party intellectual property rights.
3. **Ownership by University.** University warrants that it is the sole and exclusive owner of all materials it provides or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge, University materials do not infringe any third-party intellectual property rights.
4. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AP DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. AP DOES NOT WARRANT THAT THE OPEN NETWORK SYSTEM WILL BE UNINTERRUPTED OR BE ERROR-FREE.

UNIVERSITY ACKNOWLEDGES THAT ITS INTELLECTUAL PROPERTY WILL BE UTILIZED IN COUNTRIES OTHER THAN THE UNITED STATES. WHERE AP CONTROLS THE USE OF THE UNIVERSITY'S INTELLECTUAL PROPERTY, AP SHALL TAKE ALL REASONABLE ACTION TO SAFEGUARD THE UNIVERSITY'S INTELLECTUAL PROPERTY. THE UNIVERSITY ACKNOWLEDGES THAT IT IS NOT THE RESPONSIBILITY OF AP TO PROTECT THE UNIVERSITY'S INTELLECTUAL PROPERTY UNDER ANY OTHER CIRCUMSTANCES.

## G. Termination and Dispute Resolution

1. **Dispute Resolution.** In the event of any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, the Parties shall use all reasonable endeavors in good faith to consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If they do not reach settlement within a period of 90 days, then such dispute, controversy or claim shall be referred to mediation by an agreed upon mediator within 60 days. If the

mediation is abandoned by the mediator or is otherwise concluded without the dispute, controversy or claim being resolved, then such unresolved dispute, controversy or claim shall be settled submitting the matter to the Texas State Office of Administrative Hearings (SOAH) for resolution pursuant to Texas Government Code, Chapter 2260.

- 2. Post Termination Obligations.** If this agreement is terminated for any reason including expiration, the University shall allow AP to continue delivering the Specialization Programs and collecting and distributing revenue for so long as any Student active in a Specialization Program at the date of expiration or termination continues to progress through the Specialization Program. In the event of termination due to an uncured material breach by AP, the Parties will mutually agree on how to address the disposition of the Students who are active in a Specialization Program at the date of termination.

## H. General

- 1. Relationship between the Parties.** Each Party is an independent contractor and shall be solely responsible for payment of all compensation owed to its employees and agents, as well as employment or any other similar taxes. Notwithstanding anything to the contrary in this Agreement, each Party shall be solely responsible for its own taxes. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship between the Parties.
- 2. Governing Law, Jurisdiction, and Reservation of Rights .** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Travis County, Texas. Notwithstanding anything to the contrary in this Agreement, the Parties hereby reserve their constitutional, statutory, and common law rights, privileges, immunities, and defenses.
- 3. Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail to:

If to AP:

Academic Partnerships, LLC  
Attention: Wes Brazell, Chief Financial Officer  
Finance Department  
600 North Pearl Street  
Suite 900  
Dallas, Texas 75201

With copy to:

Academic Partnerships, LLC  
Attention: Legal Dept.  
Legal Department  
2200 Ross Ave., Suite 3800  
Dallas, TX 75201  
FAX No. 214-438-4134

If to University:

Lamar University  
Vice President for Finance and Operations  
P.O. Box 10051  
Beaumont, Texas 77710  
FAX No. 409-880-8404

With copy to:

Texas State University System  
Office of General Counsel  
Rusk State Office Building  
208 E. 10<sup>th</sup> Street  
Suite 600  
Austin, Texas 78701-2407

The Parties agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

- 4. Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
- 5. Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has accrued.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
7. **Confidential Information.** Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential (“**Confidential Information**”). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (c) is disclosed with prior written approval of the disclosing Party; (d) is independently developed by the receiving Party without the use of any Confidential Information; (e) is previously known to the receiving Party on a non-confidential basis; or (f) is required by court order or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party’s efforts to obtain such order or protection.
8. **Force Majeure.** Neither Party shall be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act, or any other event beyond the reasonable control of that Party (an “**Excusable Delay**”). This Agreement may be terminated with written notice by either Party under this Section should the Excusable Delay of the non-performing Party continue for more than 60 days.
9. **Entire Agreement.** This Agreement with any documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the matters set forth herein.
10. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither Party may assign, delegate, transfer, or otherwise convey this Agreement or any of its rights hereunder to any other entity without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be void. Notwithstanding the foregoing, AP may assign, delegate, transfer, or convey this Agreement to (i) a subsidiary or affiliate entity or (ii) to a successor third party who obtains control over AP through sale or merger, so long as that successor third party agrees to assume and perform all of AP’s

duties and obligations under this Agreement. If the successor third party does not agree to assume and perform all of AP's duties and obligations under this Agreement, then the University may terminate the agreement upon 120 days written notice.

**11. Variation.** No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

**12. Survivability.** The following Sections shall survive the expiration and termination of this Agreement: IV-A, IV-B, IV-D, IV-E, IV-F, IV-G, IV-H-2,3,4,5,7

**ACADEMIC PARTNERSHIPS, LLC**

\_\_\_\_\_  
Wes Brazell  
CFO

\_\_\_\_\_  
Date

**TEXAS STATE UNIVERSITY SYSTEM**

Examined and Recommended:

\_\_\_\_\_  
President Kenneth Evans

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor Brian McCall, PhD

\_\_\_\_\_  
Date

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
The Honorable Donna N. Williams  
Chairman of the Board

\_\_\_\_\_  
Date

**ADDENDUM A**  
**ADDENDUM TO SPECIALIZATIONS PROVIDER AGREEMENT**

This Addendum (**Addendum**) dated as of \_\_\_\_\_ is a supplement to that certain Specializations Provider Agreement dated as of August 1, 2014 (**Agreement**) between Academic Partnerships, LLC (**AP**), and Lamar University (**University**) and is fully incorporated therein for all purposes.

**SPECIALIZATION PROGRAMS**

**UNIVERSITY TRADEMARKS**

- 1.
- 2.
- 3.

**ACADEMIC PARTNERSHIPS, LLC**

Signature: \_\_\_\_\_

Name: Wes Brazell

Title: CFO

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

**LAMAR UNIVERSITY**

Signature: \_\_\_\_\_

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

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

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

## **TxSt: Possession and Use Agreements for Texas Department of Transportation**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Texas State University be authorized to grant Possession and Use Agreements in favor of the Texas Department of Transportation across all project parcels required to support the Loop 82 Overpass Project, and that the university's Vice President for Finance and Support Services be authorized to execute and accept all documents and instruments necessary to carry out this transaction. Be it further ordered that such documents and instruments not be executed unless they have been reviewed and approved by the Vice Chancellor and General Counsel.

### **Explanation**

San Marcos has a high number of rail lines relative to its size and only one existing overpass. The proposed Loop 82 Overpass project will provide a second overpass across a rail line that averages over 20 trains per day across the primary arterial roadway access to the Main Campus. The Texas Department of Transportation (TXDoT) and City of San Marcos have finalized design planning and TXDoT has solicited bids (\$17M+) to construct an overpass on FM 82 over the Union Pacific Railroad at Bobcat Stadium with a schedule that includes a construction start early in 2015. The project requires additional right-of-way and easement rights from Texas State.

TXDoT has forwarded initial offers to Texas State for the rights to six individual parcels necessary for the project. Texas State also anticipates receipt of an offer from TXDoT on one additional parcel. Texas State has requested an Administrative Settlement to allow time for a negotiated settlement of outstanding issues. To approve the Administrative Settlement request, TXDoT has requested Possession and Use Agreements (PUA) which will provide TXDoT with access to and control over the parcels allowing the construction project to proceed on its current schedule, and includes compensation payments to Texas State equal to the full appraised value for each parcel. Under the terms of the PUA TXDoT will continue to proceed with acquisition of a real property interest in the property by negotiated settlement or eminent domain action. The compensation paid for the PUA will be applied toward the final settlement.

TXDoT's offers for the six parcels total \$1,864,580. The additional parcel offer is expected to have a value in excess of \$500,000.

Texas State has secured the services of Eckmann Groll, Inc. to provide independent appraisals. The primary expected difference in the appraisal values is the base value of the land (not including the value of improvements or damages). TXDoT's offers are based on appraisals that include a base value of the land of \$6.50/sf. Eckmann Groll, Inc. valuations for the base value of the land are understood to be generally in excess of \$20.00/sf. Higher fee land values may result in lower damage assessments for some improvements, but the net difference is expected to be approximately \$2,000,000.

The Possession and Use Agreement for Transportation Purposes template as attached has been reviewed by the Office of the General Counsel. A separate agreement for each parcel will be prepared.

## POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS  
COUNTY OF HAYS

ROW CSJ:  
Parcel No.:  
Project No.:

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation ("TXDoT"), and Texas State University\_ (the "Texas State,"), Texas State grants to TXDoT, its contractors, agents and all others deemed necessary by TXDoT, an irrevocable right to possession and use of Texas State's property for the purpose of constructing a portion of Highway No. 82 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by TXDoT which is set forth in Paragraph 2 below, the receipt of which is acknowledged, Texas State grants, bargains, sells and conveys to TXDoT the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Possession and Use Agreement will extend to TXDoT, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by TXDoT in the future, and all others deemed necessary by TXDoT for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property. Notwithstanding anything herein to the contrary, Texas State may continue to use the Property until December 14, 2014 and thereafter until TXDoT has provided not less than thirty days' advance written notice to Texas State that TXDoT intends to utilize the Property for the Highway Construction Project within not more than sixty days.
2. In full consideration for this irrevocable grant of possession and use and other Texas State covenants, warranties, and obligations under this Agreement, TXDoT will tender to Texas State the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Grantor agrees that this sum represents adequate and full compensation only for the possession and use of the Property. The parties agree that the sum tendered represents 100 percent of TXDoT's current approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is TXDoT's determination of the just compensation owed to Texas State for the real property interest to be acquired by TXDoT in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Texas State will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State

has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to Texas State by TXDoT, or disbursed to Texas State by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. Texas State warrants and represents that the title to the Property is free and clear of all mortgage or other liens. Texas State further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees, to the extent permitted by applicable law, to indemnify TXDoT from all unreleased or undisclosed liens affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by TXDoT in the Property, for negotiation or eminent domain proceeding purposes, will be the later of such final negotiated settlement or final judgment.
6. This Agreement is made with the understanding that TXDoT will continue to proceed with acquisition of a real property interest in the Property. Texas State reserves all rights of compensation for the title and interest in and to the Property which Texas State holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice Texas State's rights to receive full and just compensation as allowed by law for all of Texas State's interests in and to the Property to be acquired by TXDoT, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Texas State's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. TXDoT's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to Texas State in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice Texas State's rights to any relocation benefits for which Texas State may be eligible.
7. In the event TXDoT institutes or has instituted eminent domain proceedings, TXDoT will not be liable to Texas State for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by TXDoT until entry of judgment.
8. The purpose of this Agreement is to allow TXDoT to proceed with its Highway Construction Project without delay and to allow Texas State to have the use at this time of a percentage of the estimated compensation for TXDoT's acquisition of a real property interest in the Property. Texas State expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right Texas State has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based

upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. Texas State reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of TXDoT to take and use all other minerals and materials thereon, and thereunder.
10. Texas State agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, if any, including prorated taxes, if any, for the year in which TXDoT takes title to the Property. Texas State asserts that the Property is currently exempt from taxes.
11. Notwithstanding the acquisition of right of possession to the Property by TXDoT in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to Texas State pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until TXDoT acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed TXDoT will record this document.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to TXDoT of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR: TEXAS STATE UNIVERSITY:

By: \_\_\_\_\_  
William A. Nance, Vice President  
Finance and Support Services

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

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Right of Way Manager

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

**Acknowledgment**

State of Texas  
County of Hays

This instrument was acknowledged before me on \_\_\_\_\_ by William A. Nance, Vice President for Finance and Support Services, Texas State University, a component of The Texas State University System, on behalf of said university.

\_\_\_\_\_  
Notary Public's Signature

## SHSU: Authorization to Purchase Real Estate

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Sam Houston State University be authorized to acquire the property located at 1627 Sam Houston Avenue for a purchase price of \$225,000, which is currently owned by Strong Properties. LLC, subject to Vice Chancellor and General Counsel review of the contract and related documents.

### Explanation

The property is located in the long term development area of the University as developed in the Campus Master Plan Update approved by the Board of Regents. The building will be renovated to provide a long term location for the Campus Mail Services. Source of funds will be miscellaneous projects fund.

The University has had this property appraised and its appraisal value is \$225,000. The legal description of the property is as follows:

Being all that certain tract or parcel of land lying and being situated in the PLEASANT GRAY LEAGUE, Abstract No. 24 in Huntsville, Walker County, Texas and being partially in Block 31 of the HUNTSVILLE TOWNSITE, said tract being the same 0.161 acres of land described in the deed from Lois Harper to Strong Properties, LLC recorded in Volume 544, Page 571 of the Official Public Records of Walker County, Texas (O.P.R.W.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a chiseled "X" mark set in concrete marking the northwest corner of the this 0.161 acre tract, the southwest corner of the called 0.045 acre A & W Associates, LP tract recorded in Volume 802, Page 849 (O.P.R.W.C.), said "X" mark also being in the west line of said Block No. 31 and the east right-of-way line of Sam Houston Avenue (based on a 75-foot width), from whence a found aluminum cap (Murray and Moorer) marking the northwest corner of the called 0.064 acre Vance Howard tract recorded in Volume 413, Page 281 bears N 02° 37' 37" W at a distance of 51.16 feet for reference, and the City of Huntsville Control Monument No. 6732 bears N 32° 36' 57" E at a distance of 402.27 feet for reference;

THENCE: N 87° 27' 10" E along the north line of the this 0.161 acre tract and the south line of the said 0.045 acre tract for a distance of 70.00 feet to a 4-inch by 4-inch wooden hand rail post marking the northeast corner of this tract and the northwest corner of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints called the 0.046 acre Tract One recorded in Volume 241, Page 105 (O.P.R.W.C.), from whence a found ½-inch iron rod marking the northeast corner of the called 0.014 acre Latter-Day Saints Tract Two (241/105) bears N 87° 27' 10" E at a distance of 26.00 feet for reference;

THENCE: S 02° 37' 37" E along the common line of this 0.161 acre tract and the called 0.046 acre tract, said line being approximately along the west line of a concrete block building for a distance of 100.00 feet to a chiseled "X" mark set in concrete for the southeast corner of this tract, the southwest corner of the called 0.046 acre tract and being in the north right-of-way line of 17<sup>th</sup> Street (based on a 50-foot width), from whence a found chiseled "X" mark marking the southeast corner of the called 0.014 acre tract bears N 87° 27' 10" E at a distance of 26.00 feet for reference;

THENCE: S 87° 27' 10" W along the south line of the said 0.161 acre tract and the north right-of-way line of said 17<sup>th</sup> Street for a distance of 70.00 feet to a chiseled "X" mark set in concrete at the intersection of the before-said east right-of-way line of Sam Houston Avenue;

THENCE: N 02° 37' 37" W along the said east line of Sam Houston Avenue, at 50-feet pass the southwest corner of the before – said Block No. 31, continue for a total distance of 100.00 feet to the POINT OF BEGINNING and containing 0.1607 acres (7,000.0 sq. ft.) of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, no. 5650, on June 6, 2014.

# Summary Appraisal Report



**Strong Properties LLC**  
**1627 Sam Houston Avenue**  
**Huntsville, Walker County, Texas**

For:  
Ms. Michele Thorn  
Sam Houston State University  
Box 2027  
Huntsville, Texas 77341

By:  
**Erwin & Associates**  
*APPRAISAL & CONSULTING*

*(physical)*  
497 Marion Lane  
New Waverly, TX 77358

*(mailing)*  
P.O. Box 561  
Huntsville, TX 77342

**Effective Date of Appraisal**  
**June 25, 2012 (As Is)**

# **ERWIN & ASSOCIATES**

*Real Estate Valuation & Consulting*

936.295.6353 OFFICE ▪ 936.577.8311 CELL

[berrymanerwin@sbcglobal.net](mailto:berrymanerwin@sbcglobal.net)

August 17, 2012

Ms. Michele Thorn  
Sam Houston State University  
Box 2027  
Huntsville, Texas 77341

Reference: **A Single-tenant Retail Property (Strong Properties LLC):** One tract of land containing 0.1607 acre ( $\pm$ 7,000 square feet), improved with a masonry retail building containing a net rentable area of 1,768 square feet. The subject is located at the northeast corner of Sam Houston Avenue and 17th Street, in Huntsville, Walker County, Texas; and has a physical address of 1627 Sam Houston Avenue, Huntsville, Walker County, Texas. (WCAD Map 32)

Dear Ms. Thorn:

At your request, we have completed an appraisal for the purpose of determining the "As Is" Market Value, of the Fee Simple Estate, for the above-referenced property. The effective date of this appraisal for the "As Is" Market Value is June 25, 2012, which is the date of our visit to the subject site.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with FIRREA guidelines and the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

Erwin & Associates is a professional real estate appraisal and consulting firm, providing service to a variety of corporate, institutional, governmental and private clientele. In the past 12 months our firm has completed numerous valuation assignments involving similarly improved properties.

We are not qualified to detect or identify hazardous substances which may, or may not be present on, in, or near this property. The presence of hazardous materials may negatively affect value. We have valued the subject property as though free of hazardous materials. We urge the user of this report to obtain the services of a specialist for the purpose of conducting an environmental audit to ensure that the subject property is free of hazardous materials.

Ms. Michele Thorn  
Sam Houston State University  
August 17, 2012

The value conclusion herein is specifically contingent upon the basic assumptions and limiting conditions listed within the body of this report. The "As Is" Market Value of the Fee Simple Estate for the subject property, as of the effective date of June 25, 2012, is:

**TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS**

**\$225,000**

Attached is our summary appraisal report, which summarizes the investigation and analyses undertaken in arriving at our value conclusion. Should you have any questions, please contact our office.

Respectfully submitted,  
ERWIN & ASSOCIATES



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Berry Erwin  
TX-1335374-G  
State Certified General Real Estate Appraiser

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Client:	Sam Houston State University
Intended User:	Sam Houston State University - Ms. Michele Thorn
WCAD Map	32
Tax ID#:	The tax ID # for the subject tract is 4700-031-0-00100.
Location:	The subject is located at the northeast corner of Sam Houston Avenue and 17th Street. The physical address is 1627 Sam Houston Avenue, Huntsville, Walker County, Texas
Purpose of Appraisal:	To form an opinion of the "As Is" Market Value of the Fee Simple Estate, subject to assumptions and limiting conditions listed herein.
Property Rights Appraised:	Fee Simple Estate.
Land Size:	One rectangular tract of land containing $\pm 0.1607$ acre, or $\pm 7,000$ square feet of land (per WCAD plat).
Improvement Description:	The subject site is improved with a single-tenant, one-story retail building containing an NRA of $\pm 1,768$ square feet (per information provided). The building has brick-veneer and CMU block walls, flat built-up tar/gravel roofing and glass storefront. Site improvements include asphalt parking/drives, security lighting and signage. The improvements are considered to be in average condition as of the effective date of the appraisal.
Effective Date of Appraisal:	June 25, 2012 ("As Is")
Zoning:	Management District
Utilities:	Public Water, Public Sewer
Occupancy:	(0%) currently vacant
Flood Plain:	According to Interflood Flood Map 48471C0360D dated August 16, 2011 and published for Walker County; the site appears to be located in unshaded Zone X, an area determined to be outside the 100-year flood plain. This determination was made by graphic plotting only, and accuracy is not guaranteed. We recommend a surveyor be utilized to determine precise flood plain status.

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

### Highest and Best Use:

As Vacant: Commercial development.  
As Improved: Existing commercial use (retail).

### Market Value Conclusions:

Land Value: N/A  
Cost Approach: N/A  
Sales Comparison Approach: **\$220,000**  
Income Approach: **\$230,000**

**“As Is” Market Value: \$225,000**

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## CERTIFICATION OF APPRAISAL

We certify that, to the best of our knowledge and belief, ...

- (1) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions and conclusions.
- (3) We have no present or prospective interest in the property that is the subject of this analysis, and we have no personal interest with respect to the parties involved.
- (4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (5) Our compensation for completing this assignment is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or use of, this report, or upon developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (6) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with FIRREA guidelines and the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- (7) Berry Erwin has viewed the interior/exterior of the subject property.
- (8) No one provided significant real property appraisal assistance to the persons signing this report.
- (9) This assignment was not based on a requested minimum value, a specific valuation, or the approval of a loan.
- (10) The appraiser has not performed any appraisal-related services over the past three years regarding the subject property.



---

Berry Erwin  
TX-1335374-G  
State Certified General Real Estate Appraiser

## **ASSUMPTIONS AND LIMITING CONDITIONS**

This report is subject to the following assumptions and limiting conditions:

- 1) No survey of the subject property was undertaken and the appraiser(s) assume no responsibility associated with such matters.
- 2) The value assumes responsible ownership and competent management. The subject property is assumed to be free and clear of all liens, except as may be otherwise herein described. No responsibility is assumed by the appraiser(s) for matters legal in character, nor is any opinion on the title rendered, which is assumed to be good and marketable.
- 3) The information contained herein has been gathered from sources deemed to be reliable, but the appraiser(s) assume no responsibility for its accuracy. Correctness of estimates, opinions, dimensions, sketches and other exhibits which have been furnished and have been used in this report are not guaranteed.
- 4) The value rendered herein is based on preliminary analyses of the subject and market area. The market value is expressed in terms of the current purchasing power of the dollar.
- 5) Any leases, agreements or other written or verbal representations and/or communications and information received by the appraiser(s) have been reasonably relied upon in good faith but have not been analyzed for their legal implications. We urge and caution the user of this report to obtain legal counsel of his/her own choice to review the legal and factual matters, and to verify and analyze the underlying facts and merits of any investment decision in a reasonably prudent manner.
- 6) Appraiser(s) assume no responsibility for any hidden agreements known as "side reports", which may or may not exist relative to this property, which have not been made known to us, unless specifically acknowledged within this report.
- 7) This report is to be used in whole, and not in part. Any separate valuation for land and improvements shall not be used in conjunction with any other valuation and is invalid if so used. Possession of this report or any copy thereof does not carry with it the right of publication nor may the same be used for any purpose by anyone but the client without the previous written consent of the appraiser(s), and in any event, only in its entirety.
- 8) The appraiser(s), by reason of this report, are not required to give testimony in court with reference to the property unless notice and proper arrangements have been previously made therefore.

## Assumptions and Limiting Conditions - Continued

- 9) Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without prior written consent and approval of the author.
- 10) No subsoil data or analysis based on engineering core borings or other tests were furnished to us. We have assumed that there are no subsoil defects present that would impair development of the land to its maximum permitted use, or would render it more or less valuable. No responsibility is assumed for engineering which might be required to discover such factors.
- 11) The construction and physical condition of the improvements described herein are based on a site visit. No liability is assumed by the appraiser(s) for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition or adequacy of mechanical equipment, plumbing or electrical components. No responsibility is assumed for engineering which might be required to discover such factors. We urge the user of this report to retain an expert in this field.
- 12) Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated byphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present in or on the property, or other environmental conditions were not called to the attention of the appraiser(s) nor did the appraiser(s) become aware of such during the appraiser(s) visit. The appraiser(s) have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser(s), however, are not qualified to test such substances or conditions. If the presence of such substances as asbestos, urea formaldehyde, foam insulation or other hazardous substance or environmental conditions may affect the value of the property, the value is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto as to cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to detect or discover them. We urge the user of this report to retain an expert in the field of environmental impacts on real estate if so desired.
- 13) The projections of income, expenses, terminal values or future sales prices are not predictions of the future, rather, they are the best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly changing. It is not the task of the appraiser(s) to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future, and upon what assumptions of the future investment decisions are based.

### **Assumptions and Limiting Conditions - Continued**

- 14) The client or user of this report agrees to notify the appraiser(s) of any error, omission or inaccurate data contained in the report within 15 days of receipt, and return the report and all copies thereof to the appraiser(s) for correction prior to any use.
- 15) The acceptance of this report, and its subsequent use by the client or any other party in any manner whatsoever for any purpose, is acknowledgment by the user that the report has been read and understood, and specifically agrees that the data and analyses, to their knowledge, are correct and acceptable.
- 16) This assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- 17) The Americans With Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more requirements of the act. If so, this fact could have a negative impact upon the value of the property. However, since we have no direct evidence relating to the issue of compliance, we did not consider possible noncompliance with requirements of ADA in forming an opinion of the value of the property.

## **ENVIRONMENTAL ASSUMPTIONS**

This report is subject to the following environmental assumptions:

- 1) There is a safe, lead-free, adequate supply of drinking water.
- 2) The subject property is free of soil contamination.
- 3) There is no uncontained friable asbestos or other hazardous asbestos material on the property. The appraiser is not qualified to detect such substances.
- 4) There are no uncontained PCB's on or near the property.
- 5) The radon level is at or below EPA recommended levels.
- 6) Any functioning underground storage tanks (UST's) are not leaking and are properly registered; any abandoned UST's are free from contamination and were properly drained, filled and sealed.
- 7) There are no hazardous waste sites on or near the subject property that negatively affect the value and/or safety of the property.
- 8) There is no significant urea formaldehyde (UFFI) insulation or other urea formaldehyde material on the property.
- 9) There is no flaking or peeling of lead-based paint on the property.
- 10) The property is free of air pollution.
- 11) There are no wetlands/flood plains on the property (unless otherwise stated in the report).
- 12) There are no other miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site (excess noise, radiation, light pollution, magnetic radiation, acid mine drainage, agricultural pollution, waste heat, miscellaneous chemical, infectious medical wastes, pesticides, herbicides, and the like).

## Scope of Work

Scope of Work is defined by the Uniform Standards of Professional Appraisal Practice as “the type and extent of research and analyses in an assignment.” Under the Scope of Work Rule, the appraiser must:

- identify the problem to be solved;
- determine and perform the scope of work necessary to develop credible assignment results; and
- disclose the scope of work in the report.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with FIRREA guidelines and the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, in a manner necessary to produce a credible result.

The problem to be solved is to determine the “As Is” Market Value of the subject property, as of the effective date stated within this report, to assist the client regarding a prospective acquisition of the subject.

This **Summary Appraisal Report** has been prepared under Standards Rule 2-2(b) of an appraisal performed under Standards Rule 1 of USPAP. The value set forth herein was determined after application and analysis by two of the three approaches to value i.e.; the Income Approach and Sales Comparison Approach –Improved Property. No Personal property or moveable equipment was included in the value conclusion.

This appraisal report summarizes all pertinent data, descriptions, and discussions germane to the appraisal of the subject of this report. This appraisal included a visit to the subject of this report and comparables sales and rents, and an analysis of the surrounding neighborhood with recognition of existing and future trends. Empirical information in the Area Data and Neighborhood Data was gathered from reliable sources, including governmental agencies.

Data was gathered based on a review of Walker County deed records, conversations with brokers in the Huntsville area, and the in-house database of Erwin & Associates. ***Texas is a non-disclosure state. Therefore, sales data available is limited to sales confirmed by associated parties.*** All sales information was verified with sources considered to be reliable. We have confirmed the rental rates with the leasing representatives for the rental comparables.

The improved sales search parameters included retail facilities within Walker and Montgomery Counties which occurred since January 2008. The rental comparable parameters included restaurant facilities in the Huntsville area.

The appraiser contacted Mr. Rick Francis (owner), who met Mr. Erwin at the site and accompanied him for the duration of the site visit. The appraiser viewed the interior and exterior of the improvements.

Berry Erwin is the author of this report, and has visited the site and viewed the interior/exterior of the subject property.

The owner provided the following information for the subject property:

- Most recent rental information

No items of deferred maintenance were noted that would not be attributed to normal wear/tear.

A copy of this report and the data included herein have been retained in our files.

### **Competency of the Appraisers**

Berry Erwin is a Certified General Real Estate Appraiser according to the Texas Appraiser Licensing Certification Board and has appraised numerous properties similar to the subject.

Attention is invited to the qualifications of Mr. Erwin, which are presented in the addenda of this report.

### **Intended Use and Users**

Client (Ms. Michele Thorn of Sam Houston State University) represents that she intend(s) to use the appraisal report for decisions regarding a prospective acquisition of the subject property and for no other purpose. Client also represents that the report will be used only by Ms. Michele Thorn and/or representatives of Sam Houston State University for the purposes set forth above.

### **Type and Definition of Value**

The type of value necessary to produce a credible result in this assignment is market value, whereby the value is to be the most probable price in terms of cash.

**Market Value** is defined by the Office of the Comptroller of the Currency (12 CFR Part 34) as follows:

*Market value* means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### **Exposure Time/Marketing Time**

Assuming adequate exposure and normal marketing efforts; the estimated marketing time (i.e. the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is estimated to be within twelve months.

## **Market Rent**

Market Rent is defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 176 as:

"The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction."

## **Date of the Appraisal Report**

The preparation of this appraisal report was completed on August 17, 2012.

## **Effective Date of the Appraisal**

The descriptions, analyses, and conclusions of this report for the subject property are applicable as of June 25, 2012, which is the date of our visit to the subject site.

## **Assignment Conditions**

Assignment conditions include assumptions that affect the scope of work, other than those previously discussed in the "Assumptions and Limiting Conditions." *For the intended use of this assignment, there are no additional assignment conditions.*

## **Fee Simple Estate**

This bundle of ownership rights refer to the "absolute ownership unencumbered by any other interest or estate subject only to the four powers of government."

## **Leased Fee Estate**

The Leased Fee interest refers to "an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lessor or the leased fee owner and leased fee are specified by contract terms contained within the lease."

## **Property Rights Appraised**

The property rights appraised in this assignment are the Fee Simple Estate of the subject property. If property rights differ from the above definitions, the value may be affected.

**Assets Appraised**

The assets appraised in this appraisal assignment include land, building, and ancillary site improvements. No moveable equipment or personal property was included in the valuation process.

**Environmental Conditions**

No Environmental Site Assessment was provided by the client. Because we have no evidence to the contrary, we have assumed that the property is free of any material which would adversely affect the value, including, but not limited to, asbestos and toxic waste. Our value conclusions are subject to revision should these assumptions prove incorrect.

**History of Subject Property**

Based upon research of the Walker County deed records, the subject property is currently owned by Strong Properties LLC, which has owned the property in excess of three years. The subject property is not currently listed on the open market and there are no known sales contracts. The appraiser is not aware of any other arm's-length sales activity involving the subject property over the past three years.

**Legal Description**

A survey plat was not provided the appraiser for review. As such, a legal description was obtained from the Walker County Appraisal District online records and can be found in the addenda section of this report.

## HUNTSVILLE AREA DATA

### Location

The city of Huntsville is located in Walker County, approximately 70 miles north of the city of Houston, and 170 miles south of the Dallas/Fort Worth Metroplex, in east Texas.

### Population

Huntsville is the hub of Walker County with a current population of 37,747, up from 35,078 in 2000. The following chart depicts the population and growth.

Population Estimates By Year				
	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>
City of Huntsville	23,936	27,925	35,078	37,747
Walker County	41,789	50,917	61,758	65,600

### Government/Police

Huntsville has a council-manager form of city government, with a mayor, seven city council members, and a city manager. Huntsville also serves as the county seat of Walker County. The police force consists of approximately 45 employees, of which 38 are sworn peace officers.

### Education

The Huntsville Independent School District provides educational opportunities at all levels, with total enrollment as of October 2011 consisting of 6,154 students. In addition, Sam Houston State University is located in the city and boasts a student body of ±16,500 for the spring 2011 semester.

### Major Thoroughfares

The major thoroughfare in the area is Interstate 45, a major interstate highway which connects Houston to Dallas, and traverses the neighborhood in a north/south direction. In Huntsville, Sam Houston Avenue (U. S. Highway 75) parallels Interstate Highway 45 and provides a secondary north/south thoroughfare. A major east/west carrier includes Highway 30 (11th Street). Other major thoroughfares include State Highway 19 (Loop 405, U.S. Highway 190 and State Highway 30).

### Characteristics

In years past, both Huntsville and Walker County have been predominantly economically dependent upon the timber and agricultural industries. The area is also bolstered by the presence of the state prison system and Sam Houston State University. During the period from 1980 to 1985, and to a lesser degree since that time, Huntsville experienced considerable speculation and development due to the growth northward along the Interstate Highway 45 corridor. Lake Livingston, a major recreational lake and reservoir, developed from the damming of the Trinity River, is located east of the city. The primary function of the lake is to provide a water supply and conservation reservoir. The lake can be depended upon to yield millions of gallons of water per day in times of critical drought. Development in Huntsville slowed considerably after a boom in the early and mid-1980's, as it did in virtually all portions of the East Texas area. This was a result of the sluggish economic

conditions which impacted the area during this period. Overall, property values generally declined from the levels of the early 1980's, in response to decreasing rental rates and occupancy levels, while foreclosure rates became more active in the late 1980's and early 1990's. The market rebounded in the late 1990's and has just recently showed signs of slowing. Development along the Interstate 45 corridor is primarily commercial in nature, and includes retail development such as restaurants, national-chain retail outlets, automobile dealerships, service stations, convenience stores, motels, and special purpose properties. Currently, the market appears to be holding steady, somewhat mirroring the Houston economy. Investors are cautiously observing the market and property values appear to be stable.

**Employment**

The labor force in the county is ±27,865, according to the Texas Workforce Commission. As of April 2012, the Walker County area reflected an unemployment rate of 6.3%, or approximately 1,762 people. This figure is down from the 2011 level of 6.5%.

The table on the below lists the major employers in the Walker County area.

<b>Employer</b>	<b>Product/Services</b>	<b>Employees</b>
Texas Dept. of Criminal Justice	State Prison	6,744
Sam Houston State University	Education	2,458
Huntsville ISD	Education	974
Huntsville Memorial Hospital	Medical	540
City of Huntsville	Municipality	327
Walker County	Government	365
Wal-Mart	Retail	517
Educational Service Center	Education	389
Gulf Coast Trade Center	Educational	200
Weatherford	Oil Drilling Equipment	210
Gardner Glass	Glass Products	71

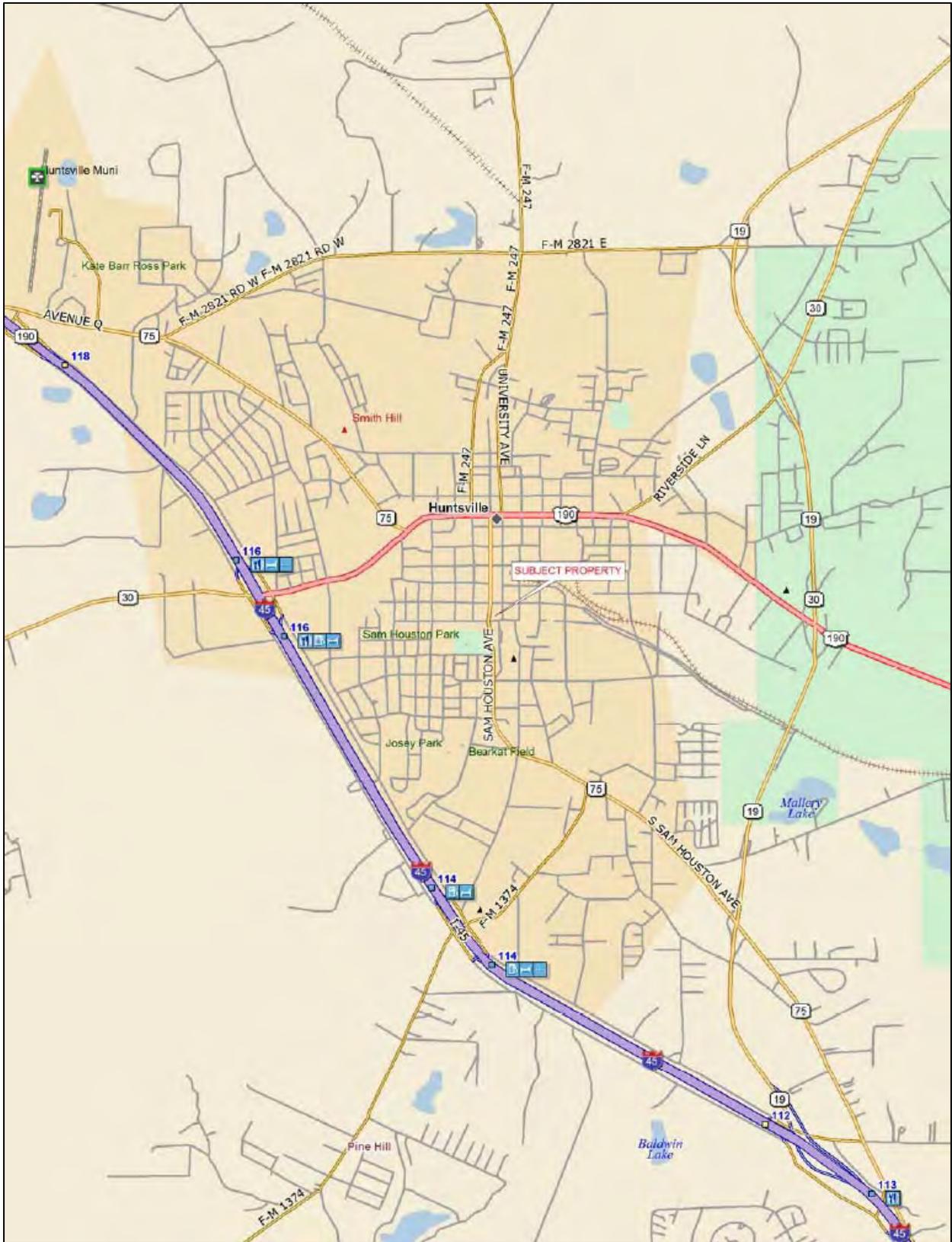
**Recreation**

Recreation opportunities for residents of Walker County consist of the reservoirs of Lake Livingston, Lake Conroe, as well as Huntsville State Park. Huntsville State Park is located just south of Huntsville and was constructed in the 1930's by the Civilian Conservation Corps. It consists of 2,038 acres and offers camping, fishing on a 210 acre lake, hiking, swimming, biking, and wildlife

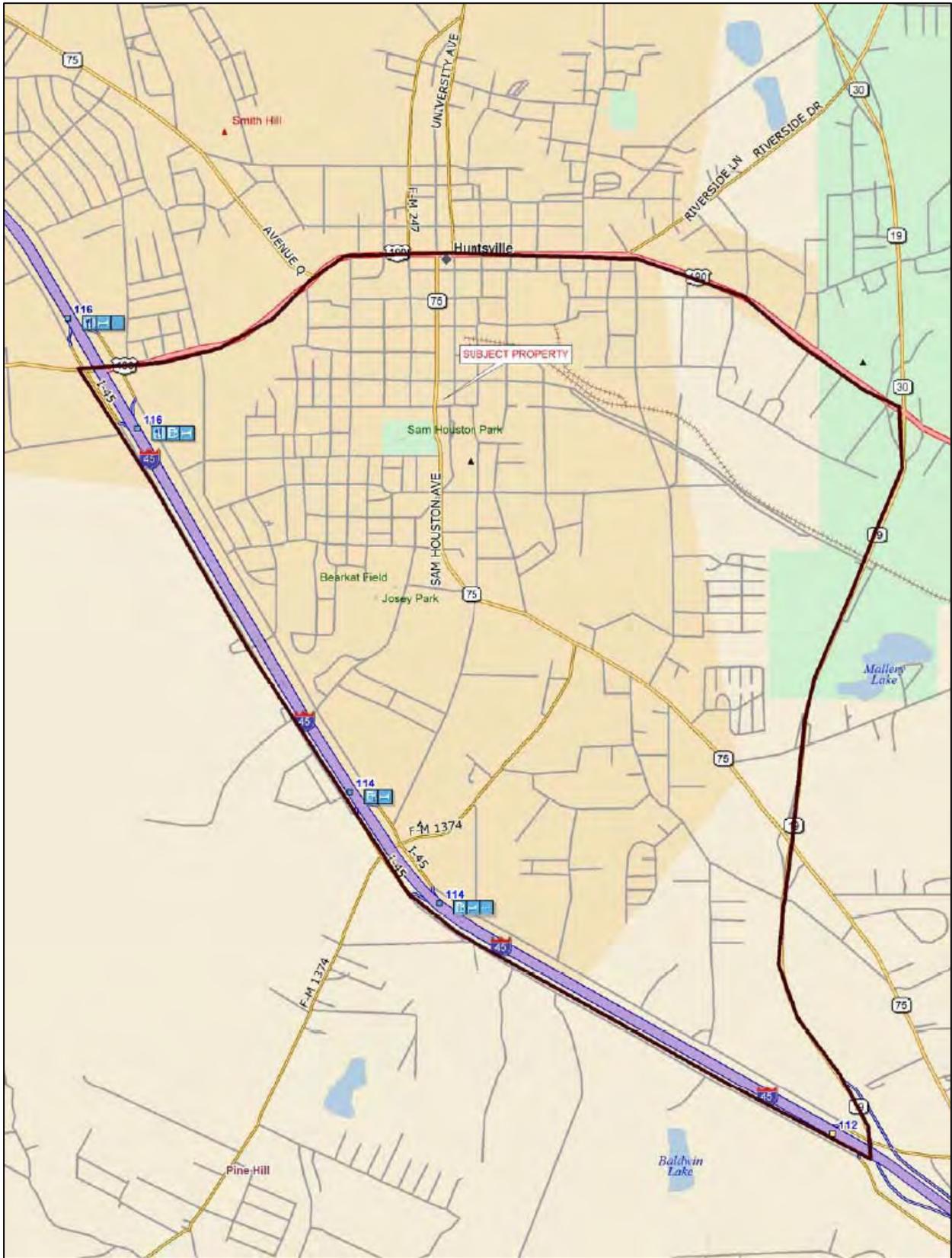
observation. Huntsville State Park is located in the Sam Houston National Forest.

### **Conclusion**

The Huntsville area experienced strong growth during the early 1980's, as did most of the East Texas area. The downturn in the energy business, which negatively affected most of southeast Texas and nearby Houston, also adversely affected growth in the Huntsville area in the 1980's. However, with its large government-oriented employment base, the area has been able to withstand the downturn, and as a whole, has recovered as indicated by improving occupancy levels and increasing rental rates, and new construction. The subject area is considered to have good access to major employment areas, as well as educational, recreational, and shopping facilities. The recent economic slowdown has not inhibited development along the Interstate 45 corridor, as retail construction continues. However, investors will no doubt take a cautious look toward the future as the Houston area economy hangs in the balance. Overall, the area is considered to have a positive influence on the subject property.



**AREA MAP**



**NEIGHBORHOOD MAP**

## NEIGHBORHOOD DATA

### **Definition:**

A neighborhood is defined in The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 193, by the Appraisal Institute as:

"A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."

A neighborhood can be a portion of a larger community, or an entire community in which there is a homogeneous group of inhabitants, buildings, and business enterprises in which inhabitants have a more than casual community interest and a similarity of economic levels or cultural backgrounds. Neighborhood boundaries may consist of well-defined natural or man made barriers or they may be more or less well defined such as by distinct change in land uses.

Neighborhoods may be devoted to such uses as residential, commercial, industrial, agricultural, cultural and civic activities, or a mixture of uses. Analysis of the neighborhood in which a particular property is located is important due to the fact that the various economic, social, political, and physical forces which affect that neighborhood also directly include the individual properties within it. An analysis of the various factors as they affect the value of the subject property is presented in the following discussion.

### **Subject Neighborhood Defined**

The subject's neighborhood is situated in the central portion of Walker County, Texas. For the purposes of this analysis, the subject's neighborhood is defined as being proximate to downtown Huntsville; and loosely bound by 11<sup>th</sup> Street (U.S. Highway 190) to the north, State Highway 19 to the east, and Interstate 45 to the west and south. These boundaries have been defined because the properties within them tend to exhibit similar characteristics, physical features, price desirability, and they are affected by similar physical, economic, governmental and social forces.

### **Accessibility**

The subject neighborhood is centrally located in Huntsville, and is accessed from downtown by proceeding in any direction along 11<sup>th</sup> Street or Sam Houston Avenue. The subject's neighborhood is well-located within Walker County's transportation infrastructure.

### **Streets**

Major north-south arteries include: Interstate 45, State Highway 19, Sam Houston Avenue, and Sycamore Avenue.

Major east-west arteries include: 11<sup>th</sup> Street, Montgomery Road, Bearkat Boulevard and Bowers Boulevard.

### **Development and Land Use Patterns**

The neighborhood is a viable, heterogeneous area in the central portion of Walker County that is currently experiencing stability. Neighborhood home prices range from \$40,000 upward to in excess of \$300,000, with most homes in the immediate area ranging from \$40,000 to \$120,000. Land uses in the neighborhood consist primarily of retail properties, multi-family complexes, older single-family residences and Sam Houston State University-related properties. Commercial development in the area is primarily concentrated along primary thoroughfares, but is sporadically located along some secondary streets.

### **Utilities and Services**

Police and fire protection are provided by the City of Huntsville and Walker County. Water/sewer is provided by the City of Huntsville. Electricity is provided by Entergy, natural gas through Centerpoint, and telephone service by or through AT&T Communications. The neighborhood is served by the Huntsville Independent School District, with schools for each level located throughout Huntsville.

### **Trends**

The subject neighborhood is considered to be mature in nature and has recorded increasing property values over the past few years. The area has noted some increase in commercial activity. Total employment, area population and business relocations/start-ups have all reported increases in most recent years. Even with the softening economy, it appears as though residential and commercial properties are experiencing stable demand.

Given the characteristics of the subject's neighborhood (including its development composition, adequate recreational, educational, and cultural facilities, and access to major transportation routes), the outlook for the area is stable.

### **Summary**

In conclusion, the neighborhood is well located with good accessibility to area developments, major thoroughfares, and surrounding communities. The overall land area is approximately 90% built up, allowing limited opportunity for future growth. Adequately maintained commercial properties should maintain stabilized occupancies even with the slowing economy, although investors will likely take a cautious approach regarding new development. The subject neighborhood is considered to have a stable and positive influence on the subject property being appraised.

## **SITE DATA**

The following description of the subject's characteristics is based on a review of the WCAD plat map and our physical site visit. Please refer to copies of the plat map, and photographs for a visual perspective of the subject's physical characteristics.

### **Location**

The subject site is located at the northeast corner of Sam Houston Avenue and 17th Street. The subject has an assigned physical address of 1627 Sam Houston Avenue, and is located in Huntsville, Walker County, Texas.

### **Physical Attributes**

The subject site consists of one rectangular tract of land containing  $\pm 0.1607$  acre, or  $\pm 7,000$  square feet of land area. The subject site has  $\pm 100$  feet of frontage along the east line of Sam Houston Avenue, and  $\pm 70$  feet of frontage along the north line of 17<sup>th</sup> Street, producing a frontage to acreage ratio (FAR) of  $\pm 1,058:1$ , which is considered excellent for a tract of this size and use.

### **Streets**

At the subject site, Sam Houston Avenue is a two-way, asphalt-paved, four-lane primary roadway with curb/gutter drainage. The subject has ingress/egress along the entire frontage with Sam Houston Avenue. 17<sup>th</sup> Street is a one-way, two-lane, asphalt-paved secondary roadway with curb/gutter drainage.

### **Accessibility**

The subject property is accessible from downtown Huntsville by proceeding south on Sam Houston Avenue approximately six blocks to the subject property on the left, at the corner of 17<sup>th</sup> Street. Accessibility and visibility are considered good.

### **Topography**

The topography of the site is generally level and is at street grade along Sam Houston Avenue, but is below grade along 17<sup>th</sup> Street. Based on our visit, the site appears to have adequate slope and drainage to remove ground water.

### **Zoning and Restrictions**

The City of Huntsville loosely utilizes zoning to regulate development. The subject site is zoned Management District, whereby virtually all uses are allowed. We were not provided with a copy of any applicable deed restrictions for the subject property. Our value conclusions are subject to revision should any deed restrictions be present that are deemed detrimental to the subject property.

### **Utilities**

Water and sewer are provided by the City of Huntsville. Electricity is through various providers, including Entergy, and local telephone service is provided by or through AT&T. Natural gas is available to the subject property through Centerpoint Energy.

**Surrounding Development**

Properties surrounding the subject consist of retail to the north, and Sam Houston State University-related properties in all other directions.

**Easements/Encroachments**

Based on our site visit and review of available maps, no easements or encroachments were noted which would be *detrimental* to development of the subject site.

**Soil and Sub-soil Conditions**

No soil engineer's report was available to us and no recent soil tests are known to have been performed. We have assumed a stable soil condition that would ensure the structural integrity of any improvement which may be constructed. Our value conclusions are subject to revision should these assumptions prove incorrect. We caution and advise the user of this report to obtain engineering studies which may be required to ascertain any structural integrity.

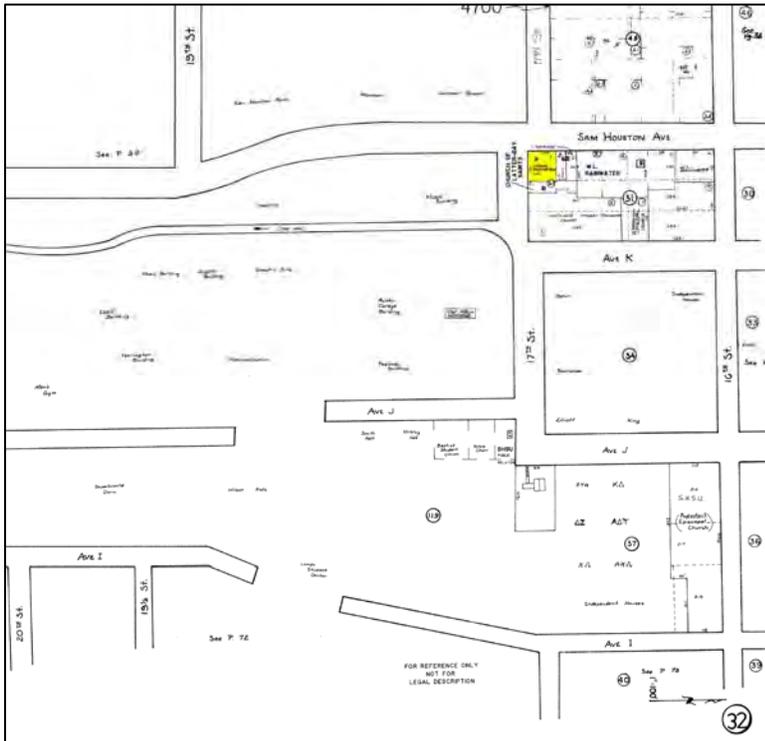
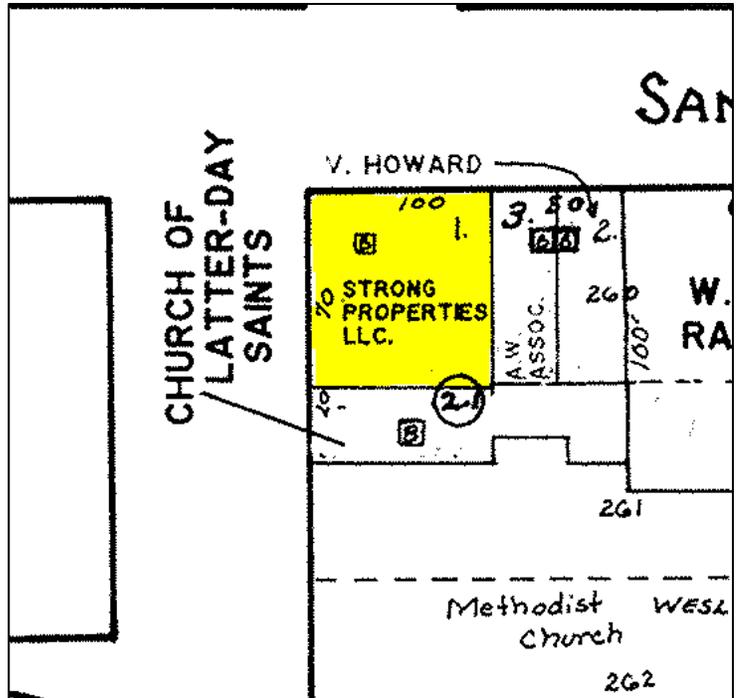
**Environmental Conditions**

No Environment Site Assessment was provided to the appraisers for review. Because we have no evidence to the contrary, we have assumed that the property is free of any material which would adversely affect the value, including, but not limited to, asbestos and toxic waste. Our value conclusions are subject to revision should these assumptions prove incorrect.

**Flood Zone**

According to Interflood Flood Map 48471C0360D dated August 16, 2011 and published for Walker County; the site appears to be located in unshaded Zone X, an area determined to be outside the 100-year flood plain. This determination is made by graphic plotting only and is not guaranteed. We recommend a surveyor be utilized to determine precise flood plain status.

SUBJECT SITE



WCAD MAP  
PAGE 32

## IMPROVEMENT DESCRIPTION

The subject site is improved with a one-story, single-tenant retail building containing a net rentable area of 1,768 square feet. Other site improvements include asphalt parking, security lighting and signage.

The subject property is currently vacant, but was most recently leased to a Shipley's Donuts franchise.

The overall functional utility of the subject property is considered average for the area. The functional utility of the improvements is considered adequate. The following construction description applies to the subject improvements.

<b>Building Area:</b>	One-story masonry (brick & CMU block) building containing $\pm 1,768$ square feet of NRA.
<b>Year Built:</b>	The building was originally built circa 1975, and has been operated as retail space since construction.
<b>Land:</b>	One rectangular tract of land containing $\pm 0.1607$ acre ( $\pm 7,000$ square feet) of land area.
<b>Land/Bldg ratio:</b>	$\pm 3.96.1$ (based on NRA)
<b>Foundation:</b>	Poured reinforced concrete slab
<b>Exterior Walls:</b>	Brick veneer & CMU block
<b>Roofing:</b>	Flat built-up tar/gravel with corrugated-metal mansard
<b>Interior Finish:</b>	Interior build-out includes three restrooms (men's, women's & handicap), suspended acoustic ceiling tiles, tile flooring, fire-resistant wall panels and fluorescent lighting.
<b>Heating/Cooling:</b>	Roof-mounted HVAC units.
<b>Parking:</b>	Sufficient parking is supplied via $\pm 5,000$ square feet of asphalt parking.
<b>Plumbing:</b>	Assumed adequate to meet code.
<b>Electrical:</b>	Assumed adequate to meet code.
<b>Site Improvements:</b>	The property has security lighting and signage.

**Comments**

According to the owner, the property was renovated prior to the last tenant occupancy. There is a 66 square foot walk-in cooler in the rear of the building, in addition to commercial grade kitchen equipment. To the best of our knowledge, there are no actual or suspected code violations and/or health and safety issues. The use of the subject property conforms well with the design and utility of the improvements. The overall appeal of the subject property is average when compared to the competing properties in the neighborhood and is considered to have average quality interior build-out. The subject improvements are in average condition with no items of deferred maintenance. We have estimated the subject property to have a useful life of 45 years and an overall effective age of 20 years.



**AERIAL PHOTO**



**SUBJECT PROPERTY**



**SUBJECT PROPERTY**



**SUBJECT PROPERTY**



**SUBJECT PROPERTY**



**SUBJECT PROPERTY**



**SUBJECT PARKING**



**DINING AREA**



**COUNTER AREA**



**FOOD PREPARATION AREA**



**FOOD PREPARATION AREA**



**INTERIOR HALLWAY**



**ONE OF THREE RESTROOMS**



**WALKIN COOLER**



**WALKIN COOLER**



**NORTH VIEW ALONG SAM HOUSTON AVENUE**



**SOUTH VIEW ALONG SAM HOUSTON AVENUE**



**EAST VIEW ALONG 17<sup>TH</sup> STREET**



**WEST VIEW ALONG 17<sup>TH</sup> STREET**

## REAL ESTATE TAXES

The Walker County Appraisal District maintains the following account number for the subject: 4700-031-0-00100. The 2012 land and improvement assessments are applied to the 2012 tax rates resulting in the estimated 2012 tax liability shown below.

<b><u>2012 Assessed Property Value</u></b>		
Land		\$35,000
Improvements		\$73,430
Total		\$108,430
<b><u>Taxing Jurisdiction</u></b>		
	<b><u>Tax Rate/\$100</u></b>	<b><u>Tax Liability</u></b>
Huntsville ISD	\$1.2100	\$1,312.00
Walker County	\$0.5536	\$600.27
Walker County Hospital	\$0.1568	\$170.02
City of Huntsville	<u>\$0.3915</u>	<u>\$424.50</u>
Total	\$2.3119	\$2,506.79

Based upon the above assessed value and tax rates, the projected ad valorem tax liability for the subject property is approximately \$2,506.79. This value will be used for the purposes of estimating expense in the income proforma found in the Income Approach section of this report.

We have not verified if there are any delinquent taxes affecting the subject property. The existence of such delinquent taxes could affect proceeds from any sale of the property.

## HIGHEST AND BEST USE

The highest and best use may be defined as the most profitable or likely profitable legal use for which a property may be utilized. The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand in the reasonably near future.

However, elements affecting value which depend upon events, or a combination of occurrences which, while within the realm of possibility, are not fairly shown to be reasonably probable, should be excluded from consideration. Also, if the intended use is dependent on an uncertain act of another person, the intention cannot be considered.

It may be further defined as that use of land which may reasonably be expected to produce the greatest net return to land over a given period of time - that use which will yield to the land the highest present value. This is sometimes referred to as the optimum use.

Also that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, is found to be:

- a. Physically Possible
- b. Legally Permissible
- c. Financially Feasible
- d. Maximally Productive

The definition, immediately above, applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e. that the use determined from analysis represents an opinion, not a fact to be found.

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of the most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

Also Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of the land may be for parks, greenbelt, preservation, conservation, wildlife habitats and the like."

There are two distinct types of highest and best use, that being the highest and best use as if the site were vacant, and the highest and best use as improved. Both use determinations require consideration of the physical, legal, financial feasibility and maximal productivity for the site and improvements.

### **Highest and Best Use Analysis – “As Vacant”**

#### **Physically Possible**

Considering the subject's physical characteristics including location, size, shape, and availability of utilities, numerous small-scale commercial or residential uses are physically possible.

#### **Legally Permissible**

The City of Huntsville loosely utilizes zoning to regulate development. The subject location is zoned “Management District”, which allows for virtually all uses. We were not provided with a copy of any applicable deed restrictions for the subject property. Our value conclusions are subject to revision should any deed restrictions be present that are deemed detrimental to the subject property. As such, Legally Permissible uses would encompass a variety of small-scale commercial or residential uses.

#### **Financial Feasibility and Maximal Productivity**

In order to be economically feasible, the improvements should conform to the surrounding land uses. To meet the test of being financially feasible, the project must provide a net return over a reasonable period of time. The locational and physical characteristics of this tract are suitable for small-scale commercial development (likely retail). An analysis of existing rent levels and competition reveals development of the site is feasible for *speculative* commercial development.

Maximally productive use would comprise numerous small-scale commercial uses, given the subject site's high traffic/exposure location. The site has adequate exposure and access for such use. An analysis of existing rent levels reveals development of the site is feasible for *some speculative* commercial uses such as retail development. Small-scale commercial use (likely retail) is physically possible and legally permissible and would be the most maximally productive use given the characteristics of the subject site “as vacant.”

#### **Conclusion – “As Vacant”**

Commercial utilization of the subject site is physically possible and legally permissible. Considering the access due to the subject's corner location, the Highest and Best Use for the subject site is for future small-scale commercial (likely retail) use.

**Highest and Best Use Analysis – “As Improved”**

The subject site is improved with a single-tenant retail building containing a total net rentable area of ±1,768 square feet. We have indicated that this structure is **Physically Possible** and is an allowable use and **Legally Permissible**.

**Financially Feasible and Maximally Productive**

The improvements are in average condition, contribute value to the site, and are functionally adequate for their intended use. As such, and in the absence of any higher use, the existing commercial use is considered the highest productive use at this time.

**Highest and Best Use Conclusion: - “As Improved”**

In consideration of all of the above, and no other apparent higher use for the site in the near future, it is our opinion that the Highest and Best Use for the subject property is its existing commercial use.

## **COST APPROACH**

The Cost Approach is the process of estimating the current cost (new) of reproducing or replacing a property's improvements, subtracting depreciation from all sources and adding the value of the land to arrive at a value for the property as a whole.

Due to the age of the improvements, it would be extremely difficult to precisely calculate all forms of depreciation present. Considering the physical characteristics of the subject, we have concluded the Cost Approach is not a reliable method of determining market value for the subject, and did not utilize this approach in our appraisal report. Although the Cost Approach is an applicable approach to value, it is not considered a necessary approach in developing a credible opinion of value for the subject. It is also noted that due to these conditions, investors in the current market are not typically utilizing the Cost Approach as a method of analysis for older properties such as the subject.

As we are not utilizing a cost analysis, we will also not analyze the value of the land as vacant.

## **SALES COMPARISON APPROACH - IMPROVED PROPERTIES**

### **General**

In this approach to value, the value is predicated upon prices paid in actual market transactions. The methodology involved is a process of analyzing similarly improved properties and comparing them to the subject. In some instances a comparison analysis is utilized, with adjustments being made for differences in financing, location and physical characteristics. Based on research and discussions with investors in this market typically rely heavily on the following common denominator:

Sales Price Per Square Foot - This denominator is obtained by dividing the sale price by the net rentable area of the facility.

Walker County Deed Records were searched for recent sales of similarly improved facilities. Due to limited market data, two restaurant sales were included from the Montgomery County market. Owners, property managers and other professionals active in the area were consulted as to their knowledge of current trends and conditions that prevail within this market. Due to limited market data, only three comparable sales were available from the Huntsville market. As such, two sales of restaurant facilities were included from the neighboring Montgomery County market. The sales transactions considered most comparable to the subject are detailed on the following pages. Proforma expenses include reserves for replacement, but do not include leasing commissions and tenant finish.

**IMPROVED SALE ONE**

**Address:** 1938 Sam Houston Avenue, Huntsville  
**Grantor:** Miklaur Group LLC  
**Grantee:** Maalouf Properties LLC  
**Sale Price:** \$525,000  
**Recording Data:** Volume 1020, Page 680, Deed 2940, Walker Co. Deed Records  
**Date of Sale:** 4/18/12  
**Terms:** cash to seller  
**Acreage:** 0.35  
**Year Built:** 1985  
**Net Rentable Area (SF):** 4,135  
**Gross Building Area (SF):** 4,135  
**Land to Building Ratio:** 3.73

	<u>Stabilized</u>	<u>PSF</u>
<b>Potential Rental Income:</b>	\$62,025	\$15.00
<b>Other Income:</b>	<u>\$0</u>	<u>\$0.00</u>
<b>Potential Gross Income:</b>	\$62,025	\$9.00
<b>Stabilized Occupancy:</b>	<u>92%</u>	
<b>Effective Gross Income:</b>	\$57,063	\$8.10
<b>Estimated Expenses:</b>	\$5,582	\$1.35
<b>Net Operating Income:</b>	\$51,481	\$7.05

**Sales Price PSF:** \$126.96  
**EGIM:** 10.22  
**Overall Rate (Ro):** 9.81%  
**Expense Ratio:** 10.84%

**Comments:**

This restaurant facility is located south of the subject, and also proximate to Sam Houston State University. The original sales price was reportedly \$550,000, with the seller paying \$25,000 in closing cost, resulting in an effective sales price of \$525,000.



**IMPROVED SALE ONE**

**IMPROVED SALE TWO**

**Address:** 1229 Josey Street, Huntsville  
**Grantor:** Kerry G. Murray  
**Grantee:** Josey Street Investments LLC  
**Sale Price:** \$567,000  
**Recording Data:** Volume 1014, Page 366, Deed 1676, Walker Co. Deed Records  
**Date of Sale:** 4/18/12  
**Terms:** cash to seller  
**Acreage:** 0.76  
**Year Built:** 1973-2002  
**Net Rentable Area (SF):** 3,407  
**Gross Building Area (SF):** 3,407  
**Land to Building Ratio:** 9.67

	<u>Stabilized</u>	<u>PSF</u>
<b>Potential Rental Income:</b>	\$47,698	\$14.00
<b>Other Income:</b>	\$0	\$0.00
<b>Potential Gross Income:</b>	\$47,698	\$14.00
<b>Stabilized Occupancy:</b>	95%	
<b>Effective Gross Income:</b>	\$45,313	\$13.30
<b>Estimated Expenses:</b>	\$4,546	\$1.33
<b>Net Operating Income:</b>	\$40,767	\$11.97

**Sales Price PSF:** \$166.42  
**EGIM:** 12.51  
**Overall Rate (Ro):** 7.19%  
**Expense Ratio:** 10.03%

**Comments:**

This property is located south of the subject, and also proximate to the Sam Houston State University Campus. Operated as a bar/grill, this location is one of the highest traffic/exposure locations in Huntsville.



**IMPROVED SALE TWO**

**IMPROVED SALE THREE**

**Address:** 154 Interstate 45, Huntsville  
**Grantor:** Imperial Gardens Inc.  
**Grantee:** James E. Baine & Casey G. Collum  
**Sale Price:** \$500,000  
**Recording Data:** Volume 986, Page 657, Deed 4485, Walker Co. Deed Records  
**Date of Sale:** 7/11/11  
**Terms:** cash to seller  
**Acreage:** 1.47  
**Year Built:** 1970-1999  
**Net Rentable Area (SF):** 5,736  
**Gross Building Area (SF):** 5,736  
**Land to Building Ratio:** 11.16

	<u>Stabilized</u>	<u>PSF</u>
<b>Potential Rental Income:</b>	\$75,715	\$13.20
<b>Other Income:</b>	<u>\$0</u>	<u>\$0.00</u>
<b>Potential Gross Income:</b>	\$75,715	\$10.20
<b>Stabilized Occupancy:</b>	<u>90%</u>	
<b>Effective Gross Income:</b>	\$68,144	\$9.18
<b>Estimated Expenses:</b>	<u>\$7,144</u>	\$1.25
<b>Net Operating Income:</b>	\$61,000	\$7.68

**Sales Price PSF:** \$87.17  
**EGIM:** 7.34  
**Overall Rate (Ro):** 12.20%  
**Expense Ratio:** 11.71%

**Comments:**

This fee-standing retail building is located west of the subject and along the Interstate 45 North frontage road. It was most recently operated as a restaurant, and was just recently leased to a new restaurant entering the Huntsville market. Income and expense information were provided.



### **IMPROVED SALE THREE**

**IMPROVED SALE FOUR**

**Address:** 5140 SH 105 West, Conroe  
**Grantor:** Mesquite Foods of Texas LLC  
**Grantee:** Hyden's Restaurants Inc.  
**Sale Price:** \$925,000  
**Recording Data:** #2010092883, Montgomery County Deed Records  
**Date of Sale:** 10/14/10  
**Terms:** Cash to Seller  
**Acreage:** 1.09  
**Year Built:** 2001  
**Net Rentable Area (SF):** 4,920  
**Gross Building Area (SF):** 4,920  
**Land to Building Ratio:** 9.62

	<u>Stabilized</u>	<u>PSF</u>
<b>Potential Rental Income:</b>	\$108,240	\$22.00
<b>Other Income:</b>	<u>\$0</u>	<u>\$0.00</u>
<b>Potential Gross Income:</b>	\$108,240	\$12.00
<b>Stabilized Occupancy:</b>	<u>92%</u>	
<b>Effective Gross Income:</b>	\$99,581	\$20.24
<b>Estimated Expenses:</b>	<u>\$9,208</u>	\$1.87
<b>Net Operating Income:</b>	\$90,373	\$18.37

**Sales Price PSF:** \$188.01  
**EGIM:** 9.29  
**Overall Rate (Ro):** 10.10%  
**Expense Ratio:** 10.19%

**Comments:**

This retail property is located along State Highway 105 West, in Conroe, and proximate to Lake Conroe. Income and expense information were market derived.

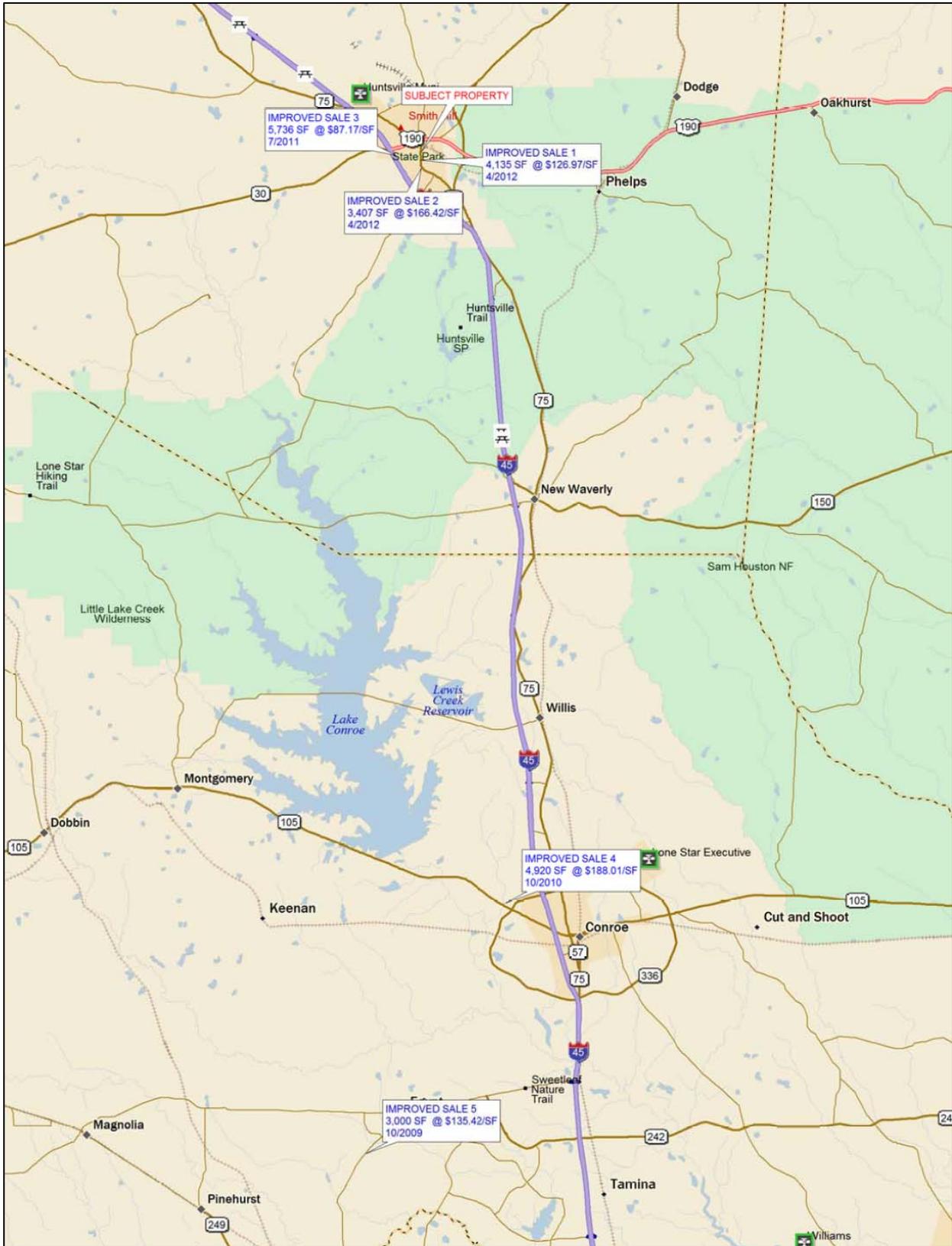


**IMPROVED SALE FOUR**

<b>IMPROVED SALE FIVE</b>			
<b>Address:</b>	31007 FM 2978, Magnolia		
<b>Grantor:</b>	ATL Holdings LLC		
<b>Grantee:</b>	Northside IA Investment LLC		
<b>Sale Price:</b>	\$406,260		
<b>Recording Data:</b>	Volume 842.11, Page 1004, Montgomery Co. Deed Records		
<b>Date of Sale:</b>	10/30/09		
<b>Terms:</b>	Cash to Seller		
<b>Acreage:</b>	2.24		
<b>Year Built:</b>	1987		
<b>Net Rentable Area (SF):</b>	3,000		
<b>Gross Building Area (SF):</b>	3,000		
<b>Land to Building Ratio:</b>	32.52		
		<b><u>Stabilized</u></b>	<b><u>PSF</u></b>
<b>Potential Rental Income:</b>		\$54,000	\$18.00
<b>Other Income:</b>		<u>\$0</u>	<u>\$0.00</u>
<b>Potential Gross Income:</b>		\$54,000	\$18.00
<b>Stabilized Occupancy:</b>		<u>90%</u>	
<b>Effective Gross Income:</b>		\$48,600	\$16.20
<b>Estimated Expenses:</b>		<u>\$7,568</u>	\$2.52
<b>Net Operating Income:</b>		\$41,032	\$13.68
<b>Sales Price PSF:</b>	\$135.42		
<b>EGIM:</b>	8.36		
<b>Overall Rate (Ro):</b>	10.10%		
<b>Expense Ratio:</b>	15.57%		
<b>Comments:</b>			
	This retail property is located along FM 2978, in the east Magnolia market, and was most recently operated as a restaurant. Income and expense information were market derived.		



**IMPROVED SALE FIVE**



**IMPROVED SALES MAP**

<b>SUMMARY OF IMPROVED SALES</b>						
<b>Sale</b>	<b>Property Address</b>	<b>Sale Date</b>	<b>NRA</b>	<b>Price PSF</b>	<b>Year Built</b>	<b>Ro</b>
1	1938 Sam Houston Avenue, Huntsville	4/18/12	4,135	\$126.96	1985	9.81%
2	1229 Josey Street, Huntsville	4/18/12	3,407	\$166.42	1973-2002	7.19%
3	154 Interstate 45, Huntsville	7/11/11	5,736	\$87.17	1970-1999	12.20%
4	5140 SH 105 West, Conroe	10/14/10	4,920	\$188.01	2001	10.10%
5	31007 FM 2978, Magnolia	10/30/09	3,000	\$135.42	1987	10.10%
<b>Sub</b>	<b>1627 Sam Houston Avenue</b>	<b>N/A</b>	<b>1,768</b>	<b>N/A</b>	<b>circa 1975</b>	<b>N/A</b>

### **Analysis of the Sales**

The improved sales used in this analysis occurred from 2009 through April 2012. Data on each of the sales, including sales price and income and expense data, was confirmed with sources considered to be reliable. Based on analysis of this data and other pertinent information obtained in our research, the following pages are a discussion of the factors which were found to exhibit significant influence on property values in this market.

### **Factors to be Considered and Summary of Adjustments**

#### **Property Rights**

The adjustment for property rights conveyed considers the difference in sales price of properties sold in fee simple estate or in leased fee estate and the affect of any existing leases on the sales price of the property. For this property type, investors do not differentiate between fee simple and leased fee estate if the property is leased at a market rent. No adjustments are applicable to the sales.

#### **Cash Equivalency**

All sales were cash or cash equivalent, thus an adjustment for this item was not necessary. Typical terms are considered to be 15-25% cash down with a 10-30 year note, with varying interest on payments.

#### **Condition of Sale**

This adjustment reflects the motivations of the buyer and seller, i.e., assemblage, distress sale, reduced prices from family purchase, purchase by adjacent land owners. Also, sales of properties from lenders and/or governmental agencies that were previously foreclosed on were closely scrutinized due to potential lack of profit motivation.

#### **Changing Market Conditions**

This adjustment accounts for changing market conditions over a period of time. These adjustments are necessary to correct for changes in value over time due to market factors such as supply and demand, and economic factors such as inflation. None of the sales warranted market condition adjustments.

**Location**

The location adjustments occur when the comparable sale is located in an area that is either more or less desirable than the subject, in relationship to absorption and new construction starts. Also, surrounding development and property use trends are given consideration. An area that is best suited for the subject takes into consideration the highest and best use. The subject is located at the northeast corner of Sam Houston Avenue and 17th Street. Sale 2 location on a very visible corner, and combined with superior access, was considered superior to the subject. Although located along Interstate 45, access to Sale 3 at the time of sale was considered inferior to the subject. Sale 5 received a minimal upward adjustment of 5%.

**Quality/Appeal**

These adjustments are warranted when the construction quality and/or curb appeal of the comparable sales is either inferior or superior to the subject. This category also takes into account dining area, kitchen space, interior build-out quality and curb appeal. Sales 3 and 5 were adjusted upward by 10%, while Sale 4 was adjusted downward by 20%.

**Age/Condition**

Age and condition adjustments are warranted when the comparable sales differ from the subject property by physical age or effective age. This is based upon the construction date of the comparables and the on-going maintenance on these sales as compared to the subject property. Only Sale 4 warranted adjustment, applied downward by 20%.

**Building Size**

Generally, larger facilities are found to bring a lower per square foot price than smaller facilities, due to economy of size. Comparison of the market data indicated that this generalization holds true in the subject market. We based our adjustment on 5%-10% per doubling or halving of building size. All of the sales required upward adjustment, which ranged from 5% to 15%.

**Land-to-Building Ratio**

Higher land-to-building ratios typically reflect higher prices per square foot of building area. The subject property has a land-to-building ratio of 3.96:1, which is considered low for a building of this size. Sales 2 through 4 were each adjusted downward by 15%, while Sale 5 was adjusted downward by 25%.

All of the sales were analyzed and compared to the subject, with adjustments applied based on general comparisons, the personal observation and judgment of the appraiser, and information in our files.

The grid on the following page illustrates the procedure used in arriving at a value for the subject property.

<b>IMPROVED SALES ADJUSTMENT GRID</b>					
	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>	<b>Sale 5</b>
<b>Sales Price PSF</b>	\$126.96	\$166.42	\$87.17	\$188.01	\$135.42
<b>Property Rights</b>	0%	0%	0%	0%	0%
<b>Adjusted Price/SF</b>	\$126.96	\$166.42	\$87.17	\$188.01	\$135.42
<b>Cash Equivalency</b>	0%	0%	0%	0%	0%
<b>Adjusted Price/SF</b>	\$126.96	\$166.42	\$87.17	\$188.01	\$135.42
<b>Conditions of Sale</b>	0%	0%	0%	0%	0%
<b>Adjusted Price/SF</b>	\$126.96	\$166.42	\$87.17	\$188.01	\$135.42
<b>Market Conditions</b>	0%	0%	0%	0%	0%
<b>Adjusted Price/SF</b>	\$126.96	\$166.42	\$87.17	\$188.01	\$135.42
<b>Location</b>	0%	-15%	10%	0%	5%
<b>Quality/Appeal</b>	0%	0%	10%	-20%	10%
<b>Age/Condition</b>	0%	0%	0%	-20%	0%
<b>Size</b>	10%	5%	15%	15%	5%
<b>L/B Ratio</b>	0%	-15%	-15%	-15%	-25%
<b>Total Adjustment</b>	10%	-25%	20%	-40%	-5%
<b>Improvement Value/SF</b>	\$139.66	\$124.82	\$104.60	\$112.80	\$128.65
<b>Summary of Improved Sales - PSF Analysis</b>					
<b>Indicated Range:</b>		\$104.60	to	\$139.66	
<b>Value/SF:</b>				\$125.00	

**Value Conclusion – Sales Comparison Approach**

After application of the adjustments, the sales indicate a broad range of values for the subject from \$104.60 to \$139.66 per square foot. Sales 1, 2 and 3 were given primary consideration during reconciliation. Given the subject’s age, curb appeal and interior build-out; a value near the middle to upper end of the range appears appropriate. Based on the preceding analysis, a value of \$125.00 per square foot is concluded for the subject property via this method. The value for the subject is as follows:

<b>SALES COMPARISON PSF METHOD</b>		
<b>NRA</b>	<b>Indicated Value/PSF</b>	<b>Improvement Value</b>
1,768	\$125.00	\$221,000
	<b>Value via Sales Comparison Approach:</b>	\$221,000
	<b>Total Rounded:</b>	<b>\$220,000</b>

## **INCOME CAPITALIZATION APPROACH**

The Income Capitalization Approach to value (often called the "Income Approach") is predicated on the assumption that there is a definite relationship between the amount of income a property will earn and its value. The theory of the Income Approach is that the value of a property is the present worth of the net income it will produce during its remaining economic or productive life. An investor generally would not be justified in paying more for an investment property (versus speculation) than the value that the net earning power will support based on an appropriate capitalization of the net income. In conformity with the principle of substitution, a prudent investor will not pay more for the right to receive income from a specified property than he would have to pay for another available investment which would produce income stream of similar quantity and quality.

The first step in the Income Approach is to estimate the gross income of the property which is the total income produced by the property if 100 percent occupied in its current highest and best use. To arrive at this figure an estimate is made of the "economic" or market rent for the particular property being appraised. Market rent is that rent which is established from the market. Estimated gross annual income utilizes past or current annual income, and existing rental rates. The appraiser must determine current market rent and compare it with a property's existing rental, leases, tenant's ability to pay and competitive or comparative space.

Current economic, social, and political trends likely to affect the property or rentals must be considered, all in order to arrive at probable future earnings. In other words, past and present income are useful and significant only as an indication in determining expected future income. The income must be considered and weighted as to the expected quantity, quality and durability. The factors affecting the quantity of income have been mentioned above. A charge for potential loss from vacancy and/or collection problems typically must be considered in arriving at estimated effective annual income. The quality and durability of income are also weighted in the selection of the proper interest and capitalization rates and method of converting net income to value.

The next step in the Income Approach is the estimate of expenses to be deducted from the effective annual income to arrive at estimated net income (before depreciation). As in analyzing the income, the historical and present expenses are used only as a tool to arrive at the probable future expenses. Operating and maintenance expenses of similar properties as well as trends in expenses must be considered. The final step in the approach is to establish the technique for conversion of income to value which is done by establishing a holding period, identifying all future cash flows, their patterns and relationships to present, selecting an appropriate interest (discount) rate and capitalization rate for conversion of future benefits to value by discounting each future annual benefit to present value.

The most important consideration is the risk and comparable rates on other real estate properties and alternative investments which investors are willing to accept. Therefore, in the valuation of the subject property by the Income Approach, the following procedures were followed in order to determine the value of the property being appraised:

Estimate Market Rent:

Based on an analysis of similar projects with similar location, amenity and environmental characteristics.

Estimate Total Gross Income Potential:

Based on estimated economic rents supported in the market.

Estimate Vacancy and Rent Loss:

Based on present occupancy trends for competing properties with similar location, amenity and environmental influences.

Estimate Annual Operating Expenses:

These costs were based on an analysis of expenses typical of the industry for similar projects.

Capitalization of Net Income:

Based on capitalization rates typical of the current market (i.e., based on the overall capitalization rates of recent sales of comparable properties and/or typical financing and investment criteria including anticipated investor returns).

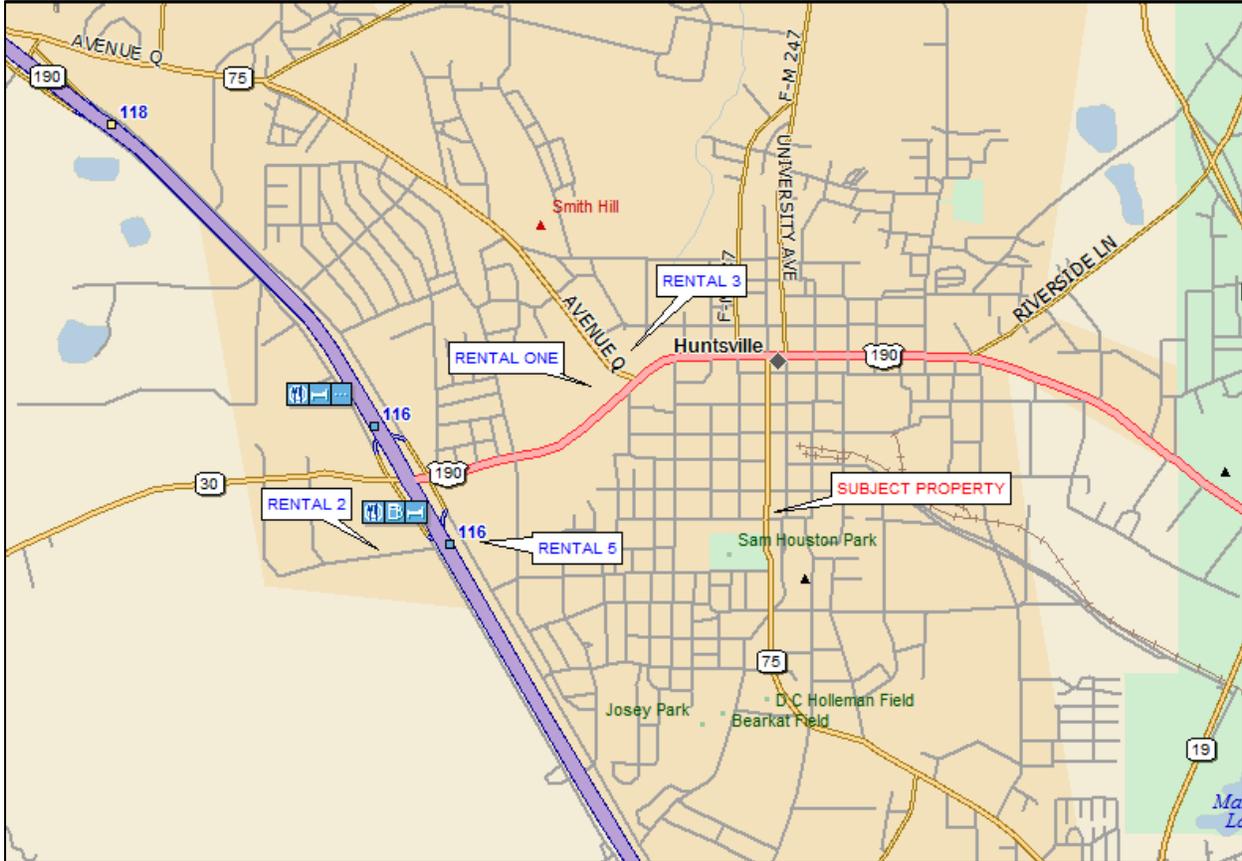
The Income Approach to value provides a good methodology when income and expenses can be reasonably determined in addition to interest and recapture rates. It applies most reliably when the property is an investment type, when the investor is purchasing for the income rather than speculation, where the highest and best use is stable rather than speculative, and where the highest and best use does not involve an area or property that is in a state of transition.

Since the subject property's improvements represent the Highest and Best Use of the subject site, and is currently vacant, the direct capitalization method was the most appropriate value indicator. The direct capitalization method is the technique used by investors most often when making buy/sell decisions for properties of this type. A stabilized proforma operating statement was estimated for the subject property.

A fully informed investor is, to a great degree, guided by the present worth of his position in the future potential benefits of the income stream generated by an income-producing property. As such, our estimate of market rent, used in calculating the potential gross income for the subject, was based on a comparison of rents currently received on similarly improved properties. Further, data concerning expenses normally incurred by owners was obtained from conversations with owner/operators active in this market. Utilizing this information we were able to arrive at an estimate of net operating income for the property. Finally, using an appropriate overall rate developed from market data, the direct capitalization method was utilized to convert the net income into an indication of value.

## ESTIMATE OF MARKET RENT

The map below displays the location of the rental comparables utilized in the determination of market rent.



The following table details comparable rentals of retail properties in the area, which were used to determine the market rent of the subject property.

SUMMARY OF COMPARABLE RENTALS						
No.	Property Address	Year Built	NRA	Occ.	Type	Annual Rate PSF
1	1710 11 th Street, Huntsville	1992	6,638	0%	NNN	\$14.40
2	130 Col. Etheridge Blvd., Huntsville	2003	3,568	0%	NNN	\$13.80
3	1548 11 th Street, Huntsville	1969-	6,000	100%	NNN	\$9.00
4	154 Interstate 45, Huntsville	1970-	5,736	100%	NNN	\$13.60
<b>Sub</b>	<b>1627 Sam Houston Avenue</b>	<b>circa</b>	<b>1,768</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

Retail properties of this type typically lease on triple net (NNN) terms. In a triple net scenario, the tenant is responsible for taxes, insurance, maintenance and utilities. When analyzing the various rental rates of the comparables, it is observed that the industrial gross and basic gross rates reflect the additional burden of the landlord being responsible for related expenses.

**Subject Contract Lease**

The subject property is currently vacant. However, the most recent contract rents, terms and lease periods were verbally communicated to the appraiser by the owner. Upon analysis, it was determined that the most recent contract rent equates to \$14.40 (annually) per square foot. Since the terms were on a NNN basis, and additional CAM charge of \$2.61 (annually) was also collected.

**Subject Market Rate**

The subject market was researched in an effort to determine validity of the previous contract rent. The rental comparables vary somewhat in terms of construction quality, age/condition, and curb appeal and reflect a range of rental rates. The above rental rates represent averages, and tend to vary with individual leases primarily depending on lease term, size, build-out allowance, etc. Although at the upper end of the comparable range, the subject previous contract rent is considered reasonable due to location and visibility, and thus was utilized for the income calculations.

**Potential Gross Revenue**

Potential gross revenue is the total revenue attributable to the property at full occupancy before subtracting any vacancy/collection loss and operating expenses. Potential gross revenue is found by multiplying the total net rentable area by the estimated market rent. In addition, a common area maintenance (CAM) charge that is reflective of pass-thru expenses was applied prior to vacancy and collection loss.

POTENTIAL GROSS REVENUE					
Contract Rent	1,768 SF	@	\$14.40	PSF	\$25,459
CAM Charge	1,768 SF	@	\$2.61	PSF	\$4,614
Total Potential Gross Income					\$30,074

**Vacancy/Collection Loss**

The condition of the property and skill of the management team can dramatically impact the occupancy rate within the subject’s submarket. While trends in this area are not expected to change significantly in the near future, it is reasonable to assume that over a typical investor holding period of eight to ten years, there will be losses of income due to vacancy, tenant turnover and/or collection problems. The rent comparables report occupancies ranging from 0% to 100%, which is typical for single-tenant properties. A stabilized occupancy level of 92% was used in calculation of the effective gross revenue. This includes a 2% allocation for late payment/collection loss.

**Effective Gross Revenue**

Effective gross revenue is found by subtracting vacancy/collection loss from potential gross revenue. Effective gross revenue for the subject property is calculated in the table below.

<b>EFFECTIVE GROSS REVENUE</b>		
PGI		\$30,074
Less V & C Loss	8%	<u>-\$2,406</u>
EGI		<u>\$27,668</u>

**Other Income**

There is no other income factored into the income proforma.

**OPERATING EXPENSE**

As previously indicated, we are valuing the Fee Simple Estate interest of the subject property, with market rent on a NNN basis. Under this lease structure, the landlord passes thru taxes, insurance and maintenance. Historical financial statements were not provided the appraiser. However, historical expenses were verbally communicated to the appraiser at the time of the site visit. These expenses were compared to those of similar properties, and determined to be within typical parameters. The subject expenses are analyzed on a stabilized occupancy basis.

Individual expenses are detailed on the following income proforma.

**Total Expenses**

Based on our analysis, total expenses for the subject are projected to be \$5,497 or \$3.11 PSF annually. These projected expenses fall within the range of similar restaurant properties and should be achievable under prudent management, on a NNN basis.

**Net Operating Income**

The net operating income is the difference between effective gross revenue and total expenses. The chart on the following page is our proforma income statement for the subject property.

<b>PROFORMA INCOME SCHEDULE</b>				
Contract Rent				\$25,459
CAM Charge				<u>\$4,614</u>
Potential Gross Rental Income Estimate				\$30,074
Less Vacancy/Collection Loss	8%			<u>(\$2,406)</u>
Effective Gross Income				\$27,668
Less Expenses		% EGI	PSF	
Real Estate Taxes	\$2,507	8.2%	\$1.42	
Insurance	\$1,856	6.7%	\$1.05	
Management	\$692	2.50%	\$0.39	
Repairs and Maintenance	\$265	1.0%	\$0.15	
Replacement Reserves	\$177	0.6%	\$0.10	
Total Expenses*	\$5,497	19.0%	\$3.11	<u>\$5,497</u>
Net Operating Income				\$22,171

\*Totals may not add exactly due to rounding.

## **DEVELOPMENT OF THE CAPITALIZATION RATE**

Capitalization is a process whereby net operating income is converted into value utilizing an overall capitalization rate. There are several methods of deriving capitalization rates in order to adequately account for risk associated with the quantity, quality and durability of the income stream, i.e.:

1. *Market Extraction Method: from an analysis of the market sales considered in the Sales Comparison Approach section of this report.*
2. *Band of Investment Method: from analysis of required rates of returns for mortgage and equity portions of an investment utilizing current market information.*

We will begin with a discussion of the Market Extraction Method, beginning below.

### **Market Extraction Method**

In this case, we have developed an overall rate from an analysis of the market sales considered in the Sales Comparison Approach section of this report. An overall rate was derived by dividing the estimated net operating income of the sale property by its sale price. This technique involves constant dollars and stabilized operating expenses. The improved property sales incorporated in the Sales Comparison Approach indicated overall rates ranging from 7.19% to 12.20%.

SALE	Ro
1	9.81%
2	7.19%
3	12.20%
4	10.10%
5	10.10%

Considering the subject's location along a primary roadway and proximity to the University, a capitalization rate of 9.75% is considered appropriate via the Market Extraction Method.

### Band of Investment Method

This technique of developing a capitalization rate basically involves a synthesis between a mortgage constant and an equity dividend rate, each weighted by its percentage of contribution. The mortgage portion of this rate includes an allowance for both interest on and amortization of the mortgage component.

Our research, including reviews of information published in "The Appraiser" and conversations with local lenders, revealed that mortgage terms for this type of property are being quoted to a credit-worthy customer in the range of 6.00% to 7.00%. A typical amortization period is 20 to 30 years. Additionally, the typical loan to value ratio is 75%. Assuming a 7.5% interest rate and a 20-year amortization, the annual mortgage constant is calculated to be 0.0966712. The remainder of the total value (i.e. 25%) is attributable to the equity contribution. Equity dividend rates for this type of investment have typically ranged from 9% to 16%, but have sometimes fallen below the mortgage portion due to negative leverage in some property types.

The calculations used to develop a capitalization rate via the Band of Investment technique are illustrated as follows:

Band of Investment				
Mortgage Portion	75.00%	x	0.0966712	7.25034%
Equity Portion	25.00%	x	0.100000	2.50000%
Indicated Overall Rate				9.75034%
			(Say)	9.75%

**RECONCILIATION OF OVERALL CAPITALIZATION RATES**

- 1. Market Extraction Method: 9.75%**
- 2. Band of Investment Method: 9.75%**

Emphasis is placed on the Market Extraction Method when differences exist, as this method is more often relied upon by investors in the current market. Based on the foregoing, the appropriate capitalization rate for the subject is 9.75%, which is the rate generated by the Market Extraction Method and supported by the Band of Investment Method. The following table details the calculations via the Direct Capitalization technique.

<b>DIRECT CAPITALIZATION</b>		
Net Operating Income	Divide By Capitalization Rate	Indicated Value
\$22,171	9.75%	\$227,394
<b>Value via Direct Capitalization Approach:</b>		\$227,394
<b>ROUNDED TO:</b>		<b>\$230,000</b>

## RECONCILIATION AND FINAL VALUE OPINION

The Appraisal of Real Estate, 12<sup>th</sup> Edition, copyright 2001, page 599, published by the Appraisal Institute, states,

“Resolving the differences among various value indications is called *reconciliation*...The final value opinion does not simply represent the average of the different value indications derived. No mechanical formula is used to select one indication over the others; rather, final reconciliation relies on the proper application of appraisal techniques and the appraiser’s judgment and experience.”

Two of the three (3) approaches to value generally recognized in the appraisal profession (Sales Comparison and Income) were given consideration in the appraisal. Following is a brief discussion of each approach and the value yielded.

### Sales Comparison Approach

In the Sales Comparison Approach, market value is determined by comparing the subject property to similar properties that have been sold recently. This approach reflects the desires and aspirations of buyers and sellers through the market activity of comparable properties. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. The comparative analysis in the sales comparison approach focuses on differences in the characteristics of the sales, in relation to the subject, which can account for variation in prices. Extreme care must be exercised in the selection of the comparable sales as there tends to be an inverse relationship between the degree of adjustment and degree of reliability that exists in the adjusted sale price. In other words, the greater the adjustment the less the reliability. The importance of this requirement is underscored because the Sales Comparison Approach is predicated on the process of correlation and analysis between the cited examples and the property being appraised. The indication of value from the Sales Comparison Approach-Improved Property for the subject is: **\$220,000**.

### The Income Approach

Income-producing real estate is typically purchased as an investment, and from the investor's point of view, earning power is the critical element affecting property value. An investor who purchases income-producing real estate is essentially trading present dollars for the right to receive future dollars. The income approach to value consists of methods, techniques, and mathematical procedures that an appraiser uses to analyze a property's capacity to generate benefits (i.e. usually the monetary benefits of income and reversion) and convert these benefits into an indication of present value.

As indicated previously, a fully informed investor is, to a great degree, guided by the present worth of his position in the future potential benefits of the income stream generated by an income-producing property. As such, a market-verified contract rent, used in calculating the potential gross income for the subject, was based on a comparison of rents currently received on similarly improved properties. Further, data concerning expenses normally incurred by owners was obtained from conversations with owner/operators active in this market. Utilizing this information we were able to arrive at an estimate of net operating income for the property. Finally, using an appropriate overall rate developed from market data, the Direct Capitalization analysis indicated a value for the subject property of: **\$230,000**

### **Final Conclusion Summary**

As a result of our investigations, studies and analysis of the sale, cost, income, and expense data, interpreted within the context of all the factors in the marketplace which effect value, the value range indicated for the subject is **\$220,000 to \$230,000**. Typically, on newer construction, the Cost Approach is found to be quite reliable unless there is significant external obsolescence, and primary emphasis would typically include the Cost Approach in the case of recent construction. The Income Approach best represents the attitudes of investors in this market. Income streams are often capitalized by rates abstracted from comparable sales to arrive at a conclusion of value. Hence, the Sales Comparison Approach is closely tied to the Income Approach. Since the subject property is a single-tenant property, equal emphasis was placed on each approach. With this in mind, the “As Is” Market Value of the Fee Simple Estate for the subject property as of the effective date of the appraisal, June 25, 2012, is:

**TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS**

**\$225,000**

**ADDENDA**

# ERWIN & ASSOCIATES

*Real Estate Valuation & Consulting*

936.295.6353 OFFICE ▪ 936.577.8311 CELL

[berrymanerwin@sbcglobal.net](mailto:berrymanerwin@sbcglobal.net)

Physical Address

497 Marion Lane  
New Waverly, TX 77358

Mailing Address

P. O. Box 561  
Huntsville, TX 77342

Ms. Michele Thorn  
Assistant to the Vice President  
Finance and Operations  
Sam Houston State University  
Box 2027  
Huntsville, Texas 77341

June 25, 2012

RE: *Proposal for a summary appraisal of an improved property legally described as 5.89 acres, Lot 1, Block 31, Huntsville Townsite, Huntsville, Walker County, Texas.*  
**Strong Properties LLC (Shipleys)** – located at 1627 Sam Houston Avenue, Huntsville, Walker County, Texas

Dear Ms. Thorn:

Please allow this to serve as an option proposal for a summary narrative appraisal of the above-described property located within the City of Huntsville, Walker County, Texas.

**Interest valued**

Fee simple estate

**Intended users**

Ms. Michele Thorn of the SHSU Finance & Operations Department, and assigns

*Note: No other users are intended by Appraiser.*

**Intended use**

To assist Client and intended user(s) in determination of the market value of the above-described property for a prospective acquisition related to the expansion of the Sam Houston State University campus.

*Note: No other use is intended by Appraiser.*

**Type of value**

Market value as defined by the appraisal requirements of the Uniform Standards of Professional Appraisal Practice

**Date of value**

As of site visit date

**Hypothetical conditions/Extraordinary assumptions**

None noted.

**Applicable requirements other than the Uniform Standards of Professional Appraisal Practice (USPAP)**

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

**Anticipated Scope of Work**

**Site visit:**

On-site observation site visit (interior & exterior)

**Valuation approaches:**

Sales Comparison Approach – Improved Property  
Income Approach

**Appraisal Report**

**Report options:**

Narrative summary appraisal with analyses and value conclusions

The narrative summary format is presented in a bound-report format, whereby all data is summarized through narrative discussion. This format allows the appraiser to create a report that is conducive to complex or unique properties, and/or allows the appraiser to elaborate on the various characteristics of the subject property.

**Provided documents**

If any of the properties appraised are currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

**Number of copies**

Two hard copy reports and one electronic copy will be provided the client.

**Date of Completion**

The estimate date of completion is six weeks from the date of engagement.

**Fee for services**

\$2,200 – Narrative Summary Report

**Confidentiality**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

*By Authorized Agent of Erwin & Associates:*

*Approved by:*

\_\_\_\_\_  
(Signature)

**Berryman M. Erwin Jr. (Berry)**

\_\_\_\_\_  
(Printed name)

**6/25/2012**

(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Date)

## Walker CAD

## Property Search Results &gt; 29957 STRONG PROPERTIES LLC for Year 2012

## Property

## Account

Property ID: 29957 Legal Description: HUNTSVILLE TOWNSITE, BLOCK 31, LOT 1  
 Geographic ID: 4700-031-0-00100 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

## Location

Address: 1627 SAM HOUSTON AVE Mapsco:  
 HUNTSVILLE, TX 77340  
 Neighborhood: NONE Map ID: 32  
 Neighborhood CD: NONE

## Owner

Name: STRONG PROPERTIES LLC Owner ID: 786356  
 Mailing Address: 3203 REDWOOD LODGE DR % Ownership: 100.0000000000%  
 KINGWOOD, TX 77339  
 Exemptions:

## Values

(+) Improvement Homesite Value: + \$0  
 (+) Improvement Non-Homesite Value: + \$73,430  
 (+) Land Homesite Value: + \$0  
 (+) Land Non-Homesite Value: + \$35,000 Ag / Timber Use Value  
 (+) Agricultural Market Valuation: + \$0 \$0  
 (+) Timber Market Valuation: + \$0 \$0  
 -----  
 (=) Market Value: = \$108,430  
 (-) Ag or Timber Use Value Reduction: - \$0  
 -----  
 (=) Appraised Value: = \$108,430  
 (-) HS Cap: - \$0  
 -----  
 (=) Assessed Value: = \$108,430

## Taxing Jurisdiction

Owner: STRONG PROPERTIES LLC  
 % Ownership: 100.0000000000%  
 Total Value: \$108,430

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	WALKER CO APPRAISAL DISTRICT	0.000000	\$108,430	\$108,430	\$0.00
HC	Huntsville City	0.420600	\$108,430	\$108,430	\$456.06
HI	Huntsville ISD	1.210000	\$108,430	\$108,430	\$1,312.00
WC	Walker County	0.655500	\$108,430	\$108,430	\$710.76
WH	Walker County Hospital District	0.156800	\$108,430	\$108,430	\$170.02
Total Tax Rate:		2.442900			
				Taxes w/Current Exemptions:	\$2,648.84
				Taxes w/o Exemptions:	\$2,648.84

## Improvement / Building

**Improvement #1:** Commercial **State Code:** F1 **Living Area:** 1518.0 sqft **Value:** \$73,430

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	R4		0	1518.0
AP1	ASPHALT	*		0	5530.0

#### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	NHS	NON-HOMESITE	0.1607	7000.00	0.00	0.00	\$35,000	\$0

#### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A	N/A	N/A	N/A	N/A
2012	\$73,430	\$35,000	0	108,430	\$0	\$108,430
2011	\$69,760	\$35,000	0	104,760	\$0	\$104,760
2010	\$73,430	\$35,000	0	108,430	\$0	\$108,430
2009	\$73,430	\$35,000	0	108,430	\$0	\$108,430
2008	\$73,430	\$35,000	0	108,430	\$0	\$108,430
2007	\$73,430	\$35,000	0	108,430	\$0	\$108,430
2006	\$67,150	\$21,000	0	88,150	\$0	\$88,150
2005	\$62,300	\$21,000	0	83,300	\$0	\$83,300
2004	\$62,300	\$21,000	0	83,300	\$0	\$83,300
2003	\$38,600	\$21,000	0	59,600	\$0	\$59,600
2002	\$38,100	\$21,000	0	59,100	\$0	\$59,100
2001	\$38,100	\$21,000	0	59,100	\$0	\$59,100
2000	\$38,100	\$21,000	0	59,100	\$0	\$59,100
1999	\$38,100	\$21,000	0	59,100	\$0	\$59,100
1998	\$38,100	\$21,000	0	59,100	\$0	\$59,100

#### Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/21/2002 12:00:00 AM	GWD	GENERAL WARRANTY DEED	HARPER ROSE AN	STRONG PROPER	544	571	0

#### Tax Due

Property Tax Information as of 08/30/2012

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2011	Huntsville City	\$104,760	\$410.13	\$410.13	\$0.00	\$0.00	\$0.00	\$0.00
2011	Huntsville ISD	\$104,760	\$1267.59	\$1267.59	\$0.00	\$0.00	\$0.00	\$0.00
2011	Walker County	\$104,760	\$579.95	\$579.95	\$0.00	\$0.00	\$0.00	\$0.00
2011	Walker County Hospital District	\$104,760	\$164.26	\$164.26	\$0.00	\$0.00	\$0.00	\$0.00
<b>2011 TOTAL:</b>			<b>\$2421.93</b>	<b>\$2421.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2010	Huntsville City	\$108,430	\$434.48	\$434.48	\$0.00	\$0.00	\$0.00	\$0.00
2010	Huntsville ISD	\$108,430	\$1312.00	\$1312.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	Walker County	\$108,430	\$628.14	\$628.14	\$0.00	\$0.00	\$0.00	\$0.00
2010	Walker County Hospital District	\$108,430	\$165.90	\$165.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>2010 TOTAL:</b>			<b>\$2540.52</b>	<b>\$2540.52</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Huntsville City	\$108,430	\$434.48	\$434.48	\$0.00	\$0.00	\$0.00	\$0.00
2009	Huntsville ISD	\$108,430	\$1312.00	\$1312.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	Walker County	\$108,430	\$625.64	\$625.64	\$0.00	\$0.00	\$0.00	\$0.00

2009	Walker County Hospital District	\$108,430	\$166.33	\$166.33	\$0.00	\$0.00	\$0.00	\$0.00
<b>2009 TOTAL:</b>			<b>\$2538.45</b>	<b>\$2538.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Huntsville City	\$108,430	\$434.48	\$434.48	\$0.00	\$0.00	\$0.00	\$0.00
2008	Huntsville ISD	\$108,430	\$1312.00	\$1312.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	Walker County	\$108,430	\$590.94	\$590.94	\$0.00	\$0.00	\$0.00	\$0.00
2008	Walker County Hospital District	\$108,430	\$166.66	\$166.66	\$0.00	\$0.00	\$0.00	\$0.00
<b>2008 TOTAL:</b>			<b>\$2504.08</b>	<b>\$2504.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Huntsville City	\$108,430	\$448.36	\$448.36	\$0.00	\$0.00	\$0.00	\$0.00
2007	Huntsville ISD	\$108,430	\$1312.00	\$1312.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	Walker County	\$108,430	\$590.95	\$590.95	\$0.00	\$0.00	\$0.00	\$0.00
2007	Walker County Hospital District	\$108,430	\$173.49	\$173.49	\$0.00	\$0.00	\$0.00	\$0.00
<b>2007 TOTAL:</b>			<b>\$2524.80</b>	<b>\$2524.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Huntsville City	\$88,150	\$369.53	\$369.53	\$0.00	\$0.00	\$0.00	\$0.00
2006	Huntsville ISD	\$88,150	\$1345.79	\$1345.79	\$0.00	\$0.00	\$0.00	\$0.00
2006	Walker County	\$88,150	\$499.54	\$499.54	\$0.00	\$0.00	\$0.00	\$0.00
2006	Walker County Hospital District	\$88,150	\$151.62	\$151.62	\$0.00	\$0.00	\$0.00	\$0.00
<b>2006 TOTAL:</b>			<b>\$2366.48</b>	<b>\$2366.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Huntsville City	\$83,300	\$359.78	\$359.78	\$0.00	\$0.00	\$0.00	\$0.00
2005	Huntsville ISD	\$83,300	\$1382.79	\$1382.79	\$0.00	\$0.00	\$0.00	\$0.00
2005	Walker County	\$83,300	\$499.55	\$499.55	\$0.00	\$0.00	\$0.00	\$0.00
2005	Walker County Hospital District	\$83,300	\$152.02	\$152.02	\$0.00	\$0.00	\$0.00	\$0.00
<b>2005 TOTAL:</b>			<b>\$2394.14</b>	<b>\$2394.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Huntsville City	\$83,300	\$364.44	\$364.44	\$0.00	\$0.00	\$0.00	\$0.00
2004	Huntsville ISD	\$83,300	\$1382.79	\$1382.79	\$0.00	\$0.00	\$0.00	\$0.00
2004	Walker County	\$83,300	\$520.63	\$520.63	\$0.00	\$0.00	\$0.00	\$0.00
2004	Walker County Hospital District	\$83,300	\$160.10	\$160.10	\$0.00	\$0.00	\$0.00	\$0.00
<b>2004 TOTAL:</b>			<b>\$2427.96</b>	<b>\$2427.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Huntsville City	\$59,600	\$253.30	\$253.30	\$0.00	\$0.00	\$0.00	\$0.00
2003	Huntsville ISD	\$59,600	\$989.36	\$989.36	\$0.00	\$0.00	\$0.00	\$0.00
2003	Walker County	\$59,600	\$372.50	\$372.50	\$0.00	\$0.00	\$0.00	\$0.00
2003	Walker County Hospital District	\$59,600	\$110.26	\$110.26	\$0.00	\$0.00	\$0.00	\$0.00
<b>2003 TOTAL:</b>			<b>\$1725.42</b>	<b>\$1725.42</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Huntsville City	\$59,100	\$265.95	\$265.95	\$0.00	\$0.00	\$0.00	\$0.00
2002	Huntsville ISD	\$59,100	\$981.06	\$981.06	\$0.00	\$0.00	\$0.00	\$0.00
2002	Walker County	\$59,100	\$369.38	\$369.38	\$0.00	\$0.00	\$0.00	\$0.00
2002	Walker County Hospital District	\$59,100	\$94.56	\$94.56	\$0.00	\$0.00	\$0.00	\$0.00
<b>2002 TOTAL:</b>			<b>\$1710.95</b>	<b>\$1710.95</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2001	Huntsville City	\$59,100	\$255.61	\$255.61	\$0.00	\$0.00	\$0.00	\$0.00
2001	Huntsville ISD	\$59,100	\$981.06	\$981.06	\$0.00	\$0.00	\$0.00	\$0.00
2001	Walker County	\$59,100	\$345.74	\$345.74	\$0.00	\$0.00	\$0.00	\$0.00
2001	Walker County Hospital District	\$59,100	\$88.65	\$88.65	\$0.00	\$0.00	\$0.00	\$0.00
<b>2001 TOTAL:</b>			<b>\$1671.06</b>	<b>\$1671.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2000	Huntsville City	\$59,100	\$255.61	\$255.61	\$0.00	\$0.00	\$0.00	\$0.00
2000	Huntsville ISD	\$59,100	\$998.79	\$998.79	\$0.00	\$0.00	\$0.00	\$0.00
2000	Walker County	\$59,101	\$345.74	\$345.74	\$0.00	\$0.00	\$0.00	\$0.00
2000	Walker County Hospital District	\$59,100	\$85.40	\$85.40	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 TOTAL:</b>			<b>\$1685.54</b>	<b>\$1685.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1999	Huntsville City	\$59,100	\$243.79	\$243.79	\$0.00	\$0.00	\$0.00	\$0.00
1999	Huntsville ISD	\$59,100	\$998.79	\$998.79	\$0.00	\$0.00	\$0.00	\$0.00
<b>1999 TOTAL:</b>			<b>\$1242.58</b>	<b>\$1242.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1998	Huntsville City	\$59,100	\$254.13	\$254.13	\$0.00	\$0.00	\$0.00	\$0.00
1998	Huntsville ISD	\$59,100	\$851.04	\$851.04	\$0.00	\$0.00	\$0.00	\$0.00
<b>1998 TOTAL:</b>			<b>\$1105.17</b>	<b>\$1105.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1996	Huntsville City	\$57,458	\$220.87	\$220.87	\$0.00	\$0.00	\$0.00	\$0.00

1996	Huntsville ISD	\$57,458	\$827.40	\$827.40	\$0.00	\$0.00	\$0.00	\$0.00
<b>1996 TOTAL:</b>			<b>\$1048.27</b>	<b>\$1048.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1995	Huntsville City	\$57,458	\$220.87	\$220.87	\$0.00	\$0.00	\$0.00	\$0.00
1995	Huntsville ISD	\$57,458	\$827.40	\$827.40	\$0.00	\$0.00	\$0.00	\$0.00
<b>1995 TOTAL:</b>			<b>\$1048.27</b>	<b>\$1048.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1994	Huntsville City	\$57,458	\$220.87	\$220.87	\$0.00	\$0.00	\$0.00	\$0.00
1994	Huntsville ISD	\$57,458	\$827.40	\$827.40	\$0.00	\$0.00	\$0.00	\$0.00
<b>1994 TOTAL:</b>			<b>\$1048.27</b>	<b>\$1048.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1992	Huntsville City	\$51,251	\$197.01	\$197.01	\$0.00	\$0.00	\$0.00	\$0.00
1992	Huntsville CED	\$51,249	\$459.40	\$459.40	\$0.00	\$0.00	\$0.00	\$0.00
1992	Huntsville ISD	\$51,254	\$263.24	\$263.24	\$0.00	\$0.00	\$0.00	\$0.00
<b>1992 TOTAL:</b>			<b>\$919.65</b>	<b>\$919.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1991	Huntsville City	\$51,251	\$197.01	\$197.01	\$0.00	\$0.00	\$0.00	\$0.00
1991	Huntsville CED	\$51,251	\$399.76	\$399.76	\$0.00	\$0.00	\$0.00	\$0.00
1991	Huntsville ISD	\$51,249	\$302.37	\$302.37	\$0.00	\$0.00	\$0.00	\$0.00
<b>1991 TOTAL:</b>			<b>\$899.14</b>	<b>\$899.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1990	Huntsville City	\$51,251	\$197.01	\$197.01	\$0.00	\$0.00	\$0.00	\$0.00
1990	Huntsville ISD	\$51,252	\$710.09	\$710.09	\$0.00	\$0.00	\$0.00	\$0.00
<b>1990 TOTAL:</b>			<b>\$907.10</b>	<b>\$907.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1989	Huntsville ISD	\$49,828	\$690.36	\$690.36	\$0.00	\$0.00	\$0.00	\$0.00
<b>1989 TOTAL:</b>			<b>\$690.36</b>	<b>\$690.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1988	Huntsville City	\$51,251	\$197.01	\$197.01	\$0.00	\$0.00	\$0.00	\$0.00
1988	Huntsville ISD	\$49,828	\$610.39	\$610.39	\$0.00	\$0.00	\$0.00	\$0.00
<b>1988 TOTAL:</b>			<b>\$807.40</b>	<b>\$807.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1987	Huntsville City	\$53,904	\$280.30	\$280.30	\$0.00	\$0.00	\$0.00	\$0.00
1987	Huntsville ISD	\$50,951	\$577.28	\$577.28	\$0.00	\$0.00	\$0.00	\$0.00
<b>1987 TOTAL:</b>			<b>\$857.58</b>	<b>\$857.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1986	Huntsville City	\$53,904	\$280.30	\$280.30	\$0.00	\$0.00	\$0.00	\$0.00
1986	Huntsville ISD	\$50,953	\$577.30	\$577.30	\$0.00	\$0.00	\$0.00	\$0.00
<b>1986 TOTAL:</b>			<b>\$857.60</b>	<b>\$857.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1985	Huntsville City	\$56,868	\$318.46	\$318.46	\$0.00	\$0.00	\$0.00	\$0.00
1985	Huntsville ISD	\$54,050	\$664.82	\$664.82	\$0.00	\$0.00	\$0.00	\$0.00
<b>1985 TOTAL:</b>			<b>\$983.28</b>	<b>\$983.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1984	Huntsville ISD	\$53,711	\$601.56	\$601.56	\$0.00	\$0.00	\$0.00	\$0.00
<b>1984 TOTAL:</b>			<b>\$601.56</b>	<b>\$601.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (936) 295-0402**

Website version: 1.2.2.2

Database last updated on: 8/20/2012 7:17 PM

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## **BERRYMAN (BERRY) M. ERWIN, JR.**

2310 Hickory Hollow Drive, Spring, TX 77386 – Work: (713) 264-1674 - [berrymanerwin@sbcglobal.net](mailto:berrymanerwin@sbcglobal.net)

### **EXPERIENCE**

**2008-PRESENT**

**ERWIN & ASSOCIATES – Huntsville, Texas**

Owner/Appraiser

- Perform multiple commercial/residential appraisals types throughout Texas (including multiple commercial property types, condemnation, multi-family, single-family, rural acreage, agricultural land, timber land, etc.)

2006-2008

**O’CONNOR & ASSOCIATES – Houston, Texas**

Associate Appraiser

- Performed commercial appraisals of various properties throughout the southeast U. S. (including HUD & HTC multi-family)
- Lead person for oil & gas, rural acreage and timber appraisals
- Proficient with Word, Excel, and Argus

2005-2006

**ISLAND APPRAISAL COMPANY, Mililani, Hawaii**

Associate Appraiser

- Served in the capacity as appraiser trainee, inspecting properties, researching sales information, and assisting in the drafting of appraisal reports

2002 – 2005

**ERWIN & ASSOCIATES, HUNTSVILLE, TEXAS**

Partner

- Performed appraisals of commercial, timber, farm/land, acreage, and residential properties in Walker County, as well as surrounding counties

1995 – 2005

**B&D MOTORS, HUNTSVILLE, TEXAS**

Owner

- Coordinated and managed all facets of automobile retail/wholesale dealership, including purchasing, sales, F& I, inventory, title work, taxes, and payroll

### **EDUCATION**

1986 – 1987

University of Texas, Austin, Texas

1987-1992

Sam Houston State University, Huntsville, Texas, BBA in Marketing

State Certified General Real Estate Appraiser TX-1335374-G

## **MEMBER ORGANIZATIONS**

Texas Small Business Association  
SHSU Alumni Association  
Appraisal Institute (Associate Member)  
National Association of Master Appraisers

Southwest Four Wheel Drive Association  
Texas Motorized Trails Coalition  
Texas Off Road Club  
Pi Kappa Alpha Fraternity Assoc. of Alumni

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

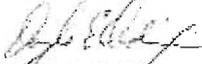
**Certified General Real Estate Appraiser**

Number#: **TX 1335374 G**

Issued: **09/13/2011** Expires: **09/30/2013**

Appraiser: **BERRYMAN MILLER ERWIN JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.



**Douglas E. Oldmixon**  
Commissioner

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

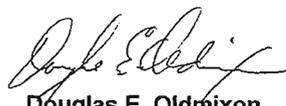
**Certified General Real Estate Appraiser**

Number: **TX 1335374 G**

Issued: **09/13/2011** Expires: **09/30/2013**

Appraiser: **BERRYMAN MILLER ERWIN JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.



**Douglas E. Oldmixon**  
Commissioner

**Legend and Abbreviations**

—	Property Lines	TC	Top of Concrete Elevation
—	Overhead Electrical Line	TP	Top of Pavement Elevation
—	Existing Sewer Line w/ size	TWD	Top of Wood Deck Elevation
—	Existing Water Line w/ size	TW	Top of Wall Elevation
○	1/2" Iron Rod Found	WV	Water Valve
○	1/2" Iron Rod Set	WM	Water Meter
⊗	Chiseled "x" mark set	CHD	City of Huntsville Data
⊗	Chiseled "x" mark found	RCP	Reinforced Concrete Pipe
□	Wooden Handrail Post	DR	Walker County Deed Record
⊠	Control Point	OR	Walker County Official Public Record
⊠	Bollard		
→	Power Pole		
⊙	Sewer Manhole		
⊙	Storm Drain MH		
⊙	Grease Trap Lid		
⊙	Fire Hydrant		
⊙	Telephone Pedestal (TP)		
⊙	Water Meter		
⊙	Water Valve		
⊙	Top/Curb Elevations		

**FIELD NOTES**

Being all that certain tract or parcel of land lying and being situated in the PLEASANT GRAY LEAGUE, Abstract No. 24 in Huntsville, Walker County, Texas and being partially in Block 31 of the HUNTSVILLE TOWNSITE, said tract being the same 0.161 acres of land described in the deed from Lois Harper to Strong Properties, LLC recorded in Volume 544, Page 571 of the Official Public Records of Walker County, Texas (O.P.R.W.C.) and being more particularly described by metes and bounds as follows:

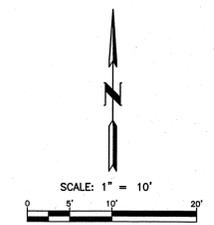
**BEGINNING:** at a chiseled "X" mark set in concrete marking the northwest corner of the this 0.161 acre tract, the southwest corner of the called 0.045 acre A & W Associates, LP tract recorded in Volume 802, Page 849 (O.P.R.W.C.), said "X" mark also being in the west line of said Block No. 31 and the east right-of-way line of Sam Houston Avenue (based on a 75-foot width), from whence a found aluminum cap (Murray and Moorer) marking the northwest corner of the called 0.064 acre Vance Howard tract recorded in Volume 413, Page 281 bears N 02° 37' 37" W at a distance of 51.16 feet for reference, and the City of Huntsville Control Monument No. 6732 bears N 32° 36' 57" E at a distance of 402.27 feet for reference;

**THENCE:** N 87° 27' 10" E along the north line of the this 0.161 acre tract and the south line of the said 0.045 acre tract for a distance of 70.00 feet to a 4-inch by 4-inch wooden hand rail post marking the northeast corner of this tract and the northeast corner of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints called the 0.048 acre Tract One recorded in Volume 241, Page 105 (O.P.R.W.C.), from whence a found 1/2-inch iron rod marking the northeast corner of the called 0.014 acre Latter-Day Saints Tract Two (241/105) bears N 87° 27' 10" E at a distance of 26.00 feet for reference;

**THENCE:** S 02° 37' 37" E along the common line of this 0.161 acre tract and the called 0.046 acre tract, said line being approximately along the west line of a concrete block building for a distance of 100.00 feet to a chiseled "X" mark set in concrete for the southwest corner of this tract, the southwest corner of the called 0.046 acre tract and being in the north right-of-way line of 17th Street (based on a 50-foot width), from whence a found chiseled "X" mark marking the southeast corner of the called 0.014 acre tract bears N 87° 27' 10" E at a distance of 26.00 feet for reference;

**THENCE:** S 87° 27' 10" W along the south line of the said 0.161 acre tract and the north right-of-way line of said 17th Street for a distance of 70.00 feet to a chiseled "X" mark set in concrete at the intersection of the before-said east right-of-way line of Sam Houston Avenue;

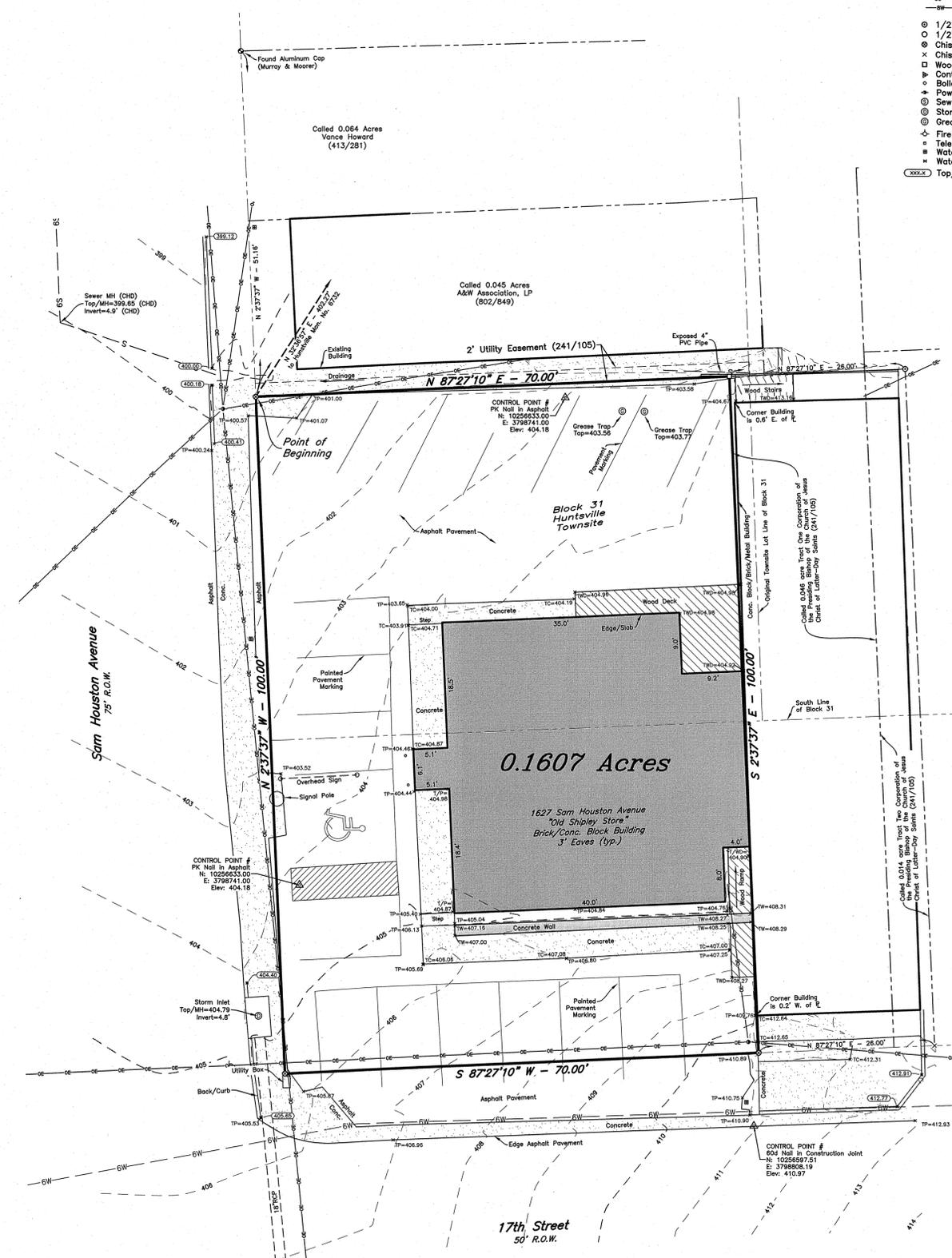
**THENCE:** N 02° 37' 37" W along the said east line of Sam Houston Avenue, at 50-feet pass the southwest corner of the before-said Block No. 31, continue for a total distance of 100.00 feet to the POINT OF BEGINNING and containing 0.1607 acres (7,000.0 sq. ft.) of land, more or less, according to a survey made on the ground under supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, on June 6, 2014.



I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, hereby certify that this survey was made on the ground, that this survey correctly represents the facts found at the time of survey and that this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 1 Survey.

**GENERAL SURVEYOR NOTES:**

- This Standard Land Survey was prepared at the owners request to obtain boundary and the existing ground information on the "Old Shipley Store" in Block 31 of the Huntsville Townsite.
- Bearings and Coordinates, shown hereon, are referenced to the City of Huntsville Mapping Control Network, and based on the position of Control Points 6732 and 6569 having published coordinates of N: 10257043.21 ft. and E: 3798951.20 ft. and N: 10257109.995 ft. and E: 3800272.066 ft., respectively. Coordinates of Control Points, shown hereon, are geodetic horizontal.
- According to the Flood Insurance Rate Maps for Walker County, Texas and Incorporated Areas, Map Number 4847100360 D, effective August 16, 2011, this property is not located in the 1% annual chance FEMA Special Flood Hazard Area.
- This survey is valid only if the print has original seal and signature of Surveyor.
- Subsurface and environmental conditions were not examined or considered as a part of this survey.
- The locations of underground utilities as shown hereon are based on above-ground structures and utility markers as delineated by the various utility companies in response to Dig Test Locate Request No. 241108214, (date requested 06/03/14) and record drawings provided to the surveyor. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
- No abstract of title, nor title commitment, nor results of the title searches were furnished to the surveyor. There may exist other documents of record that would affect this parcel.
- Except as specifically stated or shown, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.



1627 SAM HOUSTON AVENUE

**STANDARD LAND SURVEY**

SAM HOUSTON STATE UNIVERSITY  
**"OLD SHIPLEY STORE"**  
 0.1607 ACRES OUT OF BLOCK 31  
 HUNTSVILLE TOWNSITE  
 PLEASANT GRAY SURVEY, A-24  
 HUNTSVILLE, WALKER COUNTY, TEXAS

JUNE 5, 2014  
 SCALE: 1" = 10'

Prepared for:  
 Sam Houston State University  
 2424 Sam Houston Avenue  
 Campus P.O. Box 2020  
 Huntsville, Texas 77341

SURVEYOR:  
 McClure & Browne Engineering/Surveying, Inc.  
 1008 Woodcreek Dr., Suite 103  
 College Station, Texas 77845  
 (979) 693-3638

**SHSU: Motion for Ground Lease**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_,  
it was ordered that:

Sam Houston State University be authorized to enter into a Ground Lease with the H.E.A.R.T.S. Veterans Museum of Texas for a 5.91 acre tract of land within SHSU's property located between Interstate Hwy 45 and State Hwy 75 and adjacent to the H.E.A.R.T.S. Veterans Museum as is more particularly described in Exhibit A of the attached Lease.

**Explanation**

This lease enables the H.E.A.R.T.S. Veterans Museum to further their development of the military museum and adjacent grounds. The expansion of the H.E.A.R.T.S. Veterans Museum military memorial efforts is a key component of the development of the 78 acres parcel of land. This parcel was deeded to SHSU by the Texas Department of Criminal Justice as a result of action during the last Legislative session. The H.E.A.R.T.S. Veterans Museum will utilize the land to further honor veterans of the United States military and for educating the general public regarding military history and veteran service. As a component of the lease the Museum agrees in the Lease to provide admission to students enrolled at Sam Houston State University at no cost so that University students are able to further their knowledge of the sacrifice and service of military veterans.

GROUND LEASE AGREEMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF WALKER       §

This Ground Lease ("**Lease**") is made and entered into by and between the TEXAS STATE UNIVERSITY SYSTEM, on behalf of SAM HOUSTON STATE UNIVERSITY a member institution of the Texas State University System (*Lessor*) of 1806 Avenue J, Huntsville, Texas 77340, and the H.E.A.R.T.S. Veterans Museum of Texas ("*H.E.A.R.T.S.*" or "*Lessee*") of 463 State Highway 75N, Huntsville, TX 77320.

WITNESSETH

WHEREAS, Section 95.33 of the Texas Education Code provides Lessor, through the Board of Regents of Texas State University System the sole and exclusive management and control of the lands set aside and appropriated to, or acquired by Lessor;

WHEREAS, subject to Board of Regents approval, Lessor and Lessee have agreed to enter into this Lease whereby the Lessor will lease a five point nine one (5.91) acre tract of land adjacent to SHSU's property located between Hwy 45 and Hwy 75 and adjacent to the H.E.A.R.T.S. Veterans Museum as is more particularly described in the attached Exhibit A, subject to the terms herein stated;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements and subject to approval by the Board of Regents, Texas State University System, the parties hereby agree as follows:

- 1. LEASE.** Lessor, in consideration of the performance by Lessee of the conditions, duties and obligations imposed under this Lease and Lessee's compliance with the covenants and conditions of this Lease, hereby demises, leases and lets, to Lessee, for a term of twenty (20) years, unless sooner terminated as provided in this Lease, beginning September 1, 2014 and ending on August 31, 2034, for the purposes and subject to the provisions set forth in this Lease, all that certain real property comprised of approximately five point nine one (5.91) acres, more or less of land (the "*Property*"), as presently exists situated in the County of Walker, Texas, which Property is more particularly described in *Exhibit A*, attached hereto and made a part of this Lease for all purposes.

2. **RENEWAL OF LEASE.** The parties may renew the lease upon mutual agreement for no more than two additional five (5) year periods, provided the renewal is finalized no less than one hundred and eighty (180) days prior to the conclusion of this lease or the first five (5) renewal period, whichever is in effect.
3. **RENT AND CONSIDERATION.** Lessee shall pay to Lessor, as annual rent, the sum of ONE DOLLAR AND NO/100 (\$1.00) per year for each year of the Lease. Rent is due and payable in advance with the first payment due September 1, 2014 and thereafter on September 1 of every year. Lessee shall remit rental payments to the attention of the Sam Houston State University Vice President of Finance and Operations at the address noted above and in the NOTICE section below. As further consideration, Lessee shall, for the duration of this lease and any renewals, provide museum admission to students enrolled in Sam Houston State University at no cost.
4. **PURPOSE AND USE.** The parties enter into this lease for the purpose of honoring veterans of the United States Military and educating the public regarding military history and veteran service. The covenants and conditions between the parties to this lease are subject to Senate Bill No. 1157 of the Eighty-Third (83<sup>rd</sup>) Texas Legislative Session for the transfer of an approximately seventy-eight (78) acre tract from the Texas Board of Criminal Justice to the Texas State University System for the use of Sam Houston State University. The legislation mandates that the land must be used for purposes that benefit the public interest of the state. Lessee may use and occupy the Property for charitable, educational, memorial and related storage, maintenance, and office purposes, for the term of this lease and any renewal, so long as the use benefits the public interest of the state. Should Lessee's use the property be determined to be of, in whole or in part, for commercial or other purposes that, in the University's sole judgment, do not benefit the public interest, Lessee shall be in default of the lease if it fails to remedy the default within thirty (30) days of receiving written notice of the condition of default from the University.
5. **ACCEPTANCE AND CONDITION OF PROPERTY.** Lessee has had full opportunity to inspect and examine the Property and has been advised that significant portions are in the flood plain. Lessee accepts the Property in the present, "AS IS" condition and agrees that no representations respecting the condition of the Property and no promises to alter or improve the Property, nor promises to approve prospective improvements, have been made by Lessor or its agents to Lessee.
6. **ACCESS.** Lessee shall permit Lessor's agents, representatives, or employees to enter on the Property at reasonable times for the purposes of review, observation, and inspection of the Property or any other purpose as provided in this Lease. Lessor and their agents, representatives, and employees shall not disturb construction on the Property and shall use best efforts to not disturb Lessee.

7. **LESSEE ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** The parties acknowledge that Lessee contemplates expanding the current museum by adding monuments, memorials, parking, and gardens to the Property and constructing additional buildings for exhibits, static displays or foundations on which to display static military equipment, maintenance, office, and/or storage. Lessee shall not, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, make any of the above mentioned or other alterations, additions, or improvements in, to, or about the Property. All development, construction and additions shall be at Lessee's own cost and expense. Lessor shall have no financial obligation or other obligation of any kind under this Lease, except as specifically set forth herein.

A. *Lessor Consent.* When seeking Lessor's consent for alteration, addition, or improvements, Lessee shall provide Lessor a copy of plans and specifications of all proposed alterations, additions, and improvements to the Property. Lessor's consent is only valid if it is in writing and delivered to Lessee.

B. *Government Licenses, Permits, and Building Requirements.* Lessee shall apply, pay, and secure all licenses, permits, and fees related to Property additions or improvements. Lessee acknowledges and agrees that the licenses and permits shall be obtained from the various municipal departments and governmental subdivisions having jurisdiction over the Property and such licenses and permits shall not be provided by the Lessor. Lessee will hold Lessor free and harmless from any and all claims arising out of Lessee's failure to obtain the License and Permits.

C. *Conformance to Building Codes and Applicable Law.* All construction, alteration, additions, and improvements to the Property undertaken by the Lessee shall comply with applicable codes and laws. Lessee shall erect and maintain at Lessee's own expense, during the term of this Lease, sidewalks, roads, walls, sewers, and other improvements required by law to be erected and maintained in connection with the Property and Lessee's use of same. Any alterations, additions, or improvements to the Property mandated by legal requirements related to accessibility by persons with disability ("accessibility alterations"), shall be the responsibility of Lessee and Lessee shall, at Lessee's sole expense, make the accessibility alterations. Lessee shall have the right to contest any such codes or requirements for reasonable grounds, by ordinary and proper procedures.

D. *Materials.* Lessee shall furnish all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the improvements or additions. Lessee shall construct, build, and complete the improvement and additions in a good, substantial and workmanlike manner in accordance with this Lease, Lessor's consent, the plans and specifications, and all documents executed pursuant thereto.

E. *Construction Contract.* Subject to the provisions of this Lease, Lessee shall have sole control of the selection of construction professionals, construction means and methods and the final decision regarding operation of the improvements and additions. Prior to commencing construction, Lessee shall deliver to the Lessor a copy of any Construction Contract executed by and between Lessee and a general contractor for Property additions or construction of improvements of the Facilities.

F. *Ownership of Improvements at Termination of Lease.* Not later than the last day of the term of this Lease, Lessee shall, at Lessee's expense, remove all of Lessee's personal property. Those additions and improvements made by Lessee which are so attached to the Property that they cannot be removed without material injury to the Property shall become property of the Lessor. Lessee hereby agrees that title in any remaining additions and improvements shall vest with Lessor immediately upon termination of the Lease and that Lessee shall surrender the Property, additions, and improvements in good order, repair, and condition.

8. **UTILITIES AND OTHER SERVICES SERVING PROPERTY.** Lessee shall pay all charges for water, electricity, natural gas, garbage, and telephone service (“utilities”) installed on the Property and for services used in and about the Property during the term of the Lease. All utility charges shall be paid by Lessee directly to the utility company or municipality furnishing the equipment or service and shall not become delinquent.
9. **CONDITION, REPAIR, AND MAINTENANCE.** Lessee will maintain the Property and keep all additions and improvements located on the Property in a safe, clean, neat and sanitary condition, attractive in appearance. Lessee shall perform routine maintenance on the Property and any additions or improvements.
10. **ACCUMULATION OF WASTE OR REFUSE MATTER.** Lessee shall not permit the accumulation of waste or refuse matter on the Property.
11. **ASSIGNMENT OR SUBLEASE.** Lessee shall not, without first obtaining the written consent of Lessor, assign this Lease, in whole or in part, or sublet the Property or any part thereof.
12. **ENCUMBRANCE AND LIENS PROHIBITED.** Lessee shall keep the Property at all times free and clear of all liens and encumbrances of every kind whatsoever. Lessee shall not encumber the property, through deed of trust, mortgage or otherwise. Lessee may mortgage or encumber any additions or improvements Lessee places on the Property in accordance with this Lease, so long as the debt is against the improvement only and the terms of the debt recognize that any right

or remedy is subject to Lessor's superior claim, right, title, and interest in the Property. Such encumbrance or lien shall be filed and recorded with the Walker County Register of Deeds or other appropriate governmental authority.

13. **TAXES.** Lessor and Lessee are both tax exempt entities. In the event Lessee's use of the Property results in property, income, or other taxes levied or assessed against the Property or operation, Lessee shall be solely responsible and liable for payment of any such taxes.
14. **MEMORANDUM RECITALS.** Neither Lessor nor Lessee shall file this Lease for record in the Office of the County Clerk of Walker County, or in any public place without the written consent of the other. In lieu thereof, the parties agree to execute in recordable form a memorandum of this Lease in the form of Exhibit "B" attached hereto. Such memorandum shall be filed for record in the Office of the County Clerk of Walker County.
15. **INDEMNIFICATION.** Lessee indemnifies and holds Lessor harmless from and against any and all claims, demands, costs, attorney's fees, expenses or judgments that may arise or that Lessor may suffer in connection with this Lease and Lessor's use of Property. Lessor shall not be liable for any damage to either persons or property sustained by Lessee or other persons caused by any act or omission of Lessee, its directors, officers, employees, occupants, guests, licensees or invitees of Lessee.
16. **INSURANCE.** Lessee shall, at Lessee's own expense procure and maintain, with respect to the Property, commercial general liability insurance policy issued by a company or companies qualified, permitted or admitted to do business in the State of Texas, and rated A+ or better by A.M. Best Company, Inc. The policy shall be primary and cover property damage, bodily injury or death in an amount not less than \$3 million per occurrence. Lessee agrees that Lessor shall be named on the Commercial General Liability as additional insured and Lessee shall provide Lessor with Certificate of Insurance evidencing the insurance at the time the policies are required to be obtained. Lessee shall advise Lessor of any change in insurance and provide a new Certificate of Insurance evidencing the change within five (5) University business days of such change.
17. **DEFAULT AND REMEDIES.** The Lease is subject to Lessee's performance of covenants and conditions stated herein.
  - A. *Events of Default.* Any one of the following events shall be deemed to be an "Event of Default" by Lessee under this Lease.
    - i. Lessee fails to pay rent and such failure is not cured within thirty (30) days of receipt of written notice from Lessor of such failure,

- ii. Lessee fails to perform any other covenant, condition or agreement to be performed by Lessee under the terms and provisions of this Lease, including uses of the property that conflict with Paragraph 4 of this Agreement, and such failure is not be cured within thirty (30) days of receipt of written notice from Lessor of such failure,
  - iii. Lessee's creation of a lien or encumbrance against the property,
  - iv. Liquidation, termination, insolvency, or dissolution of Lessee, or
  - v. Lessee abandonment of Property.
- B. In the Event of Default, Lessor may
- i. Terminate the lease, reenter the Property, and occupy the Property.
  - ii. Pursue all legal and equitable remedies to which Lessor may be entitled under the law.
- C. NonWaiver. No waiver by the parties of any default of breach of any condition or covenant of this Lease shall be deemed to be waiver of any other breach of the same or any other condition or covenant of the Lease.

**18. CONDEMNATION OF ENTIRE PROPERTY.** Upon the permanent taking or condemnation of the Property, this Lease shall terminate as of the date of the taking or condemnation and both Lessee and Lessor shall be released from any liability accruing from this Lease.

**19. NOTICES.** Notices or communications to Lessor or Lessee required or appropriate under this Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, and addressed as provided below. The parties may designate alternate or additional individuals and addresses for notice by giving the other party written notice of same.

If to LESSOR:

Sam Houston State University  
Vice President of Finance and Operations  
1806 Avenue J  
Huntsville, Texas 77340

If to LESSEE:

H.E.A.R.T.S. Veterans Museum of Texas  
463 State Highway 75N  
Huntsville, TX 77320

- 20. **ENTIRE AGREEMENT.** This Lease, together with the exhibits attached hereto, contains the final and entire agreement between the parties and contains all of the conditions and covenants agreed upon, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the parties.
- 21. **AMENDMENT.** No amendment, modification, or alteration of the terms of this Lease shall be binding unless the amendment is in writing and executed by both parties.
- 22. **SUBJECT TO BOARD OF REGENTS APPROVAL.** Lessee expressly acknowledges the validity and enforceability of this Lease is contingent upon acceptance of the contractual terms by the Texas State University System Board of Regents.

**IN WITNESS WHEREOF**, Lessor and Lessee duly execute this Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

**LESSOR: TEXAS STATE UNIVERSITY SYSTEM**

Examined and Recommended:

President, Dr. Dana G. Hoyt	Date
Chancellor, Dr. Brian McCall	Date

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
 The Honorable Donna N. Williams  
 Chairman of the Board

**LESSEE: H.E.A.R.T.S. VETERANS MUSEUM OF TEXAS**

Richard Harris  
President, H.E.A.R.T.S. Veterans  
Museum of Texas

Date

APPROVED by the H.E.A.R.T.S. Veterans Museum Board

Chairman of the Board

## Exhibit A

**MOORER & WOODS, INC.**  
Registered Professional Land Surveyors  
Huntsville, Texas 77340

THE STATE OF TEXAS §

COUNTY OF WALKER §

I, J.S. Moorer, Registered Professional Land Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract or parcel of land located in Walker County, Texas. Coordinates, bearings and linear units herein are referred to the Texas Coordinate System of 1983, Central Zone, and based on the position of National Geodetic Survey Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 meters and E= 1,154,289.433 meters. Distances herein are U. S. Survey Feet in "Grid" units and may be converted to "Surface" by dividing by a Combined Scale Factor of 0.99988.

Being 5.91 acres of land, situated in the City of Huntsville, PLEASANT GRAY LEAGUE, Abstract No. 24, Walker County, Texas, and being out of and a part of a called 78.823 acre tract described in a Deed from the Texas Board of Criminal Justice to the Board of Regents of the Texas State University System for the use and benefit of Sam Houston State University (hereinafter called SHSU) dated August 28, 2013 and recorded in Volume 1093, page 301, Official Public Records of Walker County, Texas, said 5.91 acres being more definitely described by metes and bounds as follows:

**BEGINNING** at the most westerly northwest corner of said SHSU called 78.823 acre tract and the southwest corner of a called 5.00 acre tract described in a Deed from the I.E.A.R.T.S. Veterans Museum of Texas to Walker County dated November 15, 2006 and recorded in Volume 781, page 716, Official Public Records, said corner being in the east line of a called 10.01 acre tract described in a Deed from Walker County to the Texas Prison Museum, Inc. dated July 16, 2001 and recorded in Volume 466, page 755, Official Public Records, found a 5/8" iron rod with plastic cap having coordinates of N= 10,263,089.72 feet and E= 3,788,133.66 feet for corner;

THENCE S 83°07'09"E, with the common boundary of said SHSU tract and said Walker County 5.00 acres, a distance of 659.95 feet to a 5/8" iron rod found at a fence corner post for an interior corner of said SHSU tract and the southeast corner of said Walker County 5.00 acres;

THENCE S 06°51'42"W, within said SHSU 78.823 acres, at 183.53 feet pass a 5/8" iron rod with plastic cap set for reference, continuing for a total distance of 213.53 feet to a point in the center of a creek for the southeast corner of the 5.91 acre tract herein described;

THENCE westerly, with the meanders of the center of said creek, as follows:

(1) S 75°51'42"W, a distance of 247.96 feet; (2) S 87°24'48"W, a distance of 80.58 feet;  
(3) S 67°52'52"W, a distance of 75.71 feet; (4) N 74°03'05"W, a distance of 32.88 feet;  
(5) S 79°41'51"W, a distance of 246.97 feet; (6) N 89°08'47"W, a distance of 55.73 feet;  
(7) S 65°34'45"W, a distance of 61.83 feet; and (8) S 87°54'16"W, a distance of 50.50 feet to a concrete monument with Texas Dept. of Transportation (TxDOT) brass cap found in said creek for the most southerly east corner of a called 2.744 acre highway right-of-way described in an Easement from the Texas Board of Criminal Justice to the Texas Transportation Commission dated January 6, 2000 and recorded in Volume 412, page 149, Official Public Records;

THENCE S 34°50'21"W, across said SHSU 78.823 acre tract with the most southerly southeast line of said TxDOT 2.744 acre Easement, a distance of 20.45 feet to a 5/8" iron rod with plastic cap set for corner in a southwest line of said SHSU 78.823 acres and a northeast right-of-way line of Interstate Highway No. 45;

THENCE N 55°09'39"W, with a southwest line of said SHSU 78.823 acres, a southwest line of said TxDOT 2.744 acre Easement and a northeast right-of-way line of Interstate Highway No. 45, a distance of 48.17 feet to a 1/2" iron rod with plastic cap stamped "RPLS 4066" found for the west or southwest corner of said SHSU tract;

THENCE N 29°52'19"E, with the most southerly northwest or west line of said SHSU 78.823 acres, at approximately 20.58 feet pass the most southerly northeast line of said TxDOT 2.744 acre Easement and the south corner of said Texas Prison Museum 10.01 acres, continuing with the common boundary of said SHSU and Texas Prison Museum tracts for a total distance of 501.36 feet to the **POINT OF BEGINNING** and containing 5.91 acres of land.

Surveyed in February 2014.

NOTES:

- (1) Unless otherwise noted, plastic caps referenced herein are 1-3/4" diameter, orange or blue in color and stamped "J.S. Moorer, R.P.L.S. No. 1572."

Signed



J.S. Moorer

Reg. Prof. Land Surveyor No. 1572

e:\jobs14\14007\14007-fns.doc



EXHIBIT "B"  
MEMORANDUM OF LEASE FOR PURPOSES OF RECORDING

**THE STATE OF TEXAS       §**  
**§       KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF WALKER       §**

This Memorandum of Lease (this "Memorandum") is entered into between TEXAS STATE UNIVERSITY SYSTEM on behalf of SAM HOUSTON STATE UNIVERSITY of 1806 Avenue J, Huntsville, Texas 77340 ("*Lessor*"), and the H.E.A.R.T.S. Veterans Museum of Texas of 463 State Highway 75N, Huntsville, TX 77320 ("*Lessee*").

RECITALS

Whereas, Lessor and Lessee have entered into a Ground Lease Agreement effective \_\_\_\_\_, \_\_\_\_\_, (the "Lease"), whereby Lessor demises, leases and lets unto Lessee, and Lessee leases from Lessor, the Property (as defined in the Lease), including real property described on Exhibit "A" attached hereto and incorporated herein (the "Property"), and

Whereas, Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the Lease.

LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the Lease:

1. The term of the Lease commenced on September 1, 2014 and shall continue until August 31, 2034, unless sooner terminated as provided in the Lease.
2. Any third party entering into the contract with Lessee for construction of improvements on the Property, or any other party claiming under said third party, is hereby on notice that Lessor shall not have any liability for satisfaction of any claims or any nature in any way arising out of such contracts.
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

LESSOR:

Sam Houston State University  
Vice President of Finance and Operations  
1806 Avenue J  
Huntsville, Texas 77340  
Fax:

LESSEE:

H.E.A.R.T.S. Veterans Museum of Texas  
463 State Highway 75N  
Huntsville, TX 77320

This Memorandum is executed for the purpose of recordation in the public records of Walker County, Texas in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit, or modify the Lease. All of the terms, conditions, provisions, and covenants for the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Examined and Recommended:

\_\_\_\_\_  
President, Dr. Dana G. Hoyt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor, Dr. Brian McCall

\_\_\_\_\_  
Date

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
The Honorable Donna N. Williams  
Chairman of the Board



## Exhibit A

**MOORER & WOODS, INC.**  
Registered Professional Land Surveyors  
Huntsville, Texas 77340

THE STATE OF TEXAS §

COUNTY OF WALKER §

I, J.S. Moorer, Registered Professional Land Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract or parcel of land located in Walker County, Texas. Coordinates, bearings and linear units herein are referred to the Texas Coordinate System of 1983, Central Zone, and based on the position of National Geodetic Survey Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 meters and E= 1,154,289.433 meters. Distances herein are U. S. Survey Feet in "Grid" units and may be converted to "Surface" by dividing by a Combined Scale Factor of 0.99988.

Being 5.91 acres of land, situated in the City of Huntsville, PLEASANT GRAY LEAGUE, Abstract No. 24, Walker County, Texas, and being out of and a part of a called 78.823 acre tract described in a Deed from the Texas Board of Criminal Justice to the Board of Regents of the Texas State University System for the use and benefit of Sam Houston State University (hereinafter called SHSU) dated August 28, 2013 and recorded in Volume 1093, page 301, Official Public Records of Walker County, Texas, said 5.91 acres being more definitely described by metes and bounds as follows:

**BEGINNING** at the most westerly northwest corner of said SHSU called 78.823 acre tract and the southwest corner of a called 5.00 acre tract described in a Deed from the I.E.A.R.T.S. Veterans Museum of Texas to Walker County dated November 15, 2006 and recorded in Volume 781, page 716, Official Public Records, said corner being in the east line of a called 10.01 acre tract described in a Deed from Walker County to the Texas Prison Museum, Inc. dated July 16, 2001 and recorded in Volume 466, page 755, Official Public Records, found a 5/8" iron rod with plastic cap having coordinates of N= 10,263,089.72 feet and E= 3,788,133.66 feet for corner;

THENCE S 83°07'09"E, with the common boundary of said SHSU tract and said Walker County 5.00 acres, a distance of 659.95 feet to a 5/8" iron rod found at a fence corner post for an interior corner of said SHSU tract and the southeast corner of said Walker County 5.00 acres;

THENCE S 06°51'42"W, within said SHSU 78.823 acres, at 183.53 feet pass a 5/8" iron rod with plastic cap set for reference, continuing for a total distance of 213.53 feet to a point in the center of a creek for the southeast corner of the 5.91 acre tract herein described;

THENCE westerly, with the meanders of the center of said creek, as follows:

(1) S 75°51'42"W, a distance of 247.96 feet; (2) S 87°24'48"W, a distance of 80.58 feet;  
(3) S 67°52'52"W, a distance of 75.71 feet; (4) N 74°03'05"W, a distance of 32.88 feet;  
(5) S 79°41'51"W, a distance of 246.97 feet; (6) N 89°08'47"W, a distance of 55.73 feet;  
(7) S 65°34'45"W, a distance of 61.83 feet; and (8) S 87°54'16"W, a distance of 50.50 feet to a concrete monument with Texas Dept. of Transportation (TxDOT) brass cap found in said creek for the most southerly east corner of a called 2.744 acre highway right-of-way described in an Easement from the Texas Board of Criminal Justice to the Texas Transportation Commission dated January 6, 2000 and recorded in Volume 412, page 149, Official Public Records;

THENCE S 34°50'21"W, across said SHSU 78.823 acre tract with the most southerly southeast line of said TxDOT 2.744 acre Easement, a distance of 20.45 feet to a 5/8" iron rod with plastic cap set for corner in a southwest line of said SHSU 78.823 acres and a northeast right-of-way line of Interstate Highway No. 45;

THENCE N 55°09'39"W, with a southwest line of said SHSU 78.823 acres, a southwest line of said TxDOT 2.744 acre Easement and a northeast right-of-way line of Interstate Highway No. 45, a distance of 48.17 feet to a 1/2" iron rod with plastic cap stamped "RPLS 4066" found for the west or southwest corner of said SHSU tract;

THENCE N 29°52'19"E, with the most southerly northwest or west line of said SHSU 78.823 acres, at approximately 20.58 feet pass the most southerly northeast line of said TxDOT 2.744 acre Easement and the south corner of said Texas Prison Museum 10.01 acres, continuing with the common boundary of said SHSU and Texas Prison Museum tracts for a total distance of 501.36 feet to the **POINT OF BEGINNING** and containing 5.91 acres of land.

Surveyed in February 2014.

NOTES:

- (1) Unless otherwise noted, plastic caps referenced herein are 1-3/4" diameter, orange or blue in color and stamped "J.S. Moorer, R.P.L.S. No. 1572."

Signed



J.S. Moorer

Reg. Prof. Land Surveyor No. 1572

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**SRSU: Donation of Lease for Sustainable Ranch Management Program and Land Restoration Research**

Upon Motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The President of Sul Ross State University be authorized to accept the donation of a lease of real property located in Brewster County, Texas (approximately 68,800 + or - acres) for use to implement an undergraduate program in sustainable ranch management and to conduct research on land restoration.

**Explanation**

Sul Ross State University has been offered the use of land owned by Lykes Bros. Inc. properties for the purpose of an undergraduate program focused on the education of students in sustainable use of natural resources through ranch management including knowledge of an understanding of management of soils, water, energy, nutrients, vegetation, livestock, ranch infrastructure, business, and decision making. Research of land restoration will also be conducted with a focus on ways to reduce soil erosion, restore native vegetation, and determine sustainable uses. The Department of Natural Resource Management of Sul Ross State University has been involved with educational activities in ranch management and land restoration that would benefit from having a field evaluation site. The University has obtained some funding and is seeking further funding for the project. In discussions with Lykes Bros. Inc. (LBI), the property owner wishes to donate a five-year lease for the use of approximately 68,800 acres. Supervised educational activities related to the ranch management program will include the repair and maintenance of the ranch infrastructure, management of livestock, rotation of livestock, installation of ranch improvements, application for farm bill programs, wildlife monitoring, and records keeping. Potential related work conducted by the University for land restoration research will include monitoring previous and new restoration treatments, monitoring and modification of dirt tanks, invasive species removal, soil modifications, and installation of alternative restoration techniques. The lease document has been reviewed and approved by the Vice Chancellor and General Counsel.

## **SURFACE LEASE**

**WHEREAS**, Lykes Bros. Inc. (“LBI”), a Florida corporation, with its offices and principal place of business at 400 North Tampa Street, Tampa, Florida 33602, owns real property located in Brewster County and Presidio County, Texas known as the 02 Ranch and in part described on Exhibit “A” attached hereto and made a part hereof for all purposes; and

**WHEREAS**, Sul Ross State University and its affiliated Department of Natural Resource Management (collectively “the University”) with an address of Sul Ross State University, Box C-16, Alpine, TX 79832, wish to: 1) implement an undergraduate program in sustainable ranch management and 2) conduct research on land restoration (in combination referred to as “the Project”) on the premises described on Exhibit “A” (“the Premises”). The undergraduate program will be focused on the education of students in sustainable use of natural resources through ranch management including knowledge of and understanding of the management of soils, water, energy, nutrients, vegetation, livestock, ranch infrastructure, business, and decision making. The land restoration project will be focused on research designed to reduce soil erosion, restore native vegetation and determine sustainable uses. Proposals for funding both endeavors will be submitted to

funding agencies in the future. Potential activities associated with the land restoration project are described on Exhibit “B” attached hereto and made a part hereof for all purposes; and the University, being an educational institution, wishes to use the Premises to further the education of its students in the sustainable ranch management program, and has submitted a list of educational activities that may be conducted on the Premises by the Department of Natural Resource Management, a copy of which is attached hereto and made a part hereof for all purposes as Exhibit “C”; and

**WHEREAS**, the University is currently seeking funding for the Project and LBI wishes to assist the University in its studies by donating the use of the Premises for the Project as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings set forth herein, the University and LBI agree as follows:

**A. THE UNIVERSITY**

1. The University certifies that it is a tax-exempt educational institution.
2. The University may perform the work and activities as described on Exhibits “B” and “C” attached hereto. The purpose and scope of the Project are subject to modification only with LBI's prior written approval.
3. The University’s work on the Project shall commence on the date of execution of this document and cease on August 31, 2019.

4. The University shall acknowledge LBI as the property owner in all media communications, public announcements and printed materials relating to the Project. A copy of all such printed materials shall be furnished to LBI for its records.

5. The University shall comply with all applicable Federal, State and local laws, regulations and ordinances while on the Premises.

6. The University shall coordinate all access to the Premises to conduct the Project through the General Manager of the 02 Ranch, as identified by LBI, and the Project shall not harm, damage or interfere with any of LBI's operations being conducted on the Premises by LBI, by any lessees or others authorized by LBI.

7. The University shall assume responsibility for any personal injury, property damage or death caused by its negligence or any negligence of others that, by law, may be attributed to the University. The University shall defend and hold harmless LBI and its officers, directors, agents and employees from any liability, loss, injury, damage, claim or expense that may be incurred by LBI or claimed by any third person as a direct or indirect result of the Project, or any action or non-action taken by the University or LBI relating to the Project. The University shall require that all persons it permits to enter upon the 02 Ranch (Permitted Persons) will sign and date the attached Waiver, Release and Indemnification form attached

hereto as Exhibit “D”, and provide a copy of each to the General Manager of the 02 Ranch.

8. The University shall keep, purchase, and maintain in effect the following insurance coverage:

(a) Workers’ compensation coverage as required by Texas law.

The University shall not commence work on the Project until such time as it has provided LBI with certification of such insurance coverages as required under this Lease. Further, in the event of any disruption, suspension or modification of any of the University's insurance coverages hereunder, the University agrees to immediately notify LBI of such disruption, suspension or modification and to immediately cease all work on the Project until such time as the insurance coverages required hereunder are obtained and LBI has advised the University to return to work on the Project.

9. The University certifies that its signatory parties have been duly authorized to execute this Surface Lease on behalf of the University and to obligate the University to the terms and conditions set forth herein.

10. The University understands and agrees that nothing contained in this Lease gives the University any interest in or ownership of the Premises or any rights to any minerals, oil, gas, or any other subsurface rights in and to the Premises, and the privileges granted herein to the University are subject and

subordinate to the right of LBI to the use of the Premises and the right of LBI to lease the Premises for any purpose that does not interfere with the Project.

11. The University shall make no permanent improvements on the Premises, except for any item that is specifically approved in writing in advance by LBI, and that relates directly to items as described in Exhibit “B” and “C” hereto.

12. The University shall not damage improvements on the Premises, but should damage occur, the University at its expense shall repair all gates, fences, roads, structures or other improvements damaged by the University.

13. In the event that LBI enters into a contract for sale of all or any part of the Premises or in the event of leasing of the entire Premises, LBI shall have the right to terminate this Lease upon sixty (60) days prior written notice to the University.

14. The University shall not bring upon the Premises or possess thereon or make, produce or discharge thereon any hazardous or toxic materials, wastes or substances as such terms are defined in the Resource Conservation and Recovery Act (RECRA) (PL 94-590, 90 Stat. 2796 [1976] and amendments thereto, the Clean Water Act of 1972 (33 USC 1321 [f]) and subsequent amendments thereto, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (PL 96-510, 94 Stat. 27, 67 [1980] and subsequent amendments thereto, the rules and regulations of the United States Environmental Protection Agency

promulgated thereunder, and the rules and regulations of the State of Texas; and shall not bring upon or leave upon the Premises any containers, receptacles or the like containing such wastes, substances or materials, or such other offensive items, including but not limited to waste oil, oil filters, fuel cans or drums, tires, batteries, food and drink containers. The University shall not make any offensive or unlawful use of the Premises, including, but not limited to the dumping of any garbage or trash on the Premises or disposing of or leaving on the Premises containers that have held chemicals of any kind or nature. The University's obligation to cure any breach of the terms of this paragraph shall survive the expiration or termination of this Lease.

**B. LBI**

1. LBI shall allow the University's agents, employees and Permitted Persons to enter the Premises for the purpose of conducting the Project and for educational activities described in Exhibits "B" and "C" attached hereto.

2. LBI shall allow any entity funding the Project to enter the Premises for the purpose of site inspections relating to the Project, but only if accompanied by University personnel permitted hereunder.

3. LBI or its agents shall not damage any experimental or monitoring equipment that is installed for the Project or educational activities, but should damage occur, LBI will immediately notify Sul Ross State University, and LBI, at its expense, will replace or repair the equipment.

**C. MISCELLANEOUS**

1. **Default** If the University should fail to comply with any of the Leases, covenants or conditions of this Lease, LBI shall have the right, at its sole option, to declare this Lease in default and to send written notice of such default, in accordance with the notice provisions contained herein, to Tenant. In the event that University fails to cure or remove said default within the time period specified in the notice of default, LBI may thereupon enter and take possession of the Premises without being guilty in any manner of trespass and may terminate this Lease and recover its damages for the breach of the Lease.

2. **Notices.** Any notice or other communication required or permitted by the terms of this Lease shall be in writing and shall be effectively delivered for all purposes hereunder when personally delivered, sent by Federal Express or similar carrier, or sent by certified mail, facsimile or other electronic means with evidence of transmission, delivery or postage charges prepaid, addressed as follows:

To LBI: Charles P. Lykes, Jr., President  
Lykes Bros. Inc.  
106 S.W. CR 721  
Okeechobee, FL 34974

With Copy to: General Counsel  
Lykes Bros. Inc.  
400 North Tampa Street  
Suite 2200  
Tampa, FL 33606

To University: William Kibler  
President, Sul Ross State University  
Box C-114  
Alpine, TX 79832

With Copy to: Bonnie J. Warnock  
Natural Resource Management  
Sul Ross State University  
P.O. Box C-16  
Alpine, Texas 79832

With Copy to: Fernando Gomez  
Texas State University System  
Thomas J. Rusk Building, Suite 600  
200 E. 10<sup>th</sup> Street  
Austin, Texas 78701-2407

3. **LBI's Photography, Film and Video Policy.** The University understands and agrees that still photography, filming and digital imaging of or upon any of LBI's lands and anything contained thereon by anyone, except for employees of LBI, is permitted for private, noncommercial use only. Photographs, film and digital images cannot be published, sold, reproduced, transferred, distributed, posted on the internet, or otherwise commercially exploited in any manner whatsoever without the express written consent of LBI. Notwithstanding anything to the contrary contained herein, LBI reserves the right, at its sole discretion, to withhold or withdraw any permission granted to anyone to take photographs, film or any digital images of or upon any of LBI's lands and anything contained thereon. The University agrees to the terms of this photography, film

and video policy as a condition to its entry on the lands of LBI.

4. **LBI's Corporate Responsibility and Sustainability Policy**. As part of LBI's Corporate Responsibility and Sustainability Policy (the "Policy"), LBI is committed to having its suppliers, contractors, and others that it does business with take actions that are consistent with the Policy; therefore, in connection with this Lease, The University hereby agrees to review the Policy at [www.lykes.com](http://www.lykes.com) by accessing the About Lykes and Corporate Responsibility links and to use its best efforts to comply with the values and goals of the Policy.

3. **Governing Law**. This Lease, and the terms and conditions hereof, shall be binding upon, and inure to the benefit of the parties hereto, and their respective successors and assigns; and shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. This Lease is performable in Brewster and Presidio Counties, Texas.

4. **Litigation Costs**. The parties hereto agree that if any party is held by any court of competent jurisdiction to be in violation, breach or non-performance of any of the terms of this Lease, said party shall pay all out of pocket costs of such action or suit, and the reasonable and actual attorney's fees and costs of the other party.

5. **Assignment**. This Lease shall not be assignable by any party without the written consent of the other party hereto.

6. **Counterparts.** This Lease and all Leases entered into as part of this Lease may be executed in two or more counterparts, and any number of counterparts signed in the aggregate by all parties shall constitute a single original instrument.

7. **Facsimile Signatures.** Execution and delivery of the Lease and all Leases entered into in connection with the transaction set forth herein (the “Collateral Leases”) by delivery of a facsimile or electronic copy bearing the facsimile or electronic signature of any party hereto shall constitute a valid and binding execution and delivery of any of the Collateral Leases by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

8. **Compliance with Laws and Regulations.** The University and all Permitted Persons shall abide by all local, state and federal laws, ordinances and regulations, particularly those laws, regulations and ordinances relating to alcohol, drugs, and wildlife.

8. **Compliance with Lease.** The University shall be fully responsible and liable hereunder for the acts and omissions of both The University and all Permitted Persons.

9. **Memorandum of Lease.** Upon request by LBI, the University shall execute and acknowledge a short form Memorandum of Lease for recording, in

form prepared by LBI.

10. **Public Announcements**. No party shall make any announcements concerning the transaction contemplated hereby without the prior written approval of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SUL ROSS STATE UNIVERSITY

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

Name: Dr. William Kibler

Title: President

LYKES BROS. INC.

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

Name: Charles P. Lykes, Jr.

Title: President

Exhibit "A"

Description of the Premises to be leased, comprising 68,800 acres (+ or -).

Whirlwind Pasture – approximately 44,803 Acres

Paradise/Terlinqua Creek Trap – approximately 2,446 Acres

Sid Pasture – approximately 17,603 Acres

Horse Pasture – approximately 3,494 Acres

Paradise Trap – approximately 480 Acres

DRAFT

## Exhibit “B”

Potential land restoration activities:

One of the major research considerations in land restoration and one of the focuses of the Sustainable Water Resources for Agriculture Project is analyzing the impacts of vegetative cover management on augmenting freshwater supplies throughout the basin and the impact on water based soil erosion. Vegetative cover can have a major impact on the allocation of water resources to ground water, surface water, soil moisture, and atmospheric loss. The landscape level conversion of grasslands and savannas to woodlands or shrub lands and the increase in exotic invasive species can cause a decrease in groundwater recharge and a decrease in sustainable surface flow. Water allocations to high pulse surface flow and atmospheric loss increase with this shift in vegetation type.

Any research project would look at specific upland watersheds of Terlingua Creek, as well as riparian areas along Terlingua Creek and its tributaries.

The project would be expanding a current research project on the Terlingua Creek watershed. The main objectives of the Duff Springs project and for the expanded proposal would be to: 1) restore areas to grassland and savanna architecture through the use of grazing, shrub control, reseeding, soil stabilization, and reducing high pulse overland water flow, 2) monitor surface water flow rates in channels before, during, and after treatments and 3) monitor ground water levels before during and after treatments, and 4) monitor vegetation and wildlife communities, before, during, and after treatments.

Potential activities for research would include:

1. Monitoring of previous and new restoration treatments

2. Monitoring and modification of dirt tanks
3. Mesquite, tarbush, whitebrush and creosote removal
4. Soil modification including installation of diversions, land surface ripping, and and reseedling
5. Installation of alternative restoration techniques, such as strategic grazing, wattles and prescribed fire

DRAFT

## Exhibit “C”

Activities promoting education that may be conducted by the Department of Natural Resource Management

Field Trips

Field Labs

Seed and Plant Material Collection

Field Days in conjunction with educational meetings

Supervised student projects

Greenhouse use

Supervised educational activities related to sustainable ranch management including, but not limited to:

1. Repair and maintenance of ranch infrastructure
2. Management of livestock
3. Rotation of livestock
4. Installation of ranch improvements
5. Application for farm bill programs
6. Wildlife monitoring
7. Record keeping

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

The undersigned, herein called "Permitted Person", in consideration of being permitted to enter upon certain lands of Lykes Bros. Inc. ("LBI"), for purpose of course work conducted under Sul Ross State University (the "University") agrees as follows:

**1. ASSUMPTION OF RISK**

The Permitted Person knows and understands the scope, nature and extent of the risks involved in those activities contemplated by Permitted Person upon said premises, and voluntarily and freely chooses to incur such risks.

**2. EXEMPTION FROM LIABILITY**

The Permitted Person exempts and releases the LBI, its stockholders, directors, officers, agents, servants, and employees, from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to the Permitted Person or the Permitted Person's property while upon the premises of the LBI or while participating in any of the activities contemplated by any arrangements between Permitted Person and University.

**3. COVENANT NOT TO SUE**

The Permitted Person agrees never to institute any suit or action at law or otherwise against LBI, its stockholders, directors, officers, agents, employees, or servants, nor to initiate or assist in the prosecution of any claim for damages or cause of action which the Permitted Person, the Permitted Person's heirs, executors, or administrators hereafter may have by reason of injury to the person of the Permitted Person or to the Permitted Person's property while on the property of LBI or arising from the activities contemplated by Permitted Person.

**4. INDEMNITY AGAINST THIRD PARTY CLAIMS**

The Permitted Person will indemnify, save and hold harmless LBI, its stockholders, directors, officers, agents, servants, and employees from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Permitted Person while engaged in any activities upon LBI's property.

**5. CONTINUATION OF OBLIGATIONS**

The Permitted Person agrees and acknowledges that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which the Permitted Person participates, either directly or indirectly in any activities on LBI's property, and shall be binding upon the heirs, executors and administrators of said Permitted Person or his estate.

PERMITTED PERSON HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ ALL OF THE PROVISIONS ABOVE, FULLY UNDERSTANDS THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND HAS FREELY CHOSEN TO ACCEPT THE PROVISIONS HEREOF.

IN WITNESS WHEREOF, the parties have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Permitted Person Signature: \_\_\_\_\_

Age: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Parent (if Permitted Person is under 18): \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

**TxSt: Amendment to the University Shuttle Service Agreement**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Texas State University be authorized to execute an amendment to the shuttle service agreement with Transdev Services, Incorporated (formerly Veolia Transportation, Incorporated), and that the Vice President for Finance and Support Services be authorized to sign the amendment as reviewed by the Vice Chancellor and General Counsel.

**Explanation**

Texas State University received approval from The Texas State University System Board of Regents for the University's Vice President for Finance and Support Services to execute a shuttle service agreement with Transdev Services, Incorporated (formerly Veolia Transportation, Incorporated) in May 2013. A copy of the original agreement is included with this motion. The agreement is for a period of seven years, beginning August 9, 2014, with an option to renew for an additional three-year term. The yearly total scheduled service hours are estimated to be 60,000 for a potential total seven-year contract of \$38,375,400. Since the signing of the agreement, Texas State staff have been working with Transdev's scheduling team and have concluded there may come a time over the life of the agreement to add buses for the purpose of providing additional service hours. However, the original agreement does not address adding buses and consequently does not address a service hour rate if buses are added by either Transdev or Texas State.

Any buses added to the fleet under this amendment will be covered by the same rate per hour of service as stated in the original agreement plus any reimbursements or less any deductions specified in the original Scope of Work. Should Transdev purchase the buses there will be an additional monthly supplemental payment which will be calculated by amortizing the cost of the additional buses over the remaining number of months in the agreement. Based on historical growth patterns, we estimate a maximum of 5 buses could be added to the fleet over the life of the contract bringing the yearly total scheduled services hours to 69,000 for a potential additional cost of \$3,857,000.

Texas State seeks authorization to amend the agreement to add language allowing for the addition of buses over the life of the agreement. A copy of the proposed agreement amendment is attached to this motion and has been reviewed and approved by the Office of the Vice Chancellor and General Counsel.

## AMENDMENT TO THE UNIVERSITY SHUTTLE SERVICE AGREEMENT

This is an amendment to the University Shuttle Service Agreement effective August 9, 2014, between Texas State University and Transdev Services, Incorporated (formerly Veolia Transportation Services, Incorporated). In this amendment Texas State University is referred to as "University," Transdev Services, Inc. is referred to as "Contractor" and the original Agreement is referred to as "the Agreement."

### 1. Amendments Specified

- 1.01 The parties agree that Section 5, 5.01 is amended to add the italicized wording as follows:

Contractor shall be compensated for Scheduled Service Hours operated by Contractor multiplied by the applicable Service Hour Rate set forth in Contractor's Best and Final Offer (BAFO) Pricing and Delivery Proposal dated April 15, 2013 (*Price Proposal*), plus any reimbursements as specified in the Scope of Work and less any deductions as specified in the Scope of Work. Contractor shall be compensated the Additional Service Hour cost set forth in Contractor's BAFO for each hour over 60,000 scheduled service hours but under 69,000 service hours.

- 1.02 The parties agree that Section 5, 5.01 is amended by adding the following paragraph to read as follows:

Additional buses may be added to this contract at the request of the University. For service operated using additional buses supplied by the University, Contractor shall be compensated at the University supplied bus rate specified the Price Proposal plus any reimbursements as specified in the Scope of Work and less any deductions as specified in the Scope of Work. For service operated using additional buses supplied by Contractor, Contractor shall be compensated at the Contractor supplied bus rate specified in the Price Proposal plus any reimbursements as specified in the Scope of Work and less any deductions as specified in the Scope of Work. (Services over 60,000 scheduled service hours, but under 69,000 service hours shall be compensated at the applicable Additional Service Hour Rate). In addition, the University shall pay Contractor a monthly supplemental payment for each additional bus supplied by Contractor. The monthly supplemental payment shall be equal to the additional monthly cost of said additional bus; which shall be calculated by amortizing the cost of the additional bus over the number of months remaining in the contract at the time the bus is added to service and subtracting from this amount, the monthly amortized cost of a contractor supplied bus as presented in Contractor's Price Proposal.

## 2. Ratification

2.01 The parties ratify and affirm all other provisions of the Agreement as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

### **CONTRACTOR**

---

Kenneth P. Westbrook  
President and Chief Operation Officer  
Transdev Services, Inc.

### **UNIVERSITY**

---

William A. Nance  
Vice President for Finance and Support Services  
Texas State University

APPROVED by the Board of Regents on \_\_\_\_\_, at Austin, Texas.

AGREEMENT BETWEEN  
TEXAS STATE UNIVERSITY-SAN MARCOS  
AND VEOLIA TRANSPORTATION SERVICES, INC.

This Agreement to provide University Shuttle Service (“Work”) is made and entered into effective as of August 9, 2014 (“Effective Date”), by and between Texas State University-San Marcos (“University”), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Veolia Transportation Services, Inc. (“Contractor”).

In consideration of the mutual promises and covenants contained in the Agreement, University and Contractor agree as follows:

1. **TERM** – The initial term of this Agreement will begin on the Effective Date for seven (7) years through the last graduation day in August 2021. University will have the option to renew this Agreement for one (1) additional three (3) year term.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for shuttle service, attached and incorporated for all purposes.
3. **PERMITS AND LICENSES** – Contractor agrees to obtain and keep in effect all necessary permits, licenses and notices required for its performance under this Agreement, and will post or display in a prominent place the permits, licenses and notices as required by Applicable Laws.
4. **STANDARD OF PERFORMANCE** – Contractor agrees to use its best efforts, skill, diligence, judgment, and abilities to perform the Shuttle Services in accordance with the standards specified in this Agreement, **ATTACHMENT A, Scope of Work**, the highest standards of Contractor's business, and all Applicable Laws.
5. **PAYMENT TERMS** – University will pay for Work performed under this agreement in accordance with Texas Government Code; section 2251 “Prompt Payment”.
  - 5.1 Contractor shall be compensated for Scheduled Service Hours operated by Contractor multiplied by the applicable Service Hour Rate set forth in Contractor’s Best and Final Offer (BAFO) Pricing and Delivery Proposal dated April 15, 2013, plus any reimbursements as specified in the Scope of Work and less any deductions as specified in the Scope of Work. Contractor shall be compensated the Additional Service Hour cost set forth in Contractor’s BAFO for each hour over 60,000 scheduled service hours but under 69,000 service hours.
  - 5.2 The amount due to Contractor will be paid upon receipt of an invoice that details the date of service, describes the Work performed, and provides supporting documentation relating to the Work. The Contractor must sign the invoice and submit it once per month to the office of Transportation Services.
  - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.
  - 5.4 Within ten (10) calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) (“Final Invoice(s)”) to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and

upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
    - 5.5.1 Contractor is in breach or default under this Agreement; or
    - 5.5.2 Any part of the payment is attributable to Work which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work which is performed in accordance with this Agreement.
  - 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
  - 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
  - 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
  7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
  8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry,

and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:

8.1 Workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code, §406.096; and

8.2 Commercial General Liability Insurance limits of not less than:

Bodily Injuries (including accidental death)	\$500,000
Per Occurrence	\$500,000
Property Damage	\$300,000

8.3 Commercial Automobile Liability insurance required by law for a motor carrier for hire in the State of Texas of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$5,000,000
Property Damage	\$300,000

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rate A- or better by A.M. Best Company or otherwise acceptable to the University.

8.4 The Texas State University System (TSUS), TSUS Regents, and Texas State University-San Marcos added as additional insured with respect to the University's interests. The additional insured status must cover completed operations as well. This is not applicable to the workers' compensation policy.

The workers' compensation and General Liability policies will provide a waiver of subrogation in favor of the University.

8.5 Contractor will deliver to University:

8.5.1 Evidence, satisfactory to University, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

8.5.2 Additional evidence, satisfactory to University, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation, will name and the evidence will reflect University as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days unconditional written notice to University.

8.6 The insurance policies required in this Agreement will be kept in force for the periods specified below:

8.6.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and

8.6.2 Workers' Compensation Insurance and Owner's Protective Liability Insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

9. **ACCESS TO UNIVERSITY FACILITIES** – Contractor and its employees, permitted subcontractors and agents may access only the Areas and those University facilities that are necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other University facilities. Contractor and its Employees, permitted Subcontractors and Agents will not use any University equipment including computers, printers, typewriters, radios, televisions, telephones, desks, chairs, or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on University's premises.
10. **PRESENCE ON UNIVERSITY PREMISES** – Contractor agrees that it will ensure that all of its Employees, Subcontractors and Agents whose duties bring them upon University's premises will obey the rules and regulations that are established by University and will comply with reasonable directions University's representatives may give to Contractor.

Contractor is responsible for acts of its Employees, Subcontractors and Agents while on University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on University's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its Employees, Subcontractors and Agents. Contractor will promptly repair, in accordance with the specifications of University, any damage that it, or of its Employees, Subcontractors and Agents, may cause to University's premises or equipment. On Contractor's failure to do so, University may repair the damage and Contractor will reimburse University promptly for any and all reasonable expenses incurred in connection with the repair. At its option, University may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

11. **EMERGENCY PLANS, SECURITY BREACHES AND CRIMINAL ACTIVITY** - In cooperation with appropriate University officials; Contractor will develop a plan that is acceptable to University for emergency procedures in the case of fire, theft, and/or other emergencies. Contractor will submit such plan to University Representative for approval within sixty (60) days of the Effective Date. Contractor will maintain 24-hour availability of a responsible Contractor employee with decision-making authority to be contacted in case of an emergency. Contractor will make available to University Representative and University Police Department at all times an up-to-date schedule with the name and telephone number of Contractor's emergency contact employee, or his or her substitute. Contractor will also provide the University with a copy of its Emergency Preparedness Plan within sixty (60) days of the Effective Date.

In addition, Contractor will immediately notify University of any breach or possible breach of physical or technological security related to the Services, any crime committed by Contractor's employees, agents, subcontractors or representatives on University premises or when providing Services, or any crime at any Food Service Location, including but not limited to the immediate notification of the loss of any keys or access control cards. Contractor shall ensure that all personnel that have any contract with students have undergone a sexual offender and criminal background check.

12. **DEFAULT AND TERMINATION** – In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, University may terminate this Agreement at any

time upon giving fifteen (15) days advance written notice to Contractor.

- 12.1 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, University has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that University may have at law or in equity.
  - 12.2 Either Party, without cause, may, terminate this Agreement at any time upon giving ninety (90) calendar days advance written notice unless agreed in writing otherwise by the parties. Upon termination pursuant to this Section, Contractor is entitled to payment of an amount that will compensate Contractor for Work satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement. University is not required to reimburse Contractor for any Work performed or expenses incurred after the termination date.
  - 12.3 Termination under this Section does not relieve Contractor or any of its employees, subcontractors or agents from liability for violations of this Agreement or any other act or omission of Contractor.
  - 12.4 University is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.
13. **INDEMNIFICATION – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**
14. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION –** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the

Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

- 14.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 14.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 14.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Agreement.
- 14.4 **Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Work or the engagement of Contractor as an independent contractor of University in connection with the Work, or release any information relative to the Work for publication, advertisement or any other purpose without the prior written approval of University.
- 14.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- 14.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has

breached any of the restrictions or obligations set forth in this Agreement, University may immediately terminate this Agreement without notice or opportunity to cure.

- 14.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
15. **COMPLIANCE WITH LAW** – Contractor is aware of, fully informed about and in full compliance with its obligations with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
16. **COMPLIANCE WITH UNIVERSITY POLICIES** – Contractor agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:
- a. On-campus driving and parking;
  - b. Prohibition on smoking or tobacco use;
  - c. Fire safety;
  - d. Hazardous Materials;
  - e. Drug-free workplace;
  - f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation; and,
  - g. Prohibition of weapons.

All University Policies and Procedures Statements may be viewed at <http://www.txstate.edu/effective/upps/>. The Texas State University System Rules and Regulations may be viewed at <http://www.tsus.edu/about/policies.html>.

17. **UNDOCUMENTED WORKERS** – The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form 1-9 Employment Eligibility Verification Form ("**1-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the 1-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the 1-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the 1-9

Form, and complete the certification portion of the 1-9 Form; and (4) retain the 1-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

18. **EQUAL OPPORTUNITY** – Pursuant to Applicable Laws, Contractor represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.
19. **TAXES** – Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.
20. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty (30) days after the termination date.
21. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as “works for hire.” Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY’S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY’S AUTHORIZED REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

22. **PATENT, TRADEMARK, COPYRIGHT, AND OTHER INFRINGEMENT CLAIMS** – Contractor shall indemnify, save and hold harmless the University from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from University’s or Contractor’s use of or acquisition of any services or other items

provided to University by Contractor or otherwise to which University has access as a result of Contractor's performance under Agreement, provided that University shall notify the Contractor of any such claim within a reasonable time of University's receipt of notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify University of such claim within five business days of such notice. No settlement of any such claim shall be made by Contractor without University's prior written approval. Contractor shall reimburse University for any claims, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of University's legal counsel and shall also pay costs of multiple counsel, if required, to avoid conflicts of interest.

23. **CONTRACTOR CONFLICT** – Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or University or with any other party in the construction, maintenance or operation of University or any part thereof.
24. **ASSIGNMENT AND SUBCONTRACTING** – This Agreement is a personal service contract for the service of Contractor, except as specifically provided in Historically Underutilized Business Subcontracting Plan ("HSP"), attached, and incorporated for all purposes. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
25. **TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION** – Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
26. **ELIGIBILITY CERTIFICATIONS** – Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if these certifications are inaccurate.
27. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** – Contractor 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 Contractor has been duly authorized to act for and bind Contractor.
28. **PAYMENT OF DEBTS OR DELINQUENCY TO THE STATE OF TEXAS** – Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.

29. **FRANCHISE TAX CERTIFICATION** – If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("**Chapter 171**"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
30. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS** – If Contractor will provide services under this Agreement, Contractor covenants and agrees that, in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Contractor will purchase products and materials produced in Texas when the products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
31. **LOSS OF FUNDING** – Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**"), allocation of funds by the Board of Regents of The Texas State University System (the "**Board**"), funding availability through the student bus fee, or funding availability through a Sponsored Program Funding Agency. If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, the student bus fee, or funding is not available through a Sponsored Program Funding Agency, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
32. **LIMITATIONS** – THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
33. **ENTIRE AGREEMENT; MODIFICATIONS** – This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.
34. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

35. **WAIVERS** – No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement
36. **RIGHT TO AUDIT; INDEPENDENT AUDITS** – Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the Work as requested. Contractor's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize University and the State of Texas to assess immediately appropriate damages for such failure. Contractor acknowledges and understands that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
37. **BINDING EFFECT** – This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
38. **APPOINTMENT** – University hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for University in connection with the performance of University's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.
39. **RECORDS** – Contractor agrees that University, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to University within thirty (30) days of being notified by University of any overpayments disclosed by any audits.
40. **NOTICES** –Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University:

Vice President for Finance and Support Services

Texas State University  
601 University Drive  
San Marcos, Texas 78666  
Fax: 512-245-2033  
Email: [Nance@txstate.edu](mailto:Nance@txstate.edu)  
Attention: William A. Nance

*with copy to:* Transportation Services  
Texas State University  
601 University Drive  
San Marcos, Texas 78666  
Fax: 512-245-5511  
Email: [nnusbaum@txstate.edu](mailto:nnusbaum@txstate.edu)  
Attention: Nancy Nusbaum

If to Contractor: Alan Moldawer, Executive Vice President and General Counsel  
Veolia Transportation Services, Inc.  
720 E Butterfield Road, Suite 300  
Lombard, IL 60181  
Fax: 630-495-1377  
Email: [alan.moldawer@veoliatransdev.com](mailto:alan.moldawer@veoliatransdev.com)

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

41. **SEVERABILITY** – In case any provision of this Agreement, for any reason, will be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
42. **ASSIGNMENT OF OVERCHARGE CLAIMS** – Contractor hereby assigns to University any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, *Texas Business and Commerce Code*, Sections 15.01, et seq.
43. **ETHICS MATTERS, NO FINANCIAL INTEREST** – Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.txstate.edu/effective/upps/upps-01-04-02.html> and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

44. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** -- Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101 -20.108. University may also revoke this Agreement for breach and make a claim against Contractor.
- 44.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 44 to replace the HSP with the revised subcontracting plan.
- 44.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1
45. **FORCE MAJEURE** – Except as otherwise provided, neither Contractor nor University, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this agreement caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. "Force Majeure" is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

46. **ALTERNATIVE DISPUTE RESOLUTION** – *The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:*
- 46.1 Contractor’s claim for breach of any Contract resulting from this Solicitation that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process:
- 46.1.1 Contractor shall submit written notice, as required by subchapter B, to University’s representative.
- 46.1.2 This notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.
- 46.1.3 A copy of the notice shall also be given to all other representatives of University and Contractor otherwise entitled to notice under the parties’ contract.
- 46.1.4 Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 46.2 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- 46.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of any Contract resulting from this Solicitation by University nor any other conduct of any representative of University relating to any Contract resulting from this Solicitation shall be considered a waiver of its defenses, privileges, immunities including its sovereign immunity to suit.
- 46.4 The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 46.5 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in either whole or in part.
- 46.6 The designated individual responsible on behalf of University for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of the Texas Government Code shall be University’s representative named herein.
47. **CAPTIONS** – The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
48. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher

Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other State agencies, including Institutions of Higher Education, may enter into a contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.

49. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:
- 49.1 Whether the provision appears on the face of the contract; or
  - 49.2 Whether the contract includes any provision to the contrary.

**THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.**

Attachment A – Scope of Work  
Attachment B – Contract Vendor Employee Background Check Policy  
RFP and all addenda incorporated by reference  
RFP Proposal and Best and Final Offer

**IN WITNESS WHEREOF**, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

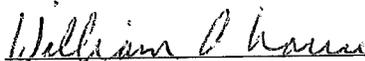
**CONTRACTOR**



Kenneth P. Westbrook  
President and Chief Operating Officer  
Veolia Transportation Services, Inc.

6-7-13  
Date

**UNIVERSITY**



William A. Nance  
Vice President for Finance and Support Services  
Texas State University-San Marcos

6/11/13  
Date

APPROVED by the Board of Regents on May 24, 2013, at San Marcos, Texas.

## ATTACHMENT A

### SCOPE OF WORK

#### Texas State University Shuttle Service

The University is located in San Marcos, a city of approximately 50,000 residents situated between Austin and San Antonio in Central Texas. As the university's population has grown to 34,225 students and over 4,000 faculty and staff in 2012, our San Marcos campus has also expanded. Today it consists of a 457-acre main campus and 5,038 additional acres in recreational, instructional, farm and ranch land. Our hilly grounds are home to 218 buildings, some as old as the university itself. Others, such as the new Undergraduate Academic Center, opened in 2012, and more new buildings are scheduled for completion soon.

#### **1.0 Service Overview**

##### *1.1 Purpose*

The contractor shall provide an operationally dependable vehicle service for passenger use equipped for maximum passenger comfort in a cost effective manner, and continually maintained in a safe condition as described herein.

The contractor must obtain and keep current all licenses and permits to operate in the service area within the scope of this contract service.

The key responsibilities of this contract will include operation of bus service, hiring and training of drivers, dispatch, street supervision, customer service personnel, maintenance, bus and bus related equipment, and an operations and maintenance facility including management and administrative staff needed to support the service. The Contractor will be responsible for meeting all requirements as specified in the contract, as well as the Americans with Disabilities Act (ADA) and any appropriate licensing or other State or Federal legal requirements currently in effect or legislated during the term of the contract.

This Scope of Services, to be used as a basis for the Contractor's performance, will be included as an exhibit and become a part of the contract. The Contractor's proposal and offerings in addition to those specified in the Scope of Services will become a part of the Contract. Thereafter, the Scope of Services specifications will prevail if there is a difference between the Scope of Services and the Contractor's proposal.

##### *1.2 Service Area*

The service area consists of the Texas State campus, the City of San Marcos, other properties both public and private, and future possible service to the Austin Community College campus located in Kyle, Texas. The University reserves the right to adjust the service area at any time to include, but is not limited to, other university properties and/or communities located in the Central Texas region.

### 1.3 *Service Description*

#### 1.3.1 *Fall 2013 Service*

The University provides Bobcat Tram (BT) transit services for students, faculty, staff, and visitors. Services are available from perimeter parking on and near campus via campus and commuter routes, and from densely populated areas of San Marcos via residential routes. Special service may be provided for University sponsored events including, but not limited to fall, spring, and summer semester Commencement ceremonies and Athletic Department events. This service shall be invoiced at the regular hourly rate.

The Contractor will be permitted to provide charter service on an independent basis, so long as it does not interfere with the University regularly scheduled service, those services are invoiced directly between Contractor and the other party, and no fuel purchased by the University is used for that service. Contractor shall be solely responsible for securing and obtaining all payments related to any charter bus service related to the Services that are not made by official, authorized University procurement methods. University shall have no liability or responsibility for any debt or cost related to purchases that are not official University procurements. With the specific exception of authorized University procurements purchased from Contractor by University, Contractor understands and agrees that neither The Texas State University System nor University shall be responsible for any debts owed to Contractor by any individuals, groups, organizations, or entities, including but not limited to, students or student organizations. Neither University nor System will assume the role of a collection agency for Contractor. Neither University nor System will adjudicate disputes between students and Contractor over the existence or the amount of debts. The Texas State University brand must not be visible during service to any non-University entity.

A student bus fee funds the BT system, and faculty and staff who purchase parking permits contribute a small portion of their annual parking fee to operate the transit system.

There will be three BT campus routes: Bobcat Stadium, Campus Loop, and Mill Street Commuter. These routes service the perimeter parking lots and provide a means of cross-campus travel. Additional service is available late evening Monday through Thursday via the Night Bus. There are seven BT residential routes serving the San Marcos area: Aquarena Springs, Blanco River, Mill Street, Post Road, LBJ, Ranch Road, and Wonder World. Campus, commuter, and residential routes operate on class days, study days, and during final exams with reduced service on Saturday. No service is offered on Sunday, non-class days, or official university holidays. Saturday service is not available during the summer semesters.

Yearly total Scheduled Service Hours are estimated to be sixty thousand (60,000). All routes will radiate from two central service hubs on the University campus to serve seven (7) high-density residential areas in town, one (1) circulator around campus connecting riders to points around the campus perimeter, and one (1) point-to-point shuttle connecting commuter campus to central campus. Over eighty-five percent (85%) of all boardings and alightings occur on central campus. Headways for local and circulator routes range from four (4) minutes during peak morning and afternoon service hours to forty-five (45) minutes for late evening, night, and Saturday service.

University residential, commuter, and campus routes have cycle or lap times which range from twenty (20) to forty-five (45) minutes. During the fall and spring semesters, there will be thirty-six (36) peak service buses operating residential, commuter, and campus routes. Service demand moderates by late afternoon and at night; buses are removed and returned to service throughout the day as indicated by rider demand.

### *1.3.2 Fall 2014 Service*

Based on direction from the University, shuttle routes will be adjusted to better serve the local demand. Contractor will be expected to participate in a route and schedule review with University personnel to effectively and efficiently reallocate resources. Additional service to commuter parking lots and the Austin Community College campus in Kyle, Texas is anticipated. Current route information may be found on the University website at <http://www.tram.txstate.edu/>

### *1.4 Adjustment to Service*

The University reserves the right to adjust service at any time. Modifications to service may include, but are not limited to, extending, deleting or adding routes or parts of routes, and expanding or reducing Scheduled Service Hours. Reduction or addition of Schedule Service Hours in excess of fifteen percent (15%) will result in renegotiation of the cost per Scheduled Service Hour.

Shuttle service is funded by a student bus fee. Subject to the availability of funds from the student bus fee, the University may direct the Contractor to reduce the number of Scheduled Service Hours in order for the student bus fee to cover the cost of operation.

The Contractor shall provide for a base service level as outlined in Section 8, Respondent's Pricing and Delivery Proposal. Using the base service level, the Contractor shall indicate at what increment their proposed pricing will increase or decrease on a pricing schedule which defines annual service hourly rate.

### *1.5 Service Schedule*

Days of service will be determined by the University. Service days may include weekends, and State and Federal holidays.

### *1.6 Scheduled Service Hours*

A scheduled service hour is defined as each hour the vehicle is in service for passenger use.

Current University residential, commuter, and campus route hours range from 6:30 a.m. to 11:45 p.m. Monday through Thursday, 6:30 a.m. to 5:30 p.m. Friday, and 10:00 a.m. to 6:00 p.m. Saturday with no scheduled service on Sunday. Fixed route service hours may range from 7:00 a.m. to 11 a.m. Monday through Saturday.

The Contractor will be expected to provide service during all requested hours. Hours and days of operation are subject to change.

University representatives may, from time to time, ride in Contractor-operated vehicles with or without notice to Contractor to assure compliance with this Contract.

### *1.7 Routing and Scheduling*

Contractor will be responsible for development of routing, scheduling, and run cutting in collaboration with and direction from the University Project Manager or designee, in preparation for fall, spring, and summer sessions. Final draft schedules, routing, and run cuts for each session will be produced by Contractor and provided to the University for approval six (6) weeks prior to

the beginning of each session. All such documents shall be provided to the University in Microsoft Excel format.

## **2.0 Contracted Service Personnel Qualifications and Standards**

### *2.1 Personnel Qualifications*

The Contractor shall supply a sufficient number of qualified driver personnel to operate the equipment and provide the service and performance required by this Contract. Contractor's personnel will possess the following minimum qualifications:

- All drivers must have a Class B commercial driver's license issued by the Texas Department of Public Safety with a passenger endorsement and be qualified to operate the buses used under the conditions set forth in this document.
- All drivers are required to carry a valid Department of Transportation Physical Examination Card. A copy of the Physical Exam form must be on file for each driver at the Contractor's San Marcos facility.
- All drivers must be the Contractor's employees. The Contractor may not subcontract for drivers.
- Drivers may have no more than one moving violation for each year of the last five years prior to the date they are employed.
- A driver may not continue to drive for the shuttle bus service if he or she receives more than two moving violations in any twelve-month period after employment.
- Drivers must not have any felony convictions or convictions for drug or alcohol offenses.
- Contractor will ensure Level 1 background checks are conducted on their drivers.
- Drivers must pass a 5 panel drug screen and agree to random drug testing as a condition of employment.

### *2.2 Driver Uniforms, Appearance and Service Performance*

While on duty, Contractor's employees shall dress neatly and cleanly. Contractor will develop a dress code which will be subject to University approval but should include uniform shirts while on duty that display University's bus system emblem. Uniform shirts may be a polo-type pullover with collar and hemmed or long sleeve button-down oxford type. Sandals, cleated, or open-toed shoes will not be allowed.

Drivers must maintain a courteous and cooperative attitude in their contact with the passengers.

Drivers are required to have knowledge of all University bus system routes and must be able to answer inquiries concerning the shuttle service.

### *2.3 Driver Training*

Contractor will pay all expenses associated with driver training. Initial and follow up training for all of Contractor's drivers should be described in Contractor's proposal response which will be

incorporated into and made part of the Contract as Exhibit I. Training documents may be provided on a separate CD-ROM disk.

Drivers must receive the following minimum training:

- Defensive driving (National Safety Council or similar course), repeated every three (3) years.
- PASS (Passenger Service and Safety training) or an approved equal certification program which provides passenger assistance techniques and sensitivity skills when assisting passengers with disabilities. Alternate training which Contractor wishes the University to consider as a substitute for PASS must provide at least eight (8) hours of instruction, and must be presented in Exhibit I.
- Pre- and post-trip inspection procedures.
- Driver safety training including emergency procedures.
- Route and customer Service (classroom and road training prior to transport of passengers); training should assure the driver is competent in all aspects of vehicle inspection, equipment use, and driving proficiency, onboard announcements required by ADA, use of all communication equipment including the public address (PA) system, and incident/accident reporting.
- Drug and Alcohol policy and employee testing requirements.

Contractor must conduct mandatory driver meetings monthly during the fall and spring semesters to explain policies that include University rules concerning buses, University pertinent policies, and procedures, passenger supervision, courtesy, route structure, vehicle inspections, and safety.

#### 2.4 *Removal from Service*

Texas State may require the Contractor, pending investigation, remove any driver from the University bus service for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing contracted service.
- Failure to follow Texas State policies and procedures.
- Cell phone use, Bluetooth use or texting while operating University shuttle service.
- Revocation, suspension or non-renewal of a valid Class B Texas driver's license.
- Failure to maintain a valid DOT physical form on file in the Contractor's local facility.
- Conviction of any felony criminal offense.
- Not wearing the approved uniform.
- Use of tobacco products on Texas State property.
- Violation of any weapons policy in effect under University or Board of Regents Rules and Regulations.

- Failure to follow safety rules and regulations.
- Failure to follow security policies, guidelines, and procedures.
- Notification of an active warrant from any law enforcement or judicial agency.
- Use of a personal radio device, (with or without headphones), while operating University shuttle service.

### **3.0 Personnel**

#### *3.1 Contracted Service Personnel - General*

The Contractor shall be solely responsible for the satisfactory work performance of its employees associated with this contract. Contractor will maintain a personnel policy that provides for disciplinary action for employees who do not perform satisfactorily. Contractor shall be solely responsible for the payment of all employee wages, benefits, workers' compensation, social security, and other payments required by law.

Contractor shall furnish all management, operators, mechanics, dispatchers, operation supervisors, and other personnel services necessary for providing the transportation service in accordance with the Contract.

The University must approve the general manager as well as other key staff. Initial key staff must be submitted with the Contractor's proposal in the form of organizational chart and qualifications, which will form a part of Exhibit II in the service contract. At a minimum, key staff is identified as the general manager, the operations manager, the maintenance manager, and the person in charge of safety and training.

The University reserves the right to require Contractor to remove from service, pending investigation, any employee whose behavior, determined at the University's sole discretion, is deemed unsatisfactory or not in the best interest of the University.

The Contractor will assure the University that the general manager assigned to this project will not be replaced without sixty (60) days advanced written notice, unless the departing employee does not provide the Contractor with such notice or the employee was removed for cause.

For key staff, the Contractor will fill vacated positions with University approved persons within thirty (30) calendar days of them becoming open.

##### *3.1.1 On-Time Performance*

The Contractor shall provide continuous daily street supervision of contracted service through the monitoring of schedule adherence, on-street operation, and on-route compliance. The supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., ADA compliance, pre-trip inspection documentation, and passenger relations). Such supervision will also include responses to investigation of accidents. The University also reserves the right to provide similar investigations and adherence checks of its own without notice, to ensure compliance with terms of the Contract.

The Contractor shall implement a plan for periodic inspections of bus operator performance by outside persons otherwise not known to the workforce. The Contractor shall prepare a written plan for this activity for the University's approval prior to beginning services under this contract.

### 3.2 *General Manager*

The Contractor shall provide a full-time General Manager (GM) dedicated solely to this contract. The principal function of the GM will be to oversee employees of the Contractor and monitor operational activities associated with the Scope of Service. The Operations Manager will be responsible to the University for the safe and reliable provision of all services referenced in this Scope of Service. The GM will be expected to directly supervise the daily activities of all operators, dispatchers, call takers, maintenance workers, and other personnel necessary to support system operations and will meet regularly, (not less than once a month), with the University's representative to ensure the best possible service and contract compliance.

The GM may, at the University's request, represent the Contractor at all Transportation Services Advisory Council meetings held by the University to discuss customer service and training requirements, operational considerations, and maintenance issues.

Should the GM be unavailable to perform their duties, Contractor shall appoint a senior staff member temporarily to serve in their place. The Contractor will notify the University's Director of Transportation Services, or designee, whenever such substitution will occur prior to the event. If the GM will be unavailable for more than two weeks, the Contractor will be required to provide a qualified replacement as a substitute, subject to University approval. The Contractor may not use staff provided for this contract outside the University service area without prior approval of the University.

The University reserves the right to review the qualifications of the GM assigned to this contract, and may request the removal of the GM at its discretion at any time during the duration of the contract.

### 3.3 *Key Staff*

The Contractor shall provide a full-time Operations Manager to supervise routes daily, including on-board ride checks, adherence to schedule, safety, and procedural rules.

The GM, dispatcher, Operations Manager, lead maintenance supervisor, and safety/training manager shall be separate individuals and shall not perform the duties of other positions while performing their duties. (e.g., the GM cannot also be on duty as the dispatcher or operation supervisor).

### 3.4 *Dispatchers and Call-Takers*

While vehicles are in service and open for scheduled service, the Contractor will staff the office with at least one person trained to perform radio dispatch functions and provide route and service information over the telephone. While late afternoon and weekend staffing may allow for these two functions to be performed by one person, separate persons must be assigned to dispatch and call-taker functions during peak hours. A dispatcher shall not be used to relieve any other operations job function while on duty as the lead dispatcher.

The Contractor will provide adequate dispatch and radio monitoring personnel to enable effective driver/vehicle assignments and prompt responses to all areas of operations which could impact the Contractor's service. The University's Transportation Services office shall be able to monitor radio communications between Contractor's dispatch office and the Contractor's drivers.

### 3.5 *Scheduler*

Contractor shall have access to, and will utilize a Scheduler whose responsibilities include, but are not limited to, development of service schedules and run cuts/work assignments.

## 4.0 **Vehicles**

### 4.1 *General*

The Contractor shall provide and operate an adequate number of buses to meet peak service requirements as outlined in this Scope of Work, and which meet all State and Federal operational requirements concerning safety and ADA accessibility for the contract. This fleet will be comprised of:

- New El Dorado National – XHF forty (40) foot buses as described in Exhibit III, (or approved equivalent meeting 12-year Altoona testing requirements, with two (2) boarding doors and two (2) ADA wheelchair positions for provision of shuttle bus service, will be supplied by the Contractor; and,
- The Contractor will respond in RFP Section 8, Respondent's Pricing and Delivery Proposal, with cost per Scheduled Service Hour pricing to operate and maintain a thirty-six (36) bus peak service system plus spares.

All buses shall be equipped with two-way radios capable of communicating with dispatcher from any location in the San Marcos service area; buses used outside the San Marcos area may use a Nextel-type phone as back-up communication.

The University owns two (2) buses and will require Contractor to quote a reduced hourly rate for use of its buses.

### 4.2 *Vehicle Specifications*

New bus specifications are defined in Exhibit III.

Items noted below in Sections 4.2.1 are either in addition to, or specific to a particular portion of the bus fleet. Nothing listed in this section should be construed as taking away from the bus specifications provided in Exhibit III.

#### 4.2.1 *Additional Required Bus Equipment*

- The Contractor will pay for the purchase and installation of bike racks on all new buses purchased to service this contract. All bike racks will be Sportworks Trilogy DL3, (or an approved equivalent), capable of holding three (3) bicycles.
- Each bus in the fleet will be equipped with an automatic passenger counter, and real-time GPS hardware and software to be provided by NextBus. The University will be responsible for the cost to maintain software and annual off-site server

maintenance. The Contractor will be responsible for the cost of routine and warranty maintenance and repair.

- The University will pay for the cost of graphics, branding decals, advertising wraps, and paint costs which are in addition to standard three-color base coat paint. The University will approve final paint scheme and may at their discretion and expense, have buses repainted or wrapped during the life of the contract.
- All buses will be equipped with front, side, and rear Twinvision signage, (or an approved equal electronic destination sign, as well as wire harnesses pre-wired for fare box, as applicable, passenger counting in each boarding stairwell, and GPS.

## **5.0 Vehicle Maintenance**

### *5.1 General*

Contractor shall maintain the vehicles, including tires, body, and ancillary equipment required by this Contract. Contractor will repair any seats, body panels, or any other damage that detracts from the aesthetic value of the vehicles during the life of the contract. As a minimum, Contractor shall maintain vehicles and ancillary equipment according to the manufacturer's recommended schedules and according to the manufacturer's technical specifications.

Contractor will immediately perform any maintenance or repairs necessary to ensure that vehicles are in a safe and reliable condition.

The University's representative may inspect and approve all vehicles before the start of the contract. During the contract the University's representatives shall have immediate and unrestricted access to all vehicles and all maintenance records. The Contractor will maintain these records at the Contractor's facility in San Marcos, Texas.

### *5.2 Oversight*

During the contract period, the University shall have at its sole discretion, authority to remove from service any vehicle that poses a safety, reliability, or appearance issue. Any vehicle removed from service shall remain out of service until repairs are completed to ensure the vehicle or vehicles are suitable for service. Such action does not relieve the Contractor's obligation to provide service under the terms of the Contract.

### *5.3 Vehicle Condition and Maintenance*

Vehicles placed in service shall be clean inside and out. Buses shall be free of graffiti and no advertising may be attached without the specific written authorization of the University. Each bus will have a four digit number permanently affixed to the front and rear panels, and the rear of the driver and passenger sides which are at least four inches (4") in height for identification purposes; the same number shall be displayed inside the bus above the driver and at least two inches (2") in height for passenger identification.

The Contractor shall be responsible for all maintenance, and shall maintain records for same. Maintenance will be performed to original equipment manufacturer (OEM) standards and/or the University's written instructions or specifications where no OEM standard exists.

The Contractor shall be totally responsible to maintain the vehicles, including tires, in "like new" condition less allowable normal wear and tear. Replacement tires are to be OEM quality or a grade better and must be provided by the Contractor. Recapped tires are not permitted. Replacement tires must be of the same make and model as the tires currently on the vehicle, unless approved by the University.

Vehicles placed in service by the Contractor must, without exception:

- Have fully operational air conditioning, wheelchair ramps or lifts, securement belts, flip seats, two-way radios, on vehicles so equipped, electronic destination signs, real-time GPS hardware, and electronic passenger counting hardware.
- Be free of body damage, have no missing or unpainted panels; with wheels and tires checked nightly for any defects, flats, curbing, and loose or missing lug nuts.
- Have all safety items fully operational; (i.e., lights, brakes, horn, tires, wheelchair tie downs, driver and wheelchair position seatbelts, fire extinguisher, first aid kit, etc.).

#### *5.4 Vehicle Records and Software*

The Contractor will be required to provide a maintenance management system which maintains records for each bus that includes at a minimum: dates for all maintenance, routine and major repairs, mileage, scheduled services, inspections, fluids and fuel, daily operator log and on-road service calls, the number of buses operated on any given day, the number of routes or schedules operated, and the number of hours operated by each bus on each route or schedule, together with any other additional information the Contractor may elect to include in such records.

The Contractor must be able to provide to the University maintenance reports coordinated by vehicle, month, and year.

### **6.0 Fuel and Fueling Station**

The Contractor will provide a fueling station and tank. The tank capacity will be ten thousand (10,000) gallons and will be capable of safely containing and dispensing ultra-low sulfur diesel fuel. All diesel fuel will be purchased by the University and delivered to the Contractor's tank site as needed when the tank is capable of receiving a 'truck-load' delivery of seven thousand five hundred (7,500) gallons. Any costs associated with the purchase, operation, or maintenance of the tank and fueling station will be the responsibility of the Contractor. The tank will be located at the Contractor's facility.

### **7.0 Bus Maintenance and Storage Facility**

The Contractor will locate its bus facility within a reasonable distance to the University's campus. The Contractor will calculate its billable hours for actual route time and will not include deadhead time. The terminal should adequately accommodate the requirements set forth in this Scope of Services. All furnishings, equipment, and supplies are the sole responsibility of the Contractor.

### **8.0 Performance**

#### *8.1 General*

The University defines acceptable performance standards in the areas of safety, operations, and maintenance. Any discrepancy in reports between the University's authorized representative and Contractor will be resolved in the University's favor. The University will monitor compliance to the extent necessary to assure that Contractor meets these standards. All reports will be written.

## 8.2 *Reporting*

Weekly Operating Statistics: All weekly statistics are to be reported electronically by day and provided weekly to the University Project Manager or their designee as follows:

- Vehicle accidents.
- Number of late and missed trips by day and the cause of each incident.
- Number of left-behinds by key stop by day. The University will work with the Contractor to define key stops where left-behind counts will be tracked. These counts will be tracked for the first month of the fall and spring semester and cease after it is determined that overload issues have been resolved. Left-behind tracking will resume for any stop in any month where three or more rider complaints are received regarding a specific stop by the University or the Contractor.

Monthly Reports: In addition to daily and weekly reporting, the following information must be aggregated by month and provided by the third business day of the following month.

- Number of missed trips. A missed trip is defined as an outbound or an inbound segment of a lap. A lap is defined as a trip which leaves from and returns to their primary departure point from the University Campus.
- On-time performance, including a listing of each trip sampled and its corresponding scheduled and actual departure time.
- Number of missed or late pull-outs.
- Reports for each Performance Metric as defined in Section 8.4.

## 8.3 *Safety*

The Contractor shall implement safety rules and procedures in accordance with transit industry best practices. The University may require the Contractor to comply with additional safety requirements. Such additional requirements will be provided in writing.

The Contractor will work with the University Project Manager or designee, to comply with current campus emergency and evacuation procedures.

The Contractor shall immediately report to the University's Project Manager or designee, any accident or incident resulting in injury to passengers, personnel, or damage to material and equipment, while in the performance of this Contract.

## 8.4 *Metrics*

All performance specifications will be strictly adhered to in order to provide the highest possible level of service possible. The University reserves the right to monitor the Contractor in its performance of the Contract.

Annually, the University will meet with the Contractor to determine a set of performance goals for the upcoming year. Operational measures may include on-time performance, customer complaints, accidents, miles between road calls, etc. The University will consider input from the Contractor on the items to be measured and goals for each item. The University will dictate the final set of performance goals and associated penalties for the year. Proposed performance goals and penalties for this Contract are provided below.

On-Time Performance: The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times.

The Contractor will be required to conduct time checks of the service. Time checks shall be conducted on at least four different service days of the week. The Contractor will submit, for approval, the methodology that will be used to select which time checks will be taken each week. The University will also conduct checks using their planning staff or agents using automatic vehicle locators (AVLs) real-time system data and field checks.

On a monthly basis, the on-time performance percentages resulting from time checks completed by the contractor will be compared to that of the University. If there is a differential of three (3.0) or more percentage points between the two figures, the University data will provide exclusively the official on-time percentage for the month in which the comparison is made. If the differential is less than three (3.0) percentage points, the Contractor's data will be utilized for determining penalties. The University's data will be used exclusively for official reporting purposes online, to the media, and to our riders.

Adjustments for Performance: The following adjustments shall be included in the monthly invoice of the Contractor. Adjustments shall be made to the invoice corresponding to the service month for which the deduction occurred.

When the Contractor experiences a schedule delay which it believes to be beyond its control, such as inclement weather, railroad crossings, or unusual traffic conditions, the Contractor may request a schedule adherence waiver by providing in writing with each monthly invoice, a spreadsheet documenting route, trip, date, time, location, detail of the event and actions taken to restore service. The University reserves the right to accept or reject the spreadsheet. Failure to submit the spreadsheet in a timely manner will result in a denial of the request.

Deductions for lost service shall be made by the University when the early or late departure is:

- Reported by a passenger and verified by Texas State or the Contractor;
- Reported independently by three or more passengers; or
- Reported by a University supervisor, employee, or University Police Officer.

Early Departure: If a vehicle departs ahead of schedule from any scheduled timing point, the Contractor shall not be compensated for the revenue trip on which the event occurred. An early departure shall be defined as a vehicle that departs any scheduled time point prior to the scheduled time. A scheduled timing point shall be the hub time for each trip for local fixed-route and circulator and parking routes.

Late Departure: If a scheduled trip is late by more than ten (10) minutes, the following adjustments shall be made:

- Ten to fifteen (10–15) Minutes – No compensation for the lost time on which the event occurred and no time paid for late return, (no compensation for operating time beyond scheduled end-time for trip.
- Performance expectation is ninety-nine and one-half percent (99.5%) of trips. If the total missed number of trips exceeds one-half of one percent (0.5%) of the scheduled trips for two (2) consecutive months, then the University may exercise their Right to Assurance of Performance by providing notice to the Contractor in writing, and a one percent (1%) penalty may be refunded from the third month invoice.

## ATTACHMENT B

### TEXAS STATE UNIVERSITY-SAN MARCOS (TEXAS STATE) CONTRACT VENDOR EMPLOYEE BACKGROUND CHECK POLICIES

(Ref: Texas State University System (TSUS) "Rules and Regulations, Chapter III, Section 10, Subsection 10.3 "Contract Vendor Employee Background Check Policies")  
(Rev. 01/11/2010)

Texas State shall engage in due diligence in awarding contracts to vendors of services, who may office on the campus:

1. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, Texas State shall:
  - 1.1. During the bidding or negotiation process, notify prospective vendors, in writing, of the requirements of this paragraph;
  - 1.2. Secure credit and criminal background checks on the vendor's officers and managers dealing with or on the campus; and,
  - 1.3. Research prior or pending claims against the vendor (e.g., negligent hiring claims).
2. All contracts in which the vendor permanently places employees on the campus, working with or around students, shall include the following provisions and requirements:
  - 2.1. A general liability policy, providing primary coverage and naming Texas State, Texas State University System (TSUS), TSUS Regents, and their employees as additional insureds;
  - 2.2. Indemnity and/or hold harmless clauses, protecting Texas State, Texas State University System (TSUS), TSUS Regents, and their employees from third party claims, caused, in whole or in part, by the actions or omissions of vendor, its employees, or other persons that the vendor causes to be on the campus;
  - 2.3. A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:
    - 2.3.1. Sex offender and Level 1 criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;
    - 2.3.2. Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the president;
  - 2.4. That the president may require the vendor to remove any person from the campus that, in his or her judgment, poses a danger to health or safety;
  - 2.5. An "independent contractor" clause.

## TxSt: Purchase of Property for STAR Park Expansion

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Texas State University be authorized to acquire a 20.29 acre tract of undeveloped land adjacent to STAR Park at a price not to exceed the appraised value of \$2,121,000, and that the University's Vice President for Finance and Support Services be authorized to execute and accept all documents and instruments necessary to carry out the transaction.

### Explanation

Texas State identified the subject property, on Hunter Road and adjoining the Texas State University Science, Technology, and Advanced Research Park (STAR Park), as meeting identified needs to support future expansion of STAR Park. The acquisition property of 20.29 acres is currently in agricultural use.

STAR Park is bounded by FM2439 (Hunter Road), McCarty Lane Drive, and the Union Pacific Railroad. With physical constraints on three sides, only one property allows for the future adjacent expansion of STAR Park.

STAR Park currently comprises 38 acres. The Association of University Research Parks national survey determined that university research parks average in excess of 100 acres. The acquisition of the subject property will allow Texas State to better meet the demands for building and other improvement sites typical of today's university research parks.

Texas State at the time of closing will also acquire a 10 year Right-of-First Refusal on any portion of the approximately 22 acres reserved by the Seller and contiguous to the acquisition.

An appraisal performed by Graham & Associates to support the acquisition appraised the property at \$2,121,000.

A copy of the real estate purchase contract is attached.

### Map





UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Herold Abel, Jr. (Seller) and Texas State University (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Approximately 19 acres of land, as further described in the attached Exhibit B Addition, City of San Marcos, TX, County of Hays, Texas, known as 3207 Hunter Rd. 78666 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing \$ 1,650,000.00 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ 0 C. Sales Price (Sum of A and B) \$ 1,650,000.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows (check applicable boxes below) [A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium). (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer. (2) Credit Approval: (Check one box only) [a] This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval. [b] This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing. B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum. C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ , secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 25,000.00 as earnest money with Corridor Title Company, as escrow agent, at 133 W. San Antonio Street, San Marcos, TX 78666 (address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at [ ] Seller's [X] Buyer's expense an owner policy of title insurance (Title Policy) issued by Corridor Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 4. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

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(Address of Property)

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

~~\_\_\_\_\_ and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's \_\_\_\_\_~~

(2) Within 40 days after the effective date of this contract, Buyer shall obtain a new survey at buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

University Research Park

Buyer must object the earlier of (i) the Closing Date or (ii) ten days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

(Address of Property)

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

**7. PROPERTY CONDITION:**

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

(1) Buyer accepts the Property in its present condition.

\_\_\_\_\_ shall complete the following specific repairs and treatments:

\_\_\_\_\_. (Do not insert general phrases, such as "buyer will complete repairs to the satisfaction of the seller.")

**NOTICE TO BUYER AND SELLER:** Buyer's agreement to accept the Property in its present condition under Paragraph 7B(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs

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(Address of Property)

prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

September 15, 2014

A. The closing of the sale will be on or before \_\_\_\_\_, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

- A - See Exhibit A for Special Provisions
- B - See Exhibit B for the property description
- C - See Exhibit C for the Right of First Refusal

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

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- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this such contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:**

See Special Provisions

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW:**

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

Initialed for identification by Buyer Wan and Seller [Signature] TREC NO. 9-10

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
  - D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
  - E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:**

Texas State University  
 601 University Drive, JCK 920  
 San Marcos, TX 78666  
 Attn: Mr. William A. Nance, Vice President  
 (512)245-2244 office  
 (512)245-2033 fax  
 Nance@txstate.edu email

**To Seller at:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- |   |   |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval                                     | <input type="checkbox"/> Addendum for "Back-Up" Contract  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Addendum for Coastal Area Property   |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway          |
| <input type="checkbox"/> Seller's Temporary Residential Lease   | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer                                     |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <input type="checkbox"/> Other (list): _____  |

Initialed for Identification by Buyer WV and Seller HLG TREC NO. 9-10

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 5,000.00 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 45 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's attorney is:  
Ms. Diane Corley  
Texas State University System  
208 E. 10<sup>th</sup> Street, Suite 600  
Austin, TX 78701-2407  
T: 512-463-1808  
F: 512-463-1816  
E: [diane@tsus.edu](mailto:diane@tsus.edu)

Seller's Attorney is: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

EXECUTED the 22 day of July, 2014 (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer: Texas State University

William A. Nance  
William A. Nance  
Vice President  
Finance and Support Services

Herold Abel, Jr. 7-22-14  
Seller  
Herold Abel, Jr.

\_\_\_\_\_  
Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-10. This form replaces TREC NO. 9-9.

Contract Concerning 3207 Hunter Rd. Page 8 of 8 12-05-2011  
San Marcos, TX, 78666  
(Address of Property)

**BROKER INFORMATION**

Other Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_ Listing Broker Firm Ranzani Realty LLC 410-350 License No. \_\_\_\_\_  
represents  Buyer only as Buyer's agent represents  Seller and Buyer as an intermediary  
 Seller as Listing Broker's subagent  Seller only as Seller's agent  
Licensed Supervisor of Associate \_\_\_\_\_ Telephone \_\_\_\_\_ Listing Supervisor of Listing Associate Joseph Ranzani 512-346-3400 Telephone \_\_\_\_\_  
Associate \_\_\_\_\_ Telephone \_\_\_\_\_ Listing Associate \_\_\_\_\_ Telephone 512-346-3401  
Other Broker's Address \_\_\_\_\_ Facsimile \_\_\_\_\_ Listing Broker's Office Address 7000 N. McPac 2nd FL. Facsimile \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City Austin TX State \_\_\_\_\_ Zip 78731  
Associate Email Address \_\_\_\_\_ Listing Associate's Email Address \_\_\_\_\_  
Selling Associate \_\_\_\_\_ Telephone \_\_\_\_\_  
Selling Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Selling Associate's Email Address \_\_\_\_\_

Listing Broker has agreed to pay Other Broker NA of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.  
Escrow Agent: Carisda Title Co. Date: 7-28-14  
By: [Signature] Email Address: Kim.M@CarisdaTitleCo.com  
Address: 133 W. San Antonio, Ste 100 Telephone: 512-392-8910  
San Marcos, TX 78666 Facsimile: 512-392-8913  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

TREC NO. 9-10

Exhibit A  
Special Provisions

Contract is subject to the following:

1. It is understood between the parties that Seller shall execute at closing for the benefit of Buyer a Right-of-First Refusal on the remaining acreage within the parent tract excepted from the property to be conveyed, attached hereto as Exhibit C.
2. Contingent upon Buyer receiving approvals from governing authorities, included the Board of Regents for The Texas State University System.
3. Within the first ten days of the contract period, Buyer and Seller shall finalize the location of the partition line between the parcel to be sold and parcel to be retained. It is generally agreed that the property to be conveyed is as illustrated on the attached Exhibit B. A survey will then be acquired by Texas State University at Texas State University expense pursuant to Paragraph C.(2) above.
4. If the total acreage to be conveyed as determined by a survey varies from 19.0 acres, the purchase price will be adjusted to reflect the actual acreage on the basis of \$2.00 per square foot.
5. In the event the Option Period expires without Buyer terminating the contract and the sale is not concluded by Buyer, Buyer agrees to provide Seller with copies of all topographical, boundary, and environmental surveys acquired by Buyer and pertaining to the contract property.
6. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise as provided in the Texas Government Code Chapter 2260.
7. Unless revoked by Buyer in writing, this offer to Seller is valid thru August 1, 2014 at 5:00PM, CST.
8. Seller will not provide Title Policy. Buyer, at Buyer's Expense may purchase one.
9. Grantee acknowledges that Grantor may sell the remaining acreage (the portion subject to Right-of-First Refusal) with or without the house and the barns, which may total up to two acres.
10. Buyer to pay Agricultural Exemption Rollback Taxes for the portion of the land that has been purchased.

*SLG.*

*WJH*

# EXHIBIT B

## Page 1 of 2

Property to be Conveyed  
Being described as approximately  
19 acres of land, more or less, out  
of an estimated 40.5 acre tract of  
land, a part of the Nathaniel  
Hubbard Survey, A-230, Hays  
County, Texas, and the same land  
(and all contiguous land owned by  
Seller) described in that certain  
deed recorded in Volume 1269,  
Page 530 of the Hays County  
Deed Records, less and except  
lands sold to the State of Texas  
for right-of-way to support  
expansion of Hunter Road

2439



EXHIBIT B  
Page 2 of 2

Google earth

Imagery Date: 1/14/2014 29°50'30.53" N 97°49'01.56" W elev. 702 ft. eye alt. 1359 ft

House  
and  
Barns

© 2014 Google

1995

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**RIGHT OF FIRST REFUSAL**

**Date:** July 21, 2014

**Grantor:** Herold Abel, Jr., 3207 Hunter Road, San Marcos, Hays County, Texas 78666

**Grantee:** Texas State University, 601 University Drive, San Marcos, Hays County, Texas 78666

**Consideration:** \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Term:** 10 years

**Property:** Approximately 21.5 acres of land, more or less, being any or all of the following property not included in a sale from Grantor to Grantee of even date out of an estimated 40.5 acre tract of land, a part of the Nathaniel Hubbard Survey, A-230, Hays County, Texas, and the same land (and all contiguous land owned by Seller) described in that certain deed recorded in Volume 1269, Page 530 of the Hays County Deed Records, less and except lands sold to the State of Texas for right-of-way to support expansion of Hunter Road.

**Notice:** This contract shall be filed of record in the Official Public Records of Hays County, Texas to provide constructive notice to any potential purchaser/s that Texas State University has a Right of First Refusal as to said Property and has not waived or surrendered its rights hereunder, with respect to such Property.

**Right of First Refusal Granted:**

For the Consideration, Grantor, during the Term, grants to Grantee the exclusive right to purchase the Property, with all improvements and appurtenances, as follows:

1. **Right of First Refusal.** Before Grantor may agree to sell the Property to any other person or entity, Grantor shall first notify the Grantee that Grantor intends or desires to sell the Property.

If Grantor intends to sell the Property in response to a bona fide offer to purchase the Property, the notice provided to Grantee shall disclose the terms and conditions of any bona fide offer for the purchase of the Property that Grantee desires to accept. Grantee shall have the right and option to purchase the Property on the same terms and at the same price as the bona fide offer disclosed in the notice. Grantee will have 90 days after receipt of the notice to notify the Grantor of Grantee's

*Handwritten initials/signatures*

intent to exercise the right and option to purchase the Property. Upon the Grantee's delivery of such notice, the parties shall execute an agreement for the

purchase and sale of the Property within 30 days having the same essential terms as the bona fide offer or any other mutually agreed terms and subject to the requirements of paragraph 3, below.

2. **Failure to Exercise Right of First Refusal.** For any part or all of the Property, if Grantee fails to provide notice of its intent to exercise its rights and option to purchase the Property under this agreement, after being apprised by Grantor of actions it intends to take to sell the Property, this agreement shall be of no further force and effect and Grantor shall have no further obligation to Grantee with respect to that part of all of the Property offered to Grantee pursuant to this agreement. In such event, upon request of Grantor, Grantee shall immediately execute such release or instrument reasonably requested by Grantor releasing the offered part of the Property from the encumbrances of this agreement.

3. **Default:** This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto.

4. **Notice.** All notices required herein may be provided by certified mail, return receipt requested, e-mail or hand-delivery with signed confirmation receipt to:

Grantor:  
Herold Abel, Jr.  
3226 Hunter Rd.  
San Marcos, TX 78666

Grantee:  
Texas State University  
Attn: Vice President for  
Finance and Support Services  
601 University Drive  
San Marcos, Texas 78666  
Fax: 512.245.2033  
Email: wn02@txstate.edu

Either party may change the location, fax number or address for delivery of notice by providing written notice of such change to the other.

5. **Disputes.** All disputes arising under this agreement shall be resolved in accordance with the procedures set forth in Chapter 2260 of the Texas Government Code.

6. **Expenses of sale.** All costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be paid by purchaser.

7. **Possession.** Purchaser shall be entitled to possession of the property at closing.

8. **Taxes.** Taxes shall be prorated as of the date of closing.

9. **Subject to Applicable Laws.** All terms and conditions of any agreement for the sale of the Property between the parties shall be subject to any and all requirements under applicable laws

EXECUTED to be effective as of the date first written above.

**Grantor:**

*Herold Abel, Jr.*  
Herold Abel, Jr.

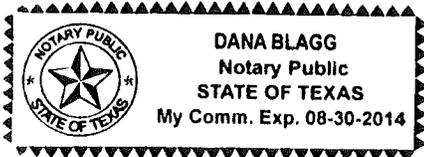
**Grantee: Texas State University**

By: \_\_\_\_\_  
William A. Nance, Vice President for Finance and Support Services

**State of Texas**  
**County of Hays**

This instrument was acknowledged before me on July 21, 2014 by  
Herold Abel, Jr.

*Dana Blagg*  
Notary Public, State of Texas



**State of Texas**  
**County of Hays**

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
William A. Nance, as Vice President for Finance and Support Services, Texas State University on  
behalf of said university.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit "A"**

Property Legal Description (*following page*)

Property to be surveyed and a legal description of the area to be attached as Exhibit A.

**Texas State University System  
Miscellaneous**

**Action Items**

1. SRSU: Authorization for Conferring the Honorary Degree, Doctor of Education (Ed.D.), upon Mrs. Helen Stewart Estes
2. TSUS: Component Recommendation to Revoke Degree granted to Dr. K.E.

**Consent Items**

3. TSUS: CONSENT: Gifts

**SRSU: Authorization for Conferring the Honorary Degree, Doctor of Education (Ed.D.), upon Mrs. Helen Stewart Estes**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

In accordance with Board *Rules and Regulations, Chapter I, Paragraph 7*, Sul Ross State University be authorized to confer the degree of Doctor of Education, honoris causa, upon Mrs. Helen Stewart Estes.

**Explanation**

For her accomplishment as a centenarian and her significant work as a life time educator in the state of Texas contributing to the core mission of Sul Ross State University as a teaching college, Sul Ross nominates Mrs. Helen Stewart Estes to receive the Doctor of Education, Honorary Degree.

As a child, Mrs. Helen Stewart Estes wanted to be a school teacher. Mrs. Estes began her career in education in 1933, during the Great Depression, when she rode horse-back along ranching and farming communities to collect school census information for the local and area schools. After receiving a 4-H scholarship, Mrs. Estes attended Sul Ross State Teachers College in 1934 with the intention to become a school teacher. She received her Bachelor's Degree in Education in 1940 and went on to teach mathematics to students in grades from elementary school to high school. She has been an educator for schools across West Texas in small towns such as Pleasant Valley, Valley View, Stephenson, Midland, Greenwood, Van Horn, Pyote, and Pecos.

In total, Mrs. Estes taught for 60 years in the Texas Educational System. During those years, she positively impacted students in the surrounding areas of Sul Ross.

Mrs. Estes has spent her 100-year life dedicated to education in Texas and in particular to West Texas. In recognition of her life-long commitment to further educational opportunities and for serving as a remarkable alumna from Sul Ross, we seek permission to honor Mrs. Estes with the Doctor of Education, Honorary Degree.

**TSUS: Component Recommendation to Revoke Degree Granted to K.E.**

Because of federal *Family Educational Rights and Privacy Act (FERPA)* concerns, in a separate, hard copy mail out, the Vice Chancellor and General Counsel will send members of the Board of Regents a confidential packet of materials related to the recommended revocation of K.E.'s degree.

## **TSUS: Acknowledgement of Gifts and Gifts-in-Kind**

### **Recommendation**

The Board of Regents acknowledges and approves receipt of the gifts and gifts-in-kind received by the Texas State University System components.

### **Background**

*In accordance with the System Rules and Regulations, Chapter III, Section 1.(12) Gift Acceptance, Subsection 1.(12)3 The President of each Component will report all gifts with a value of at least \$5,000 (including cash, personal property, and intellectual property) to the Chancellor for reporting publicly to the Board. Upon written request of the donor, the Board report and minutes shall not state the donor's name and/o.r the gift's value*

## Lamar University

**The following gifts of \$5,000 or more were made payable to Lamar University.**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
03/20/2014	BASF TOTAL Petrochemicals LLC	\$13,850.00	College of Engineering
03/28/2014	Foundation for Southeast Texas	\$10,000.00	Tony Houseman Memorial Scholarship
03/28/2014	Philippine Association of Beaumont Texas	\$10,000.00	Philippine Association of Beaumont, TX Scholarship
03/31/2014	Beaumont Foundation of America	\$47,000.00	KVLU Public Radio
04/03/2014	The Charles and Susan Gordan and Julia Gordon Gray Memorial Trust	\$294,649.00	The Charles and Susan Gordan and Julia Gordon Gray Memorial Scholarship
04/03/2014	Morganti Texas, Inc.	\$5,000.00	College of Education & Human Development
04/10/2014	Nelda C. and H.J. Lutcher Stark Foundation	\$9,000.00	KVLU Public Radio
04/10/2014	Mathnerds, Inc.	\$7,197.89	College of Arts & Sciences
04/24/2014	David B. Kuhne Revocable Trust	\$5,500.00	College of Arts & Sciences
04/28/2014	AT&T	\$16,100.00	Department of Athletics - Corporate Sponsorship
04/28/2014	Universal Coin & Bullion, Ltd.	\$44,000.00	Department of Athletics- Corporate Sponsorship
05/01/2014	Academic Partnerships, LLC	\$25,000.00	President's Discretionary Fund
05/14/2014	Ms. Becky Fussell	\$50,000.00	College of Engineering
05/21/2014	Tyrrell Park Jr. Golfer's Reunion	\$7,739.72	Henry and Juel Homberg Endowed Scholarship in Women's Golf
05/28/2014	Marden Five, LP	\$21,800.00	Department of Athletics – Football Program

05/28/2014	William F. Scott 1991 Trust	\$21,800.00	Department of Athletics – Football Program
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**\$588,636.61**

**Gifts-in-Kind valued at \$5,000 or more made to Lamar University.**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
04/29/2014	Mrs. Rebekah P. Mosby	\$24,486.50	College of Fine Arts & Communications

**\$24,486.50**

**Lamar University Foundation**

**The following gifts of \$5,000 or more were made payable to Lamar University Foundation.**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
03/10/2014	Dr. Sudha and Mr. Srin Chittaluru	\$10,000.00	Srin Chittaluru Graduate Research Scholarship in Engineering
03/13/2014	Eveland Family Trust	\$10,000.00	Dr. H.E. Eveland Memorial Scholarship in Geology
03/19/2014	Mr. and Mrs. Terry Garth	\$13,800.00	College of Fine Arts & Communications
03/24/2014	Mr. and Mrs. Herman T. Wilson, Jr.	\$8,000.00	College of Business
03/25/2014	ExxonMobil Corporation	\$9,400.00	College of Fine Arts & Communications
03/25/2014	Dr. and Mrs. George J. Hirasaki	\$10,000.00	Dr. George J. Hirasaki Scholarship in Chemical Engineering
04/09/2014	Mr. and Mrs. Joe D. Koshkin	\$10,000.00	Frederick H. Koshkin Presidential Scholarship
04/21/2014	Mr. and Mrs. S.L. Greenberg	\$12,050.00	S.L. Greenberg Endowed Scholarship in Accounting or Pre-Law

04/23/2014	Mr. and Mrs. Herman T. Wilson, Jr.	\$255,580.00	College of Business
05/01/2014	David F. Molina Memorial Benefit Fund	\$8,500.00	David Foreman Molina Scholarship
05/05/2014	Mr. S. Gerard Bonura	\$31,000.00	Margaret Bonura Memorial & Gerard Bonura Scholarship in Nursing
05/06/2014	Mrs. Ida McFaddin Pyle	\$5,000.00	Texas Governor's Program
05/16/2014	Mr. and Mrs. Carl H. Weisenfelder	\$10,000.00	Stephen Mann Memorial Scholarship in Art
05/22/2014	Sierra Leigh-Anne Phillips Memorial Benefit Fund	\$14,892.13	Sierra Leigh-Anne Phillips Scholarship in Journalism
		<b>\$418,222.13</b>	

### Explanations

**The following gifts of \$5,000 or more were made to Lamar University.**

- BASF TOTAL Petrochemicals LLC gave two gifts totaling \$13,850.00 to the College of Engineering; \$3,150.00 to underwrite an Engineering Scholarship Breakfast and \$10,700.00 to underwrite a STEM Seminar.
- Gisela Houseman recommended a gift of \$10,000.00 to the Tony Houseman Memorial Scholarship through the Gisela Houseman Fund managed by the Foundation for Southeast Texas.
- The Philippine Association of Beaumont, Texas gave \$10,000.00 to the Philippine Association of Beaumont, TX Scholarship.
- The Beaumont Foundation of America gave \$47,000.00 to KVLU Public Radio.
- The Charles and Susan Gordan and Julia Gordon Gray Memorial Trust gave \$294,649.00 to the The Charles and Susan Gordan and Julia Gordon Gray Memorial Scholarship.
- Morganti Texas, Inc. gave \$5,000.00 to the College of Education & Human Development for the summer camps.
- The Nelda C. and H.J. Lutcher Stark Foundation gave \$9,000.00 to KVLU Public Radio.
- Mathnerds, Inc. gave \$7,197.89 to the College of Arts & Sciences and the Math Department.

- The David B. Kuhne Revocable Trust gave \$5,500.00 to the English and Modern Languages Department for a literary conference and the publication of two books of student writing.
- AT&T gave \$16,100.00 to the Department of Athletics for a 2014 Corporate Sponsorship.
- Universal Coin & Bullion, Ltd. gave \$44,000.00 to the Department of Athletics for a 2014 Corporate Sponsorship.
- Academic Partnerships, LLC pledged \$25,000.00 to the President's Discretionary Fund.
- Ms. Becky Fussell pledged \$50,000.00 to the Chemical Engineering Department.
- The Tyrell Park Jr. Golfer's Reunion gave \$7,739.72 to the Henry and Juel Homberg Endowed Scholarship in Women's Golf.
- Marden Five, LP gave \$21,800.00 to the Department of Athletics for a 2014-2015 Season Football Suite.
- The William F. Scott 1991 Trust gave \$21,800.00 to the Department of Athletics for a 2014-2015 Season Football Suite.
- Rebekah P. Mosby gave the College of Fine Arts & Communications a collection of Art History books valued at \$24,486.50.

**The following gifts of \$5,000 or more were made to the Lamar University Foundation.**

- Dr. Sudha and Mr. Srinu Chittaluru gave \$10,000.00 to the Srinu Chittaluru Graduate Research Scholarship in Engineering.
- The Eveland Family Trust gave \$10,000.00 to the Dr. H.E. Eveland Memorial Scholarship in Geology.
- Mr. and Mrs. Terry Garth gave \$13,800.00 to the Dean's Fund for Excellence in Fine Arts & Communication to underwrite the Le Grand Bal.
- Mr. and Mrs. Herman T. Wilson, Jr. gave \$8,000.00 to the Dean's Fund in Excellence in Business Education for the Big Idea Challenge.
- ExxonMobil Corporation gave \$9,400.00 to the Dean's Fund for Excellence in Fine Arts & Communication to underwrite the Le Grand Bal.
- Dr. and Mrs. George J. Hirasaki gave \$5,000.00 to establish the Dr. George J. Hirasaki Scholarship in Engineering. \$5,000.00 will come from a matching gift by Shell Oil Company.
- Mr. and Mrs. Joe D. Koshkin made a President's Circle pledge of \$10,000.00 to the Frederick H. Koshkin Presidential Scholarship.
- Mr. and Mrs. S.L. Greenberg gave \$12,050.00 to the S.L. Greenberg Endowed Scholarship in Accounting or Pre-Law.

- Mr. and Mrs. Herman T. Wilson, Jr. gave a President's Circle gift of \$255,580.00 to the Dean's Fund for Excellence in Business Education.
- The David F. Molina Memorial Benefit Fund gave \$8,500.00 to the David Forman Molina Scholarship.
- Mr. S. Gerard Bonura gave \$8,500.00 to the Margaret Bonura Memorial & Gerard Bonura Scholarship in Nursing. \$22,500.00 will come from a matching gift by ExxonMobil.
- Mrs. Ida McFaddin Pyle gave \$5,000.00 to the College of Education and Human Development to be used for the Texas Governor's Program.
- Mr. and Mrs. Carl H. Weisenfelder gave \$10,000.00 to the Stephen Mann Memorial Scholarship in Art.
- The Sierra Leigh-Anne Phillips Memorial Benefit Fund gave \$14,892.13 to establish the Sierra Leigh-Anne Phillips Scholarship in Journalism.

## Sam Houston State University

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
3/31/2014	Don L. and Julie J. Holden Foundation, Inc.	\$20,000.00	Davis-Holden Entrepreneurship Business Scholarship Endowment
4/2/2014	Don L. and Julie J. Holden Foundation, Inc.	\$10,000.00	Davis-Holden Entrepreneurship Business Endowed Scholarship; Bearkat Champions General Fund; NCAA Academic Advisor Account
4/2/2014	St. Luke's The Woodlands Hospital	\$20,000.00	St. Luke's The Woodlands Hospital Nursing Scholarship
4/3/2014	ExxonMobil Foundation - Educational Matching Gift Program	\$7,500.00	Nancy and Jim Tiller Geography Faculty Research Endowment
4/3/2014	ExxonMobil Foundation - Educational Matching Gift Program	\$6,000.00	Patrick Neal O'Bryant Memorial Scholarship Endowment
4/3/2014	ExxonMobil Foundation - Educational Matching Gift Program	\$6,000.00	Loretta J. Hankins Scholarship Endowment
4/3/2014	ExxonMobil Foundation - Educational Matching Gift Program	\$6,000.00	Kevin J. Dodson Memorial Theatre Endowment
4/3/2014	ExxonMobil Foundation, Inc. - Retiree Matching Gifts Program	\$11,100.00	Schoppe Family College of Education Scholarship Endowment
4/10/2014	Michael J. Czerwinski	\$19,000.00	Erica Starr Memorial Theatre Endowment
4/11/2014	Midway Oilfield Constructors, Inc.	\$5,000.00	Track Enrichment
4/16/2014	Ronald P. and Donna Koska	\$5,200.00	CHSS Advisory Board - Travel Scholarship; Bearkat Champions General Fund
4/21/2014	Sam Houston University Foundation	\$5,568.00	Ethel Brown Nicholson Endowed Scholarship
4/21/2014	Sam Houston University Foundation	\$10,000.00	Honors Multicultural Activity
4/21/2014	Sam Houston University Foundation	\$10,000.00	Dr. Elliott T. Bowers Honors College Endowment

5/31/2014	Sam Houston University Foundation	\$62,218.00	Athletics; Nancy Lundgren Hoyt Memorial Endowed Scholarship
4/28/2014	Marjorie Larson	\$5,000.00	Karen Gail Crawford Memorial Scholarship Endowment
4/28/2014	Therm-Omega-Tech, Inc.	\$1,000,000.00	Fred Pirkle Technology Center Fund
4/29/2014	Benjamin R. and Susan S. Lenamon	\$5,000.00	Alumni Enrichment
4/29/2014	Benjamin R. and Susan S. Lenamon	\$6,000.00	Alumni Enrichment
4/29/2014	Jimmy P. and Tonya D. Ferris	\$9,600.00	Alumni Life Member Endowment
4/30/2014	San Antonio Livestock Exposition, Inc.	\$8,750.00	Agricultural Sciences Development; San Antonio Livestock Expositions, Inc. Scholarship
5/8/2014	The 100 Club, Inc.	\$51,543.66	Hundred Club Tuition / Fees
5/14/2014	Earl H. Burrough Trust	\$23,726.00	Earl H. Burrough Scholarship
5/14/2014	Wismer Distributing Company, Ltd	\$5,005.00	Bearkat Champions General Fund
6/10/2014	Linda Atkinson and Cliff M. West	\$42,125.00	Marie Coley Atkinson Middleton Memorial Music Endowment; Marie Coley Atkinson Middleton Memorial Endowed Music Scholarship; Alumni Life Member Endowment
6/11/2014	Lee E. Sellers	\$5,000.00	Friends of Theatre
6/12/2014	Don A. and Laura K. Sanders	\$100,000.00	Athletics
6/17/2014	Capital Farm Credit	\$5,000.00	Agricultural Sciences Development
6/18/2014	Brenda K. Nesbitt	\$5,000.00	Former Foster Youth Scholarship
6/18/2014	Robert E. and Susan K. Estill	\$43,898.47	432 Shares ExxonMobil Stock - Mary S. Estill Memorial Scholarship Endowment
6/27/2014	CenterPoint Energy	\$9,500.00	Sam Houston-Austin Internship Program; President's Discretionary Annual Fund
<u>Gifts-In-Kind</u>			
5/1/2014	Tommy Metcalf	\$5,000.00	GIK Miscellaneous
6/5/2014	Drug Enforcement Agency-South Central	\$140,453.82	GIK Criminal Justice

## Laboratory

### Explanations

Don L. and Julie J. Holden Foundation, Inc. donated \$20,000 to the Davis-Holden Entrepreneurship Scholarship Endowment, and \$5,000 to the scholarship. The foundation also gave \$3,005 to the Bearkat Champions General Fund and \$1,995 to the NCAA Academic Advisor Account.

St. Luke's The Woodlands Hospital contributed \$20,000 to the St. Luke's The Woodlands Hospital Nursing Scholarship. This scholarship provides financial assistance to a full time undergraduate student who has been accepted into the Bachelor of Nursing Program.

ExxonMobil gave a total of \$56,025.63 in matching gifts made by employees and retirees. The amounts listed individually meet the criteria for this report. The remaining \$19,425.63 is distributed in smaller amounts among other departments, scholarships, and endowments.

Mr. Michael J. Czerwinski gave \$19,000 toward his pledge to the Erica Starr Memorial Theatre Endowment which provides scholarships to undergraduate students majoring in musical theatre.

Midway Oilfield Constructors, Inc. donated \$5,000 to the track program.

Mr. and Mrs. Ronald P. Koska contributed \$5,000 toward their pledge to the CHSS Next Steps Campaign. They also gave \$200 to the Bearkat Champions General Fund.

The Sam Houston University Foundation provided \$5,568 to the Ethel Brown Nicholson Endowed Scholarship, \$10,000 to Honors Multicultural Activity, and \$10,000 to the Dr. Elliott T. Bowers Honors College Endowment. Additionally, the foundation contributed \$60,000 to the Athletics department and \$2,218 to the Nancy Lundgren Hoyt Memorial Endowed Scholarship.

Ms. Marjorie Larson gave \$5,000 to the Karen Gail Crawford Memorial Scholarship Endowment. This scholarship provides financial assistance to a full time undergraduate student majoring in Elementary Education.

Therm-Omega-Tech, Inc. gave \$1,000,000 toward their pledge to the Fred Pirkle Technology Center.

Mr. and Mrs. Benjamin R. Lenamon provided for Alumni Association events with sponsorships of \$5,000 for the 2015 Life Member Celebration, \$5,000 for the 2015 Distinguished Alumni Gala, and \$1,000 for the 2014 Top Golf event.

Mr. and Mrs. Jimmy P. Farris contributed \$9,600 for a Life Endowed membership in the Alumni Association.

San Antonio Livestock Exposition, Inc. supported agricultural graduate students' stipends with a generous gift of \$5,000. They also contributed a total of \$3,750 to the San Antonio Livestock Exposition Scholarship Program for undergraduate students in Agriculture.

The 100 Club, Inc. contributed \$51,543.66 to the Hundred Club Tuition and Fees Scholarship Program. This program provides scholarship assistance to graduate and undergraduate students in criminal justice and law enforcement studies.

The Earl H. Burrough Trust added \$23,726 toward the Earl H. Burrough Scholarship which provides support to students majoring in Chemistry or Physics.

Wisner Distributing Company, Ltd gave \$5,005 to the Bearkat Champions General Fund.

Mr. and Mrs. Cliff M. West generously provided \$40,000 for the Marie Coley Atkinson Middleton Memorial Music Endowment, \$2,000 for the scholarship, and an additional \$125 toward Linda's life membership in the Alumni Association.

Mr. Lee E. Sellers gave \$5,000 to the Department of Theatre.

Mr. and Mrs. Don A. Sanders contributed \$100,000 to the Athletics department.

Capital Farm Credit provided \$5,000 for scholarships in the Department of Agricultural and Industrial Sciences.

Mrs. Brenda K. Nesbitt donated \$5,000 to the Former Foster Youth Scholarship. This scholarship provides financial assistance to a full time undergraduate student majoring in any discipline and is a former foster youth, orphan, or ward of the state.

Mr. and Mrs. Robert E. Estill gave \$43,898.47 in ExxonMobil stock to establish the Mary S. Estill Memorial Scholarship Endowment.

CenterPoint Energy contributed \$7,000 to the Sam Houston Austin Internship Program. CenterPoint also gave \$2,500 to the President's Annual Discretionary Fund via its matching gift program.

#### Gifts-In-Kind

Mr. Tommy Metcalf donated an in-kind contribution of a Bearkat (kinkajou) statue valued at \$5,000 for display on campus.

The Drug Enforcement Agency-South Central Laboratory generously gave an in-kind contribution of laboratory equipment valued at \$140,453.82 for use in the College of Criminal Justice.

**Sul Ross State University**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
4/2/14	West Texas Chapter of Safari Club International	\$35,000.00	Borderlands Research Institute Bighorn Sheep Research Fund
4/4/14	Ms. Bonnie Bowman Korbell	\$5,000.00	Borderlands Research Institute Stewardship Program
4/9/14	Estate of Sylvia G. 'Teeby' Forchheimer	\$20,000.00	Paul and Teeby Forchheimer Communication Endowment
5/8/14	The Dixon Water Foundation	\$50,000.00	Sustainable Ranch Management Program
5/8/14	Wexford Hunting, L.L.C.	\$25,000.00	Borderlands Research Institute Lado Ranch Quail Project
5/14/14	Fidelity Charitable Gift Fund	\$50,000.00	Trans Pecos Archeological Program Fund
5/14/14	T & T Staff Management	\$7,850.00	Trans Pecos Archeological Program Fund
5/14/14	Anonymous	\$5,000.00	Borderlands Research Institute Stewardship Program
6/3/14	Nelson Puett Foundation	\$100,000.00	Sul Ross Support Organization Fund
6/20/14	Mr. Eric B. Stumberg	\$5,000.00	Borderlands Research Institute Stewardship Donation
6/20/14	Mr. Dan Allen Hughes, Jr.	\$42,750.00	Borderlands Research Institute Mirador Project
6/20/14	Hillcrest Foundation	\$10,000.00	Borderlands Research Institute Hillcrest Foundation Fund
6/20/14	JB Bar Ranch Holdings LP	\$25,000.00	Borderlands Research Institute Bighorn Sheep Donation
6/20/14	San Antonio Livestock Exposition, Inc.	\$10,000.00	Borderlands Research Institute – San Antonio Livestock Exposition Fellowship
6/23/14	Mr. David L. Wilson	\$10,000.00	Small Business Development Center Excellence Fund
6/24/14	Routt Investments, Ltd.	\$5,000.00	Borderlands Research Institute Stewardship Program
6/27/14	Poindexter Foundation	\$25,000.00	Sul Ross Support Organization Fund

**Friends of the Center for Big Bend Studies**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
05/13/14	The Brown Foundation, Inc.	\$25,000.00	Friends of the Center for Big Bend Studies

## Explanation

### *Sul Ross State University:*

West Texas Chapter of Safari Club International, Mr. Mathew Bell, President of Odessa, TX donated \$35,000 to the Borderlands Research Institute's Bighorn Sheep Restoration Project in support of the Borderlands study about the Bighorn Sheep productivity and survival in the Trans Pecos area.

Ms. Bonnie Bowman Korbell of Galveston, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Sylvia G. Forchheimer Estate, Ms. Juliette Schwab, Executrix of Alpine, TX donated \$20,000. Ms. Forchheimer left this bequest in her will to the university for the Paul and Teeby Forchheimer Communication Endowment. Mr. and Mrs. Forchheimer established this endowment to benefit the students pursuing a degree in communication

The Dixon Water Foundation, Mr. Robert J. Potts, President and CEO of Marfa, TX donated \$50,000 to the Sustainable Ranch Management Program to help with operating costs.

Wexford Hunting, L.L.C., Mr. Kai Buckert of Victoria, TX donated \$25,000 to the Borderlands Research Institute – Lado Ranch Quail Project. This Grant in Aid Program 5 year project to support the BRI Lado Ranch Quail Project conducts research about Quail density, recruitment and survival. This research project will enhance the knowledge of the Quail population and habitats.

Mr. John Franklin Fort, III of Houston, TX donated \$50,000 to the Friends of the Center for Big Bend Studies through the Fidelity Charitable Gift Fund. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

Mr. Thad A. Steele, Jr., T&T Staff Management of El Paso, TX donated \$7,850 to the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

An anonymous donor of San Antonio, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

The Nelson Puett Foundation of Austin, TX donated \$100,000 to the Sul Ross Support Organization in honor of Dr. John B. Poindexter. This donation has been placed temporarily in the support organization fund and will be transferred to the department or program of Dr. Poindexter's choice.

Mr. Eric Stumberg of Austin, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Mr. Dan Allen Hughes, Jr. of Beeville, TX donated \$ 67,750 to the Borderland Research Institute Mirador Project. This project will enhance the knowledge of white-tailed deer population management and effects to its habitat.

The Hillcrest Foundation of Dallas, TX donated \$10,000 to the Borderlands Research Institute's Hillcrest Foundation Fund. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

JB Bar Ranch Holdings, LP, Mr. John Nau, III of Houston, TX donated \$25,000 to the Borderlands Research Institute's Bighorn Sheep Restoration Project in support of the Borderlands three year study about the Bighorn Sheep productivity and survival in the Trans Pecos area.

San Antonio Livestock Exposition, Inc., Ms. Pamela Foster, Scholarship Coordinator of San Antonio, TX donated \$10,000 to the Borderlands Research Institute – San Antonio Livestock Exposition Fellowship to support graduate scholarships

Mr. David Wilson of Alpine, TX donated \$10,000 to the Small Business Development Center Excellence Fund to help with operating costs.

Routt Investment Ltd., Mr. Allen Smith of Austin, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

The Poindexter Foundation of Houston, TX donated \$25,000 to the Sul Ross Support Organization in honor of Dr. John B. Poindexter. This donation has been placed temporarily in the support organization fund and will be transferred to the department or program of Dr. Poindexter's choice.

***Friends of the Center for Big Bend Studies:***

The Brown Foundation, Inc., Mr. Herman L. Stude of Houston, TX donated \$25,000 to the Friends of the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

## Texas State University

The following gifts of \$5,000 or more were made payable to Texas State University.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
3/13/2014	\$25,715	Department of Athletics—Athletic Director Restricted and Benny Boyd Scholarship in Athletics
3/17/2014	\$9,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
3/19/2014	\$5,000	College of Science and Engineering—Mathworks Operating
3/20/2014	\$5,000	College of Liberal Arts—Liberal Arts Excellence Fund
3/24/2014	\$45,000	Office of the Provost and Vice President of Academic Affairs—River Book Series
3/24/2014	\$10,000	College of Science and Engineering—Mathworks Operating
3/24/2014	\$16,000	McCoy College of Business Administration—Professional Selling Partners' Program and Students in Free Enterprise
3/24/2014	\$5,000	Division of University Advancement—Blimpie® Chartwells Scholarship Fund
3/25/2014	\$25,000	Department of Athletics—Bobcat Club Annual Fund
3/26/2014	\$10,000	College of Science and Engineering—Construction Technology Discretionary
3/27/2014	\$25,000	Department of Athletics—Football Locker Room Project Donations
3/28/2014	\$6,000	College of Fine Arts and Communication—Fine Arts Excellence Fund Scholarship
3/31/2014	\$5,000	College of Fine Arts and Communication—Mary Rose Brown Scholarship in Journalism and Mass Communication
4/09/2014	\$14,100	Division of University Advancement—Alumni Association Membership; College of Liberal Arts—Center for Texas Music History – Operating; College of Education—Canyon Lake Retired Teacher Association Scholarship; College of Science and Engineering—Computer Science Department
4/09/2014	\$7,500	Office of the President—Liberal Arts Excellence Fund

4/10/2014	\$5,000	Department of Athletics—Soccer
4/10/2014	\$5,000	McCoy College of Business Administration—Professional Selling Partners' Program
4/11/2014	\$8,000	College of Liberal Arts—Walter Richter Endowment
4/14/2014	\$5,500	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
4/15/2014	\$5,000	College of Fine Arts and Communication—Texas State Friends of Fine Arts Endowment
4/17/2014	\$6,000	Department of Athletics—Athletic Suite Donations
4/17/2014	\$10,000	Division of Information Technology—Wittliff Collections Development
4/21/2014	\$6,000	Department of Athletics—Athletic Club Seat Donations
4/22/2014	\$45,000	College of Science and Engineering—Mathworks Operating
4/22/2014	\$5,000	College of Fine Arts and Communication—Scholarship in Theatre and Dance
4/25/2014	\$21,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
4/25/2014	\$25,000	Department of Athletics—Bobcat Club Annual Fund
4/29/2014	\$16,000	College of Science and Engineering—Concrete Industry Management (CIM) Program Support
4/30/2014	\$5,000	Department of Athletics—Bobcat Club Annual Fund
5/02/2014	\$5,000	College of Science and Engineering—Materials Science, Engineering, and Commercialization – Research
5/06/2014	\$35,000	Office of the Provost and Vice President of Academic Affairs—Chartwell's Undergraduate Scholarship
5/06/2014	\$5,000	College of Liberal Arts—The Arch and Stella Rowan Scholarship in Creative Writing
5/07/2014	\$25,000	College of Fine Arts and Communication—Theatre Excellence Fund
5/22/2014	\$12,000	College of Fine Arts and Communication—Performing Arts Center

5/22/2014	\$10,000	Department of Athletics—Men's Basketball
5/23/2014	\$15,000	Department of Athletics—Golf Practice Facility
5/23/2014	\$15,405	Department of Athletics—Athletic Director Restricted and Strutters
5/23/2014	\$5,000	Department of Athletics—Touchdown Team
5/23/2014	\$50,000	College of Liberal Arts—Katherine A. Porter Operating
5/27/2014	\$7,500	Department of Athletics—Athletic Club Seat Donations
5/27/2014	\$7,500	Department of Athletics—Athletic Club Seat Donations
5/30/2014	\$30,000	College of Science and Engineering—Concrete Industry Management (CIM) Program Support
6/03/2014	\$5,000	Division of University Advancement—Maroon and Gold Annual Fund
6/04/2014	\$5,000	College of Science and Engineering—Gulf Coast Power Association David Olver Memorial Scholarship
6/10/2014	\$5,150	McCoy College of Business Administration—Accounting Department Gift Funds
<b>TOTAL:</b>	<b><u>\$618,370</u></b>	

The following Gifts-in-Kind valued at \$5,000 or more were made to Texas State University.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
3/24/2014	\$70,000	College of Science and Engineering—GIK—Physics
6/04/2014	\$30,000	College of Science and Engineering—GIK—School of Engineering
<b>TOTAL:</b>	<b><u>\$100,000.00</u></b>	

The following gifts of \$5,000 or more were made payable to the Texas State University Development Foundation.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
4/22/2014	\$50,000	Office of the Provost and Vice President of Academic Affairs—Callaway Foundation Endowed Presidential Scholarship
4/22/2014	\$7,000	Department of Athletics—Pioneer Bank Endowed Scholarship for Texas State Athletics
4/30/2014	\$17,200	Division of University Advancement—William Hatfield Hogue Memorial Endowed Scholarship; Division of Student Affairs—Student Foundation Endowed Scholarship
6/02/2014	\$5,000	Office of the President—President’s Excellence Fund
6/10/2014	\$5,000	Office of the President—President’s Excellence Fund
6/10/2014	\$5,000	Office of the Provost and Vice President of Academic Affairs—William and Loma Hobson Endowed Scholarship
6/10/2014	\$8,200	Division of University Advancement—Pike Scholarship Endowment
<b>TOTAL:</b>	<b><u>\$97,400.00</u></b>	

The following gifts of \$5,000 or more were made payable to the Emmett and Miriam McCoy College of Business Administration Development Foundation. These gifts benefit scholarships, programs, or initiatives at the McCoy College of Business Administration at Texas State University.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
<b>TOTAL:</b>	<b><u>\$0.00</u></b>	

#### Explanation

The following gifts of \$5,000 or more were made to Texas State University.

- An alumnus in Lampasas, Texas, donated \$25,715 to the Athletic Director Restricted account and the Benny Boyd Scholarship in Athletics account in the Department of Athletics.
- An alumni couple in Luling, Texas, donated \$9,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- A company in Providence, Rhode Island, donated \$5,000 to the Mathworks Operating account in the College of Science and Engineering.
- A company in Austin, Texas, donated \$5,000 to the Liberal Arts Excellence Fund account in the College of Liberal Arts.

- A foundation in Buda, Texas, donated \$45,000 to the River Book Series account in the Office of the Provost and Vice President of Academic Affairs.
- A foundation in Austin, Texas, donated \$10,000 to the Mathworks Operating account in the College of Science and Engineering.
- A company in Austin, Texas, donated \$16,000 to the Professional Selling Partners' Program account and the Students in Free Enterprise account in the McCoy College of Business Administration.
- A company in Scottsdale, Arizona, donated \$5,000 to the Blimpie® Chartwells Scholarship Fund account in the Division of University Advancement.
- An alumni couple in Houston, Texas, donated \$25,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A company in Sugar Land, Texas, donated \$10,000 to the Construction Technology Discretionary account in the College of Science and Engineering.
- An alumni couple in Austin, Texas, donated \$25,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- A company in New York, New York, donated \$6,000 to the Fine Arts Excellence Fund Scholarship account in the College of Fine Arts and Communication.
- An alumna in San Antonio, Texas, donated \$5,000 to the Mary Rose Brown Scholarship in Journalism and Mass Communication in the College of Fine Arts and Communication.
- A company in Princeton, New Jersey, donated \$14,100 to the Alumni Association Membership account in the Division of University Advancement; the Center for Texas Music History – Operating account in the College of Liberal Arts; the Canyon Lake Retired Teacher Association Scholarship account in the College of Education; and the Computer Science Department account in the College of Science and Engineering.
- A company in San Antonio, Texas, donated \$7,500 to the Liberal Arts Excellence Fund account in the Office of the President.
- A couple in Cypress, Texas, donated \$5,000 to the Soccer account in the Department of Athletics.
- A company in Overland Park, Kansas, donated \$5,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- An alumna in Austin, Texas, donated \$8,000 to the Walter Richter Endowment account in the College of Liberal Arts.
- An alumnus and spouse in Cedar Creek, Texas, donated \$5,500 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- An individual in Houston, Texas, donated \$5,000 to the Texas State Friends of Fine Arts Endowment account in the College of Fine Arts and Communication.
- A company in San Marcos, Texas, donated \$6,000 to the Athletic Suite Donations account in the Department of Athletics.

- A foundation in Austin, Texas, donated \$10,000 to the Wittliff Collections Development account in the Division of Information Technology.
- A company in San Marcos, Texas, donated \$6,000 to the Athletic Club Seat Donations account in the Department of Athletics.
- A company in Austin, Texas, donated \$45,000 to the Mathworks Operating account in the College of Science and Engineering.
- An individual in Palm Springs, California, donated \$5,000 to the Scholarship in Theatre and Dance account in the College of Fine Arts and Communication.
- An alumnus in Houston, Texas, donated \$21,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- An alumni couple in Houston, Texas, donated \$25,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A foundation in Austin, Texas, donated \$16,000 to the Concrete Industry Management (CIM) Program Support account in the College of Science and Engineering.
- An alumnus and spouse in Sinton, Texas, donated \$5,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A company in Austin, Texas, donated \$5,000 to the Materials Science, Engineering, and Commercialization – Research account in the College of Science and Engineering.
- A company in Charlotte, North Carolina, donated \$35,000 to the Chartwell's Undergraduate Scholarship account in the Office of the Provost and Vice President of Academic Affairs.
- A foundation in San Antonio, Texas, donated \$5,000 to The Arch and Stella Rowan Scholarship in Creative Writing account in the College of Liberal Arts.
- A foundation in West Lake Hills, Texas, donated \$25,000 to the Theatre Excellence Fund account in the College of Fine Arts and Communication.
- A foundation in San Marcos, Texas, donated \$12,000 to the Performing Arts Center account in the College of Fine Arts and Communication.
- A company in Houston, Texas, donated \$10,000 to the Men's Basketball account in the Department of Athletics.
- A foundation in Houston, Texas, donated \$15,000 to the Golf Practice Facility account in the Department of Athletics.
- A company in San Marcos, Texas, donated \$15,405 to the Athletic Director Restricted account and the Strutters account in the Department of Athletics.
- An alumnus in San Antonio, Texas, donated \$5,000 to the Touchdown Team account in the Department of Athletics.
- A foundation in Buda, Texas, donated \$50,000 to the Katherine A. Porter Operating account in the College of Liberal Arts.
- An alumni couple in San Marcos, Texas, donated \$7,500 to the Athletic Club Seat Donations account in the Department of Athletics.

- A company in Carrollton, Texas, donated \$7,500 to the Athletic Club Seat Donations account in the Department of Athletics.
- An organization in Ponte Vedra Beach, Florida, donated \$30,000 to the Concrete Industry Management (CIM) Program Support account in the College of Science and Engineering.
- An alumnus in Kerrville, Texas, donated \$5,000 to the Maroon and Gold Annual Fund account in the Division of University Advancement.
- A foundation in Cedar Park, Texas, donated \$5,000 to the Gulf Coast Power Association David Olver Memorial Scholarship account in the College of Science and Engineering.
- A company in Secaucus, New Jersey, donated \$5,150 to the Accounting Department Gift Funds account in the McCoy College of Business Administration.

**The following Gifts-in-Kind valued at \$5,000 or more were made to Texas State University.**

- A company in Austin, Texas, donated flow switches, flow meters, flow controllers, fittings, tubing, valves, and various equipment components worth \$70,000 to the Physics Department in the College of Science and Engineering.
- A company in Livonia, Michigan, donated torque converters, a transmission pallet, and a pump body worth \$30,000 to the School of Engineering in the College of Science and Engineering.

**The following gifts of \$5,000 or more were made payable to the Texas State University Development Foundation. These gifts benefit scholarships, programs, or initiatives at Texas State University.**

- A foundation in Temple, Texas, donated \$50,000 to the Callaway Foundation Endowed Presidential Scholarship account in the Office of the Provost and Vice President of Academic Affairs.
- A company in San Marcos, Texas, donated \$7,000 to the Pioneer Bank Endowed Scholarship for Texas State Athletics account in the Department of Athletics.
- A foundation in Boerne, Texas, donated \$17,200 to the William Hatfield Hogue Memorial Endowed Scholarship account in the Division of University Advancement and the Student Foundation Endowed Scholarship account in the Division of Student Affairs.
- An alumna and spouse in Glen Rose, Texas, donated \$5,000 to the President's Excellence Fund account in the Office of the President.
- An alumna and spouse in Glen Rose, Texas, donated \$5,000 to the President's Excellence Fund account in the Office of the President.
- An alumni couple in Cat Spring, Texas, donated \$5,000 to the William and Loma Hobson Endowed Scholarship account in the Office of the Provost and Vice President of Academic Affairs.
- An organization in Austin, Texas, donated \$8,200 to the Pike Scholarship Endowment account in the Division of University Advancement.

**The following gifts of \$5,000 or more were made payable to the Emmett and Miriam McCoy College of Business Administration Development Foundation. These gifts benefit scholarships, programs, or initiatives at the McCoy College of Business Administration at Texas State University.**

- No gifts were made.

## Lamar Institute of Technology

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
4/17/14	Golden Pass LNG	\$10,000.00	LIT Foundation
5/8/14	The Modern Group	\$15,000.00	LIT Foundation
5/8/14	Pamela Moore	\$10,000.00	LIT Foundation
6/6/14	Roco Rescue Inc.	\$10,000.00	LIT Foundation
6/9/14	ExxonMobil	\$15,000.00	LIT Foundation
6/9/14	The Modern Group	\$9,000.00	LIT Foundation
6/12/14	GHS Foundation	\$8,000.00	Scholarships
7/3/14	Sabine Neches Chiefs' Association	\$7,884.00	LIT Foundation
<b>Total:</b>		<b><u>\$84,884.00</u></b>	

### EXPLANATIONS

\$10,000.00 was received April 17, 2014 from Golden Pass LNG for a Titanium Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$15,000.00 was received May 8, 2014 from The Modern Group for a Platinum Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$10,000.00 was received May 8, 2014 from Pamela Moore, Moore and Associates, L.L.P. for the Geer Memorial Scholarship Endowment benefitting Vidor, Texas students pursuing an associate degree in technology.

\$10,000.00 was received June 6, 2014 from Kay Goodwyn, Roco Rescue, Inc. for the new Chief Pete Shelton Endowment benefitting students in police, fire and emergency medical technician programs.

\$15,000.00 was received June 9, 2014 from ExxonMobil for a Titanium Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$9,000.00 was received June 9, 2014 from The Modern Group for the new Chief Pete Shelton Endowment benefitting students in police, fire and EMT programs.

\$8,000.00 was received June 12, 2014 from GHS Foundation to establish the Smith-Hutson scholarship program benefitting eighteen students enrolled in accounting technology, business management development, welding, radiology, sonography, process operating, child care and development, occupational health and safety, computer networking, computer drafting and utility line programs.

\$7,884.00 was received July 3, 2014 from the Sabine Neches Chiefs' Association for a Gold Sponsorship of the LIT Salute to the Real American Heroes fundraising event.

**Lamar State College-Orange**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
06/18/14	Donald T. Boumans Foundation	\$10,000	Lamar State College-Orange

**EXPLANATION**

**The following gifts of \$5,000 or more were made payable to Lamar State College-Orange.**

- \$10,000 was received from Donald T. Boumans Foundation for the Lamar State College-Orange Scholarship Fund.

**LAMAR STATE COLLEGE-PORT ARTHUR**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
4/17/2014	James W. Moore, Sr.	\$10,000	Gulf Coast Gala
4/21/2014	Reaud Charitable Foundation	\$10,000	Gulf Coast Gala
4/23/2014	Seabulk Towing, Inc.	\$5,000	Gulf Coast Gala
4/24/2014	Gay D. & William F. Scott Family Foundation	\$5,000	Gulf Coast Gala
5/5/2014	Valero Energy Foundation	\$5,000	Gulf Coast Gala
5/6/2014	Motiva Enterprises, LLC	\$10,000	Gulf Coast Gala
5/13/2014	TOTAL Petrochemicals & Refining USA, Inc.	\$5,000	Gulf Coast Gala
5/28/2014	Chevron Phillips Chemical Company	\$5,000	Gulf Coast Gala
6/16/2014	Entergy Charitable Foundation	\$5,000	Discovery 2014 Youth Program
6/18/2014	Donald T. Boumans Foundation	\$10,000	Donald T. Boumans Memorial Scholarship Fund
7/3/2014	Kathleen M. Carabelle	\$10,000	Carabelle Family Scholarship Fund
7/14/2014	Koch Companies Public Sector, LLC	\$8,000	Scholarship Fund
	<b>TOTAL</b>	<b>\$88,000</b>	

Gifts-in-kind valued at \$5,000 or more made to Lamar State College-Port Arthur

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
7/17/2014	Instrument and Valve Services, a division of Emerson Process Management	\$7,500	Instrumentation/Process Technology Department
	<b>TOTAL</b>	<b>\$7,500</b>	

**EXPLANATION**

**Port Arthur Higher Education Foundation**

The following gifts were received from each of the listings in support of the 11th Annual Gulf Coast Gala. Proceeds from the event benefit various special events and presentations on campus as well as scholarships:

\$10,000 James W. Moore, Sr.

\$10,000	Reaud Charitable Foundation
\$5,000	Seabulk Towing, Inc.
\$5,000	Gay D. & William F. Scott Family Foundation
\$5,000	Valero Energy Foundation
\$10,000	Motiva Enterprises, LLC
\$5,000	TOTAL Petrochemicals & Refining USA, Inc.
\$5,000	Chevron Phillips Chemical Company

\$5,000 was received from Entergy Charitable Foundation to support the Discovery Youth Enrichment Program for students entering 3<sup>rd</sup>-6<sup>th</sup> grades for the week of June 23-27, 2014.

\$10,000 was received from the Donald T. Boumans Foundation for an addition to the Donald T. Boumans Memorial Scholarship Fund.

\$10,000 was received from Kathleen M. Carabelle for an addition to the Carabelle Family Scholarship Fund.

\$8,000 was received from Koch Companies Public Sector, LLC for student scholarships in the Instrumentation and Process Technology Department.

**Gifts-in-Kind valued at \$5,000 or more made to Lamar State College-Port Arthur**

Instrument and Valve Services, a division of Emerson Process Management, donated two Digital Valve Controllers valued at \$7,500 that are used in industry to the Instrumentation Technology Department for student training.

**Texas State University System  
Personnel**

**Consent Item**

1. CONSENT: TSUS: Personnel

## **TSUS: Personnel Actions**

### **Recommendation**

The proposed Personnel Actions for the Texas State University System components be approved.

### **Background**

In accordance with the System *Rules and Regulations, Chapter III, Section 1.2 Personnel*, the following actions shall be submitted to the Board of Regents for approval.

**PERSONNEL REPORT - LAMAR UNIVERSITY**  
**DATE: August 2014**

**FACULTY PERSONNEL CHANGES**

**RESIGNATION**

1. Andino, Jose; Instructor, Chem/Biochem, effective August 16, 2014.
2. Byrne, Andrew; Assist Prof, Deaf Stud/Ed, effective July 11, 2014.
3. Smith, Ryan; Instructor/Director of Athletic Bands, Music, effective May 31, 2014.
4. Khago, Ahmed; Instructor, Coll Readiness, effective April 1, 2014.
5. Wilhelm, Julie; Assist Prof, English/M Lang, effective May 31, 2014.

**RETIREMENT**

1. Hines, Betsy; Assoc Prof, Music, effective May 31, 2014.
2. Hunter, Becky; Clinic Instr, Nursing, effective May 31, 2014.
3. Lowery-Moore, Hollis; Dean/Prof, College of Ed & Human Development, effective August 31, 2014.
4. Matlock, Ann; Professor, Art, effective May 31, 2014.
5. Saur, Stephen; Assist Prof, Soc/SW/CJ, effective August 31, 2014.
6. Strickland, George; Assoc Prof, Health & Kine, effective May 31, 2015.

**SEPARATION**

1. Benavides, Roy; Assist Prof, Ed Leadership, effective May 31, 2014.
2. Boone, Tommy; Visit Prof, Health & Kine, effective May 31, 2014.
3. Byers, Beth; Clinic Supv/Instr, Spch/Hearing, effective August 31, 2014.
4. Large, Jennifer; Visit Instr, Info Sys & Anal, effective May 31, 2014.
5. Lewis, Akilah; Instructor, Psych, effective May 31, 2014.
6. Nix, Charles; Assoc Prof, Health & Kine, deceased, effective March 22, 2014.
7. Smith, Benjamin; Visit Instr, Psych, deceased, effective February 10, 2014.
8. Stephens, Lu; Assoc Prof, Ed Leadership, effective May 31, 2014.
9. Whitfield, Amanda; Visit Instr, Theatre/Dance, effective May 31, 2014.
10. Wisor, Jeffrey; Assist Prof, Theatre/Dance, deceased, effective May 12, 2014.

**TERMINAL CONTRACT**

1. None

**LEAVE OF ABSENCE**

1. Autrey, Estus; Instructor, History, FMLA ended, effective May 15, 2014.
2. Carey, Donald; Instructor, English/M Lang, returned from FMLA, effective May 16, 2014.
3. Lin, Sidney; Assoc Prof, Chem Engr, began FMLA, effective April 1, 2014.
4. Lin, Sidney; Assoc Prof, Chem Engr, returned from FMLA, effective June 1, 2014.
5. Strickland, George; Assoc Prof, Health & Kine, returned from FMLA, effective April 16, 2014.

**The following faculty received a salary supplement for teaching one course during the 2014 May Mini session.**

Name	Deg	Rank	Department	%FTE	Salary	Period
<b>COLLEGE OF ARTS &amp; SCIENCES</b>						
R Alasti, Sanaz	PhD	Assist Prof	Soc/SW/CJ	1.0	\$4,028	May 2014
R Bradley, Jerry	PhD	Professor	English/M Lang	1.0	\$4,028	May 2014

R	Bronson, Eric	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$4,028	May 2014
R	Carey, Donald	MS	Instructor	English/M Lang	1.0	\$4,028	May 2014
R	Das, Kumar	PhD	Assoc Prof	Math	1.0	\$4,028	May 2014
R	Davis, Terri	PhD	Assoc Prof	Political Sci	1.0	\$4,028	May 2014
R	Forret, Jeffrey	PhD	Assoc Prof	History	1.0	\$4,028	May 2014
R	Garcia, Jesus	PhD	Visit Assist Prof	Soc/SW/CJ	1.0	\$4,028	May 2014
R	Gummelt, Virginia	MS	Instructor	Soc/SW/CJ	1.0	\$4,028	May 2014
R	Harden, Garrick	PhD	Assist Prof	Soc/SW/CJ	1.0	\$4,028	May 2014
R	Lanier, Boyd	PhD	Assoc Prof	Political Sci	1.0	\$4,028	May 2014
R	Scheer, Mary	PhD	Assoc Prof	History	1.0	\$4,028	May 2014
R	Sides, Jason	PhD	Assist Prof	Political Sci	1.0	\$4,028	May 2014
R	Sowers, Thomas	PhD	Assoc prof	Political Sci	1.0	\$4,028	May 2014
R	Staub, Nancy	MA	Instructor	English/M Lang	1.0	\$4,028	May 2014
R	Stewart, Arthur	PhD	Assoc Prof	English/M Lang	1.0	\$4,028	May 2014
R	Sullivan, Michael	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$4,028	May 2014
R	Terry, Randall	PhD	Assist Prof	Biology	1.0	\$4,028	May 2014
R	Turk, Janet	MA	Instructor	English/M Lang	1.0	\$4,028	May 2014
R	Yoder, Howard	PhD	Assoc Prof	Biology	1.0	\$4,028	May 2014

### COLLEGE OF BUSINESS

None

### CENTER FOR COLLEGE READINESS

None

### CENTER FOR DISTANCE EDUCATION

None

### COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Carter, David	PhD	Professor	Health & Kine	1.0	\$4,028	May 2014
R	Hernandez, Barbara	PhD	Professor	Health & Kine	1.0	\$4,028	May 2014
R	Morales, Julio	PhD	Assist Prof	Health & Kine	1.0	\$4,028	May 2014
R	Msengi, Israel	EdD	Assist Prof	Health & Kine	1.0	\$4,028	May 2014
R	Ruiz, Connie	PhD	Assoc Prof	Fam & Con Sci	1.0	\$4,028	May 2014
R	Shows, Amy	PhD	Professor	Fam & Con Sci	1.0	\$4,028	May 2014
R	Strickland, George	PhD	Assoc Prof	Health & Kine	1.0	\$4,028	May 2014

### COLLEGE OF ENGINEERING

R	Sayil, Selahattin	PhD	Assoc Prof	Elect Engr	1.0	\$4,028	May 2014
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### COLLEGE OF FINE ARTS & COMMUNICATION

R	Jones, Lakeysha	MA	Instructor	Communication	1.0	\$4,028	May 2014
R	Reading, Heather	AuD	Assist Prof	Spch/Hearing	1.0	\$4,028	May 2014
R	Stanley, O'Brien	MFA	Chair/Prof	Communication	1.0	\$4,028	May 2014
R	Warren, Leslie	MA	Instructor	Communication	1.0	\$4,028	May 2014
R	Young, Megan	MFA	Assist Prof	Art	1.0	\$4,028	May 2014

### LIBRARY

None

### FACULTY APPOINTMENTS, New (N) and Renewal (R)

**Note:** Appointments for Adjuncts and New-Hire and Full-time Faculty.

Name	Deg	Rank	Department	%FTE	Salary	Period
<b>COLLEGE OF ARTS &amp; SCIENCES</b>						
R Akright, Jan	MS	Instructor	Nursing	.40	\$5,127	SIII2014
R Alasti, Sanaz	PhD	Assist Prof	Soc/SW/CJ	.50	\$4,420	SI 2014
R Alasti, Sanaz	PhD	Assist Prof	Ac Partnerships	.50	\$4,420	SIII2014
R Alasti, Sanaz	PhD	Assist Prof	Soc/SW/CJ	.50	\$4,420	SIII2014
R Andino, Jose	PhD	Instructor	Chem/Biochem	1.0	\$7,072	SI 2014
R Andreev, Valentin	PhD	Professor	Math	.33	\$4,433	SIII2014
R Andrei, Stefan	PhD	Assoc Prof	Computer Sci	.50	\$7,935	SIII2014
R Aronson, Elizabeth	PhD	Assoc Prof	Psychology	1.0	\$12,000	SI 2014
R Bardenhagen, Heidi	PhD	Assist Prof	English/M Lang	1.0	\$7,603	SIII2014
R Bartlett, Karen	MA	Instructor	English/M Lang	.50	\$3,000	SIII2014
R Benoit, Angela	MS	Adjunct	Nursing	.80	\$5,600	SIII2014
R Bradley, Jerry	PhD	Professor	English/M Lang	.50	\$7,628	SI 2014
N Brauss, Keith	PhD	Visit Assist Prof	Math	1.0	\$50,000	2014-15
R Brice, Gary	MA	Instructor	Math	1.0	\$7,601	SI 2014
R Bronson, Eric	PhD	Assoc Prof	Soc/SW/CJ	.50	\$6,682	SI 2014
R Carey, Donald	MA	Instructor	English/M Lang	1.0	\$7,329	SI 2014
R Carroll, John	PhD	Professor	History	1.0	\$17,192	SI 2014
R Chang, Chiung-Fang	PhD	Assoc Prof	Soc/SW/CJ	.50	\$5,147	SIII2014
R Chang-Chiung-Fang	PhD	Assoc Prof	Soc/SW/CJ	.50	\$5,147	SI 2014
R Chiou, Pau	PhD	Professor	Math	.50	\$6,854	SIII2014
R Chiou, Paul	PhD	Professor	Math	.50	\$6,854	SI 2014
R Chisholm, LeAnn	MS	Instructor	Nursing	.95	\$13,221	SIII2014
R Clanahan, Carolyn	MS	Instructor	Soc/SW/CJ	.50	\$3,544	SIII2014
R Clanahan, Michael	MS	Adjunct	Biology	.50	\$3,000	SI 2014
R Cochran, Glynda	MS	Instructor	Nursing	.95	\$11,448	SIII2014
N Comer, Brandy	MS	Adjunct	Math	.40	\$7,200	Fall 2014
R Couch, P. J.	PhD	Assist Prof	Math	.50	\$4,420	SI 2014
R Couch, P. J.	PhD	Assist Prof	Math	.50	\$5,894	SIII2014
R Curl, Eileen	PhD	Professor	Nursing	.50	\$9,931	SIII2014
R Daigrepoint, Lloyd	PhD	Professor	English/M Lang	.50	\$5,595	SI 2014
R Daniel, Bobby	PhD	Professor	Math	1.0	\$12,411	SI 2014
R Daniel, Jennifer	PhD	Assoc Prof	Math	1.0	\$10,357	SI 2014
R Davis, Terri	PhD	Chair/Assoc Prof	Political Sci	1.0	\$12,796	SI 2014
R DeLa Madrid, Rafael	PhD	Assist Prof	Physics	1.0	\$9,370	SI 2014
R Easterly, Bianca	PhD	Assist Prof	Political Sci	.50	\$4,375	SI 2014
R Ervin, Melvin	MA	Instructor	BAAS	.50	\$3,094	SIII2014
R Ervin, Melvin	MA	Instructor	AC Partnership	.50	\$3,094	SIII2014
R Fakhravar, Amir	JD	Adjunct	Soc/SW/CJ	.40	\$5,000	SI 2014
R Ford, Mary	MS	Instructor	Nursing	.55	\$11,448	SIII2014
R Forret, Jeffrey	PhD	Assoc Prof	History	.50	\$5,030	SI 2014
R Garcia, Jesus	PhD	Visit Assist Prof	Soc/SW/CJ	.50	\$3,917	SI 2014
R Garcia, Jesus	PhD	Visit Assist Prof	Soc/SW/CJ	.50	\$3,917	SIII2014
R Garza, Andrew	MS	Adjunct	Psychology	1.0	\$5,366	SI 2014
R Geiger, T. J.	PhD	Assist Prof	English/M Lang	.50	\$3,667	SI 2014
R Gilcrease, Jack	MS	Instructor	Math	.67	\$4,943	SI 2014
R Gilcrease, Jack	MS	Instructor	Math	.25	\$2,472	SIII2014
R Goodwin, Mary	MS	Instructor	Nursing	.50	\$11,511	SIII2014
R Gubala, Sarah	MS	Visit Instr	Political Sci	1.0	\$7,176	SI 2014
R Gummelt, Virginia	MS	Instructor	Soc/SW/CJ	1.0	\$8,115	SIII2014
R Gummelt, Virginia	MS	Instructor	Soc/SW/CJ	.15	\$2,500	SIII2014
R Gunaydin-Sen, Ozge	PhD	Assist Prof	Chem/Biochem	.50	\$8,333	SI 2014
R Hale, Regina	MS	Instructor	Nursing	.50	\$5,411	SI 2014
R Hale, Regina	MS	Instructor	Nursing	.33	\$8,117	SIII2014
R Hall, Iva	PhD	Assoc Prof	Nursing	.50	\$15,004	SIII2014
R Hammonds, Carol	PhD	Instructor	Nursing	.50	\$5,058	SIII2014
R Harding, Rose	MS	Instructor	Nursing	.50	\$12,496	SIII2014

N	Hayes, Steven	MS	Adjunct	Soc/SW/CJ	.40	\$5,366	Fall 2014
R	Heintzelman, Patricia	MA	Instructor	English/M Lang	.50	\$3,083	SI 2014
R	Hoch, Matthew	PhD	Assoc Prof	Biology	1.0	\$15,250	SI 2014
R	Hsu, Henda	PhD	Assist Prof	Soc/SW/CJ	1.0	\$8,500	SI2014
N	Jensen-Vallin, Jacqueline	PhD	Assoc Prof	Math	1.0	\$65,007	2014-15
R	Johnson, Gretchen	MFA	Instructor	English/M Lang	.50	\$2,796	SI 2014
R	Jordan, Jim	PhD	Professor	Earth/Space Sci	.50	\$7,638	SI 2014
R	Koh, Hikyoo	PhD	Professor	Computer Sci	.50	\$8,535	SI 2014
R	Koh, Hikyoo	PhD	Professor	Computer Sci	.50	\$8,535	SI2014
R	Kruger, Joseph	PhD	Assoc Prof	Earth/Space Sci	.50	\$6,091	SI 2014
R	Lei, Xiangyang	PhD	Assist Prof	Chem/Biochem	1.0	\$8,841	SI 2014
R	Lian, Ian	PhD	Assist Prof	Biology	1.0	\$8,667	SI 2014
R	Lin, Cheng-Hsien	PhD	Assoc Prof	Soc/SW/CJ	.50	\$5,147	SI 2014
R	Lin, Cheng-Hsien	PhD	Assoc Prof	Soc/SW/CJ	.50	\$5,147	SI2014
R	Liu, Jiangjiang	PhD	Assoc Prof	Computer Sci	.67	\$10,157	SI 2014
R	Loges, Max	PhD	Professor	English/M Lang	.50	\$5,807	SI 2014
R	Makki, Kami	PhD	Assoc Prof	Computer Sci	.50	\$7,609	SI 2014
R	Mann, Jim	PhD	Assoc Prof	Soc/SW/CJ	.50	\$5,188	SI 2014
R	Martin, Christopher	PhD	Assoc Prof	Chem/Biochem	.50	\$5,441	SI 2014
R	Mayper, Theresa	MA	Instructor	BAAS	1.0	\$6,188	SI2014
R	McAfee, Nancye	PhD	Instructor	Nursing	1.32	\$15,115	SI2014
R	McCall, Stacey	MS	Instructor	Nursing	.33	\$9,371	SI2014
R	Mengerink, Mark	PhD	Assoc Prof	History	1.0	\$9,255	SI 2014
R	Moore, Maresha	MS	Instructor	Nursing	.33	\$8,833	SI2014
R	Morrell, Patricia	MS	Adjunct	Nursing	.13	\$1,500	SI2014
N	Muzorewa, Gwinyai	PhD	Assist Prof	History	1.0	\$50,004	2014-15
R	Osborne, Lawrence	PhD	Professor	Computer Sci	.50	\$7,863	SI2014
R	Pape, Theresa	PhD	Adjunct	Nursing	.40	\$4,500	SI2014
R	Pearce, Gloria	MA	Instructor	English/M Lang	.50	\$2,796	SI2014
R	Popp, Charles	MA	Instructor	English/M Lang	.50	\$2,796	SI2014
R	Popp, Charles	MA	Instructor	AC Partnership	.50	\$3,000	SI2014
R	Posey, Amanda	MS	Instructor	Biology	1.0	\$6,253	SI 2014
R	Poston, Wiley	MA	Instructor	History	1.0	\$5,366	SI2014
R	Price, Terry	PhD	Instructor	Physics	.50	\$3,536	SI 2014
R	Priest, Dale	PhD	Professor	English/M Lang	.50	\$5,628	SI 2014
N	Pyne, Matthew	MS	Instructor	Biology	1.0	\$51,000	2014-15
R	Rabalais, John	PhD	Professor	Chem/Biochem	.50	\$9,201	SI 2014
R	Ravey, Jennifer	MA	Instructor	English/M Lang	.50	\$3,553	SI2014
R	Rinker, Martha	PhD	Assist Prof	Psychology	1.0	\$10,285	SI 2014
R	Roden, Timothy	PhD	Assoc Prof	Computer Sci	1.0	\$14,923	SI 2014
R	Saur, Steve	MS	Assist Prof	Soc/SW/CJ	.50	\$5,505	SI 2014
R	Sen, Cengiz	PhD	Adjunct	Physics	.80	\$5,600	SI 2014
R	Seratt, Jim	MA	Instructor	History	1.0	\$5,537	SI 2014
R	Shukla, Shyam	PhD	Professor	Chem/Biochem	1.0	\$15,074	SI 2014
R	Sides, Jason	PhD	Assist Prof	Political Sci	1.0	\$9,106	SI 2014
R	Smith, Judy	PhD	Assist Prof	Nursing	.33	\$3,809	SI 2014
R	Soularie, Crystal	MS	Adjunct	Nursing	.27	\$5,600	SI2014
R	Sowers, Thomas	PhD	Assoc Prof	Political Sci	.50	\$5,156	SI 2014
R	Staub, Nancy	MA	Instructor	English/M Lang	.50	\$3,387	SI2014
R	Stewart, Arthur	PhD	Assoc Prof	English/M Lang	.50	\$5,566	SI 2014
R	Stinson, Cynthia	PhD	Assoc Prof	Nursing	.50	\$7,101	SI2014
R	Sullivan, Michael	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$14,184	SI2014
R	Talenda, Valerie	MS	Instructor	Nursing	1.0	\$18,373	SI2014
R	Terry, Randall	PhD	Assist Prof	Biology	1.0	\$9,921	SI 2014
R	Theford, Jennifer	MS	Instructor	Nursing	.50	\$4,417	SI2014
N	Vallin, Robert	PhD	Assoc Prof	Math	1.0	\$77,500	2014-15
R	Wallace, Faith	PhD	Assist Prof	Nursing	.33	\$4,453	SI 2014
R	Wang, Sujing	MS	Instructor	Computer Sci	.67	\$5,068	SI2014
R	White, Kelli	MS	Instructor	Nursing	.33	\$9,370	SI2014
R	Williams, Sharon	MS	Instructor	Nursing	.50	\$5,058	SI2014
N	Worley, Robert	PhD	Assist Prof	Soc/SW/CJ	1.0	\$57,500	2014-15
N	Worley, Vidisha	PhD	Assist Prof	Soc/SW/CJ	1.0	\$57,500	2014-15
N	Wright, Lori	MS	Instructor	Soc/SW/CJ	1.0	\$50,000	2014-15

R	Yoder, Howard	PhD	Assoc Prof	Biology	1.0	\$10,660	SI 2014
R	Zani, Steven	PhD	Professor	English/M Lang	1.0	\$13,953	SI 2014
R	Zarzosa, Norma	MA	Instructor	English/M Lang	1.0	\$6,449	SI 2014

#### COLLEGE OF BUSINESS

R	Badua, Francisco	PhD	Assoc Prof	Acct & Bus Law	1.0	\$18,834	SI 2014
R	Bandyopadhyay, Kakoli	PhD	Chair/Prof	Info Sys & Anal	.50	\$10,439	SI 2014
R	Bandyopadhyay, Souma	PhD	Professor	Mgmt & Mktg	1.0	\$18,244	SI 2014
R	Barnes, Cynthia	EdD	Professor	Info Sys & Anal	1.0	\$14,299	SI 2014
R	Cavaliere, Frank	JD	Professor	Acct & Bus Law	1.0	\$19,076	SI 2014
R	El-Houbi, Ashraf	PhD	Assoc Prof	Info Sys & Anal	.50	\$7,345	SI 2014
N	Escamilla, Craig	MBA	Instructor	Mgmt & Mktg	1.0	\$70,000	2014-15
R	Flosi, Alicen	PhD	Instructor	Info Sys & Anal	.50	\$5,584	SI 2014
R	Flosi, Alicen	PhD	Instructor	Info Sys & Anal	.17	\$1,861	SI 2014
R	Fraccastoro, Katherine	PhD	Assoc Prof	Mgmt & Mktg	1.0	\$15,662	SI 2014
R	Ghosh, Kaushik	PhD	Assist Prof	Info Sys & Anal	1.0	\$16,550	SI 2014
R	Godkin, Lynn	PhD	Professor	Mgmt & Mktg	.50	\$10,234	SI 2014
R	Godkin, Lynn	PhD	Professor	Mgmt & Mktg	.50	\$10,234	SI 2014
R	Isaac, Peter	MA	Adjunct	Econ & Finance	.20	\$5,355	SI 2014
R	Kenyon, George	PhD	Assoc Prof	Mgmt & Mktg	1.0	\$15,989	SI 2014
R	Kenyon, George	PhD	Assoc Prof	Mgmt & Mktg	.50	\$7,994	SI 2014
R	McCoy, Tim	PhD	Assoc Prof	Acct & Bus Law	1.0	\$17,277	SI 2014
R	McCullough, John	PhD	Assist Prof	Econ & Finance	1.0	\$14,000	SI 2014
R	Mulvaney, Toni	JD	Professor	Acct & Bus Law	.50	\$9,019	SI 2014
R	Natarajan, Vivek	PhD	Assoc Prof	Mgmt & Mktg	.50	\$7,904	SI 2014
R	Neuhauser, Karyn	PhD	Assoc Prof	Econ & Finance	1.0	\$16,976	SI 2014
R	Price, Donald	PhD	Professor	Econ & Finance	.50	\$8,714	SI 2014
R	Sen, Kabir	PhD	Chair/Prof	Mgmt & Mktg	.50	\$9,396	SI 2014
R	Swerdlow, Marleen	JD	Professor	Acct & Bus Law	.50	\$7,836	SI 2014
R	Thompson, Thomas	PhD	Assoc Prof	Econ & Finance	1.0	\$16,584	SI 2014
R	Tovar-Silos, Ricardo	PhD	Assist Prof	Info Sys & Anal	1.0	\$12,640	SI 2014
R	Watanabe, Hiroki	MA	Visit Instr	Econ & Finance	.50	\$5,000	SI 2014
N	Weeks, Kelly	PhD	Assist Prof	Mgmt & Mktg	1.0	\$98,000	2014-15

#### CENTER FOR COLLEGE READINESS

R	Carter, Ivalynn	MS	Instructor	Coll Readiness	1.0	\$6,518	SI 2014
R	Karahouni, Ismail	MS	Instructor	Coll Readiness	1.0	\$3,741	SI 2014
R	Kemble, Joe	EdD	Assist Prof	Coll Readiness	1.0	\$9,372	SI 2014
R	Titus, Freddie	EdD	Adjunct	Coll Readiness	.50	\$3,000	SI 2014

#### CENTER FOR DISTANCE EDUCATION

R	Gallaspy, Beth	MA	Adjunct	Communication	.40	\$2,683	SI 2014
R	Ismatara, Reena	MA	Adjunct	Health & Kine	.20	\$2,683	SI 2014
R	Large, Jennifer	MBA	Visit Instr	Info Sys & Anal	.40	\$3,873	SI 2014

#### COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Abernathy, Lucy	EdD	Assoc Prof	Ed Leadership	.50	\$6,035	SI 2014
R	Allen, Shannon	EdD	Field Sup	Ed Leadership	.49	\$3,200	SI 2014
R	Ammons, Rachel	MEd	Visit Assist Prof	C & SP	1.0	\$8,833	SI 2014
N	Arrington, Kimberly	MEd	Field Sup	C & SP	.49	\$9,000	SI 2014
R	Arrington, Kimberly	MEd	Adjunct	C & SP	.49	\$5,366	SI 2014
R	Arterbury, Elvis	PhD	Professor	Ed Leadership	.50	\$7,565	SI 2014
R	Azodi, Donna	EdD	Assist Prof	Ed Leadership	.50	\$5,833	SI 2014
R	Bain, Richard	MEd	Field Sup	Ed Leadership	.49	\$3,200	SI 2014
N	Bartlett, Mary	PhD	Adjunct	Ac Partnership	.49	\$3,000	SI 2014
R	Baur, Kathryn	EdD	Clinic Instr	Ed Leadership	1.0	\$18,333	SI 2014
R	Beard, Ronald	EdD	Field Sup	Ed Leadership	.49	\$3,200	SI 2014
R	Boatwright, Doug	PhD	Chair/Prof	Health & Kine	.50	\$6,507	SI 2014

R	Boatwright, Doug	PhD	Chair/Prof	Health & Kine	1.0	\$6,507	SIII2014
R	Borel, DarylAnn	EdD	Clinic Instr	Ed Leadership	.50	\$5,167	SI 2014
R	Bussey, Lauren	MEd	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Butaud, Gayle	EdD	Instructor	Prof Pedg	.50	\$4,922	SI 2014
R	Butcher, Jennifer	PhD	Assoc Prof	Ed Leadership	1.0	\$24,600	SIII2014
N	Byas, Deidra	MEd	Adjunct	Ac Partnership	.49	\$3,500	SP 2014
R	Carter, Rick	PhD	Professor	Health & Kine	1.0	\$12,300	SIII2014
R	Chen, Jau-Jiin	PhD	Assoc Prof	Fam & Con Sci	.50	\$5,513	SIII2014
R	Collier, Virginia	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII2014
R	Cortez-Rucker, S.	MEd	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Cortez-Rucker, V.	PhD	Assoc Prof	Ed Leadership	.50	\$6,047	SI 2014
R	Cummings, Cynthia	EdD	Assist Prof	Ed Leadership	.50	\$5,679	SI 2014
R	Dahm, Molly	PhD	Assoc Prof	Fam & Con Sci	1.0	\$11,379	SI 2014
R	Davis, Randy	PhD	Assist Prof	C & SP	1.0	\$1,647	SI 2014
R	Davis, Randy	PhD	Assist Prof	C & SP	1.0	\$4,940	SIII2014
R	Eikenberg, Babette	EdD	Assoc Prof	Ed Leadership	1.0	\$24,600	SIII2014
R	Fikac, Natalie	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII2014
R	Floyd, Darrell	EdD	Field Sup	Ed Leadership	.49	\$1,600	SP 2014
R	Formica, Peter	MA	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Frels, Rebecca	PhD	Assist Prof	C & SP	1.0	\$10,600	SI 2014
R	Gachot, Richard	MA	Assoc Prof	Fam & Con Sci	1.0	\$10,983	SI 2014
R	Goldbeck, Tanya	EdD	Assist Prof	Prof Pedg	.50	\$4,685	SI 2014
R	Harris, Patricia	EdD	Clinic Instr	C & SP	1.0	\$4,597	SI 2014
R	Harris, Sandra	PhD	Professor	Ed Leadership	1.0	\$32,997	SIII2014
R	Henry, Lula	EdD	Assoc Prof	Prof Pedg	.50	\$6,722	SI 2014
R	Hernandez, Barbara	PhD	Professor	Health & Kine	.50	\$12,183	SI 2014
R	Holland, Deidre	MPH	Visit Instr	Health & Kine	.50	\$8,333	SI 2014
R	Jenkins, Marshall	EdD	Assoc Prof	Ed Leadership	.50	\$6,650	SI 2014
R	Karlin, Andrea	PhD	Professor	Prof Pedg	.50	\$6,549	SI 2014
R	Keith, Marc	EdD	Field Sup	Ed Leadership	.49	\$1,600	SP 2014
R	Keith, Marc	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII2014
R	Killough, Jill	PhD	Assist Prof	Fam & Con Sci	.50	\$4,813	SI 2014
R	Lacourt, Luis	MEd	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Logan, Sandra	MEd	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Lopez, Belinda	PhD	Assist Prof	C & SP	1.0	\$9,720	SI 2014
R	Martin, Gary	EdD	Professor	Ed Leadership	.50	\$7,425	SI 2014
R	Mason, Diane	PhD	Assist Prof	Ed Leadership	1.0	\$23,410	SIII2014
R	Millmore, Patrick	MEd	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Mohr, John	PhD	Assist Prof	C & SP	1.0	\$9,500	SI 2014
R	Morales, Julio	PhD	Assoc Prof	Health & Kine	1.0	\$11,559	SI 2014
R	Msengi, Clementine	EdD	Visit Assist Prof	Ed Leadership	1.0	\$20,000	SIII2014
R	Msengi, Israel	EdD	Assist Prof	Health & Kine	.50	\$4,929	SI 2014
R	Msengi, Israel	EdD	Assist Prof	Health & Kine	.50	\$4,929	SIII2014
R	Mullican, Jeanne	MS	Adjunct	Health & Kine	.50	\$2,683	SI 2014
R	Mylroie, Robika	PhD	Field Sup	C & SP	.49	\$6,000	SIII2014
R	Nelson, Cheryl	EdD	Clinic Instr	C & SP	1.0	\$8,667	SI 2014
R	Nguyen, Anna	PhD	Assist Prof	C & SP	1.0	\$10,333	SI 2014
R	Nicks, Robert	EdD	Assoc Prof	Ed Leadership	.50	\$4,454	SI 2014
N	O'Connor, Johnny	PhD	Assist Prof	Ed Leadership	1.0	\$70,000	2014-15
R	Owens, Mary	EdS	Field Sup	C & SP	.49	\$3,000	SIII2014
N	Perera-Diltz, Dilani	PhD	Assoc Prof	C & SP	1.0	\$73,000	2014-15
N	Praphul, Joshi	PhD	Assoc Prof	Health & Kine	1.0	\$68,000	2014-15
R	Preston, Rondall	PhD	Field Sup	Ed Leadership	.49	\$3,200	SIII2014
R	Reaves, Ron	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII2014
R	Rios, Cristina	PhD	Assoc Prof	Prof Pedg	.50	\$15,778	SI 2014
R	Roork, Ellen	MEd	Field Sup	C & SP	.49	\$3,000	SIII2014
R	Ruiz, Connie	PhD	Assoc Prof	Fam & Con Sci	1.0	\$12,236	SI 2014
R	Saltsman, George	MS	Research Assist Prof	Ed Leadership	1.0	\$25,000	SIII2014
R	Shelton, Kaye	PhD	Assoc Prof	Ed Leadership	1.0	\$27,490	SIII2014
R	Sheperis, Carl	PhD	Chair/Assoc Prof	C & SP	1.0	\$13,150	SI 2014

R	Sheperis, Donna	PhD	Assoc Prof	C & SP	1.0	\$73,000	2014-15
R	Sheperis, Donna	PhD	Adjunct	C & SP	.50	\$2,683	SI 2014
R	Shows, Amy	PhD	Professor	Fam & Con Sci	.50	\$6,867	SI 2014
R	Shows, Amy	PhD	Professor	Fam & Con Sci	.50	\$6,867	SI 2014
R	Shows, Amy	PhD	Professor	Fam & Con Sci	.50	\$6,867	SI 2014
N	Sprott, Katherine	PhD	Assist Prof	Prof Pedg	1.0	\$65,000	2014-15
R	Strickland, George	PhD	Assoc Prof	Health & Kine	.50	\$11,350	SI 2014
R	Thompson, Bob	PhD	Professor	Ed Leadership	.50	\$5,461	SI 2014
R	Thompson, Stewart	PhD	Chair/Assist Prof	Fam & Con Sci	.25	\$5,521	SI 2014
R	Tidwell, Deborah	MA	Adjunct	C & SP	.49	\$2,000	SI 2014
N	Toole, Lisa	MA	Adjunct	Ac Partnership	.49	\$3,500	SP 2014
R	Troxclair, Debra	PhD	Assist Prof	Ac Partnership	1.0	\$9,370	SI 2014
R	Tucker, Elizabeth	MEd	Adjunct	C & SP	.49	\$3,000	SI 2014
R	Vela, Carol	MS	Field Sup	C & SP	.49	\$3,000	SI 2014
N	Walker, Jr., William	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
R	Wallet, Kimberly	PhD	Assoc Prof	Fam & Con Sci	1.0	\$11,837	SI 2014
N	Wheeler, Melissa	MS	Adjunct	Ac Partnership	.49	\$3,000	SI 2014
R	Wines, Lisa	PhD	Assist Prof	C & SP	.50	\$10,833	SI 2014
R	Wood, Jane	MEd	Field Sup	C & SP	.49	\$3,000	SI 2014
R	Wright, Howell	EdD	Field Sup	Ed Leadership	.49	\$3,200	SI 2014
R	Young, James	PhD	Assist Prof	Ed Leadership	1.0	\$22,407	SI 2014

### COLLEGE OF ENGINEERING

R	Aung, Kendrick	PhD	Professor	Mech Engr	.50	\$7,180	SI 2014
N	Barzegaranbaboli, Mohammadreza	PhD	Assist Prof	Elect Engr	1.0	\$80,000	2014-15
R	Benson, Tracy	PhD	Assist Prof	Chem Engr	1.0	\$12,640	SI 2014
R	Brake, Nicholas	PhD	Assist Prof	Civil Engr	1.0	\$13,150	SI 2014
R	Chen, Daniel	PhD	Professor	Chem Engr	1.0	\$19,458	SI 2014
R	Chu, Hsing-wei	PhD	Professor	Mech Engr	.50	\$11,147	SI 2014
R	Curry, James	PhD	Assoc Prof	Indus Engr	.50	\$6,764	SI 2014
R	Curry, James	PhD	Assoc Prof	Indus Engr	.25	\$6,764	SI 2014
R	Fan, Xuejun	PhD	Professor	Mech Engr	.50	\$7,546	SI 2014
N	Guduru, Ramesh	PhD	Assist Prof	Mech Engr	1.0	\$79,002	2014-15
R	Lin, Jerry	PhD	Professor	Civil Engr	.50	\$8,968	SI 2014
R	Marquez, Alberto	PhD	Assoc Prof	Indus Engr	1.0	\$13,363	SI 2014
R	Reddy, G. N.	PhD	Assoc Prof	Elect Engr	1.0	\$15,913	SI 2014
R	Sayil, Selahattin	PhD	Assoc Prof	Elect Engr	1.0	\$20,005	SI 2014
R	Srinivasan, Malur	PhD	Professor	Mech Engr	.50	\$8,287	SI 2014
R	Tadmor, Rafael	PhD	Assoc Prof	Chem Engr	1.0	\$14,265	SI 2014
R	Tcheslavski, Gleb	PhD	Assoc Prof	Elect Engr	.50	\$6,579	SI 2014
R	Wei, Tao	PhD	Assist Prof	Chem Engr	.50	\$6,083	SI 2014
R	Wu, Xing	PhD	Assist Prof	Civil Engr	1.0	\$13,150	SI 2014
R	Wujcik, Evan	PhD	Assist Prof	Chem Engr	.50	\$6,083	SI 2014
R	Yentzen, Gary	BS	Instructor	Indus Engr	.50	\$5,208	SI 2014
R	Yentzen, Gary	BS	Instructor	Indus Engr	.50	\$5,208	SI 2014
R	Zhou, Jiang	PhD	Assoc Prof	Mech Engr	1.0	\$13,507	SI 2014

### COLLEGE OF FINE ARTS & COMMUNICATION

N	Acosta, Cherie	MFA	Visit Assist Prof	Theatre/Dance	1.0	\$41,000	2014-15
R	Byers, Beth	MA	Clinic Instr	Spch/Hearing	1.0	\$9,194	SI 2014
R	Byrne, Andrew	PhD	Assist Prof	Deaf Stud/Ed	1.0	\$8,334	SI 2014
N	Chinn, Kathleen	EDD	Assoc Prof	Deaf Stud/Ed	1.0	\$70,000	SP 2015
N	Clark, Jacob	PhD	Assist Prof	Music	1.0	\$53,001	2014-15
R	Dionne, Vickie	PhD	Assoc Prof	Spch/Hearing	1.0	\$10,638	SI 2014
N	Dueppen, Timothy	DMA	Assist Prof	Music	1.0	\$52,000	2014-15
R	Dyrhaug, Kurt	MFA	Professor	Art	1.0	\$10,914	SI 2014
R	Fischer, Julia	MFA	Instructor	Art	1.0	\$6,666	SI 2014
R	Harn, Monica	PhD	Chair/Assist Prof	Spch/Hearing	.50	\$6,321	SI 2014

R	Hemenway, Paul	PhD	Professor	Communication	.50	\$5,960	SI 2014
R	Howard, Connie	PhD	Assist Prof	Spch/Hearing	1.0	\$9,650	SI 2014
R	Jones, Lakeysha	MA	Instructor	Communication	1.0	\$2,683	SIII2014
N	Lee, ChongMin	PhD	Assist Prof	Deaf Stud/Ed	1.0	\$53,000	2014-15
R	Martin, Gabriel	EDD	Professor	Deaf Stud/Ed	.50	\$6,871	SI 2014
R	Matthis, Rose	MFA	Visit Instr	Art	1.0	\$30,000	2014-15
R	Mizener, Charlotte	PhD	Professor	Music	.50	\$5,671	SI 2014
R	Musyoka, Millicent	PhD	Assist Prof	Deaf Stud/Ed	1.0	\$8,841	SI 2014
R	Proksch, Bryan	PhD	Assist Prof	Music	.50	\$4,417	SI 2014
R	Radhakrishnan, Nandhu	PhD	Assist Prof	Spch/Hearing	1.0	\$10,770	SI 2014
R	Reading, Heather	PhD	Assist Prof	Spch/Hearing	.50	\$5,300	SI 2014
R	Rissman, Maurice	DMA	Assoc Prof	Music	.66	\$7,002	SI 2014
R	Roth, Lane	PhD	Assoc Prof	Communication	1.0	\$11,019	SI 2014
N	Saul, Richard	PhD	Adjunct	Spch/Hearing	.50	\$4,000	SII 2014
R	Scarduzio, Jennifer	PhD	Assist Prof	Communication	.50	\$4,244	SI 2014
R	Shannon, Eric	MA	Instructor	Music	1.0	\$58,500	2014-15
R	Stanley, O'Brien	MFA	Professor	Communication	.50	\$6,332	SIII2014
R	Stanley, Ruth	MA	Instructor	Communication	.50	\$2,788	SIII2014
R	Whisenhunt-Saar, Karen	MA	Clinic Instr	Spch/Hearing	1.0	\$52,000	2014-15
R	Whisenhunt-Saar, Karen	MA	Adjunct	Spch/Hearing	.40	\$4,000	SI 2014
R	Wright, Christopher	MFA	Assist Prof	Theatre/Dance	.50	\$4,212	SI 2014
R	Yao, Qingjiang	PhD	Assist Prof	Communication	.50	\$4,417	SIII2014

## LIBRARY

None

## CHANGE OF STATUS

Name	Department	Change of Status	Period
Baur, Kathryn	Ed Leadership	From Clinic Instr to Doctoral Academic Advisor/Clinic Instr	SP 2014
Couch, P. J.	Math	From Visit Assist Prof to Assist Prof	Fall 2014
Meline, Timothy	Academic Affairs	From Prof to Spec Assist to the Provost	SIII2014
Nicoletto, Paul	Biology	From Int Chair/Prof to Chair/Prof	2014-15
Puente, Christina	Ed Leadership	From Field Sup to Adjunct	SP 2014
Robinson, Ruthie	Arts & Sciences	From Adjunct to Part-time Assist to Dean/Assoc Prof	SI 2014
Sheperis, Carl	C & SP	From 9-month 12-month contract	2014-15
Snook, JoyDel	C & SP	From Adjunct to Assist Prof	2014-15
Wilkinson, MaryE	Math	From Int Chair/Assoc Prof to Chair/Assoc Prof	2014-15

## SALARY STIPEND

Name	Department	Amount of stipend	Period
Adams, Nancy	Ac Partnership	Received \$7,000 for course instruction	SP 2014
Aguilar, Amanda	Distance Ed	Received \$2,500 for course instruction	SP 2014
Akright, Jan	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Akright, Jan	Nursing	Received \$5,127 for	SI 2014

Allison, Amanda	Distance Ed	Coordinator of RN-BSN articulation track duties Received \$500 for course instruction	SP 2014
Ammons, Rachael	Ac Partnership	Received \$2,000 for course instruction	SP 2014
Ammons, Rachael	Ac Partnership	Received \$2,000 for course instruction	Summer 2014
Andrei, Stefan	Ac Partnership	Received \$3,000 for course instruction	SP 2014
Armacost, James	Biology	Received \$900 as Director of Environmental Sciences	Summer 2014
Arterbury, Elvis	Ac Partnership	Received \$500 for course instruction	Summer 2014
Azodi, Donna	Ac Partnership	Received \$7,000 for course instruction	SP 2014
Azodi, Donna	Ac Partnership	Received \$1,500 for course instruction	Summer 2014
Barnes, Cynthia	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Bartlett, Karen	Ac Partnership	Received \$6,500 for course instruction	SP 2014
Bean, Christy	Ac Partnership	Received \$6,000 for course instruction	SP 2014
Benavides, Roy	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Benson, Jack	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Benson, Tracy	Chem Engr	Received \$12,640 for Unit Operations Lab Design	SII 2014
Beyle, Andrey	Coll of Engr	Received \$29,360 for research and reports	SIII2014
Blume, Nancy	Ac Partnership	Received \$500 for course instruction	SP 2014
Boatwright, John	Distance Ed	Received \$3,500 for course instruction	SP 2014
Borel, DarylAnn	Ac Partnership	Received \$5,000 for course instruction	SP 2014
Borel, DarylAnn	Ac Partnership	Received \$3,500 for course instruction	Summer 2014
Bothel, Richard	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Bridges, Christine	English/M Lang	Received \$6,060 for administrative duties	Summer 2014
Bronson, Eric	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Bronson, Eric	Soc/SW/CJ	Received \$13,364 as Director of Criminal Justice Program	Summer 2014
Butcher, Jennifer	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Chang, Chiung-Fang	Ac Partnership	Received \$5,000 for course instruction	SP 2014
Chang, Chiung-Fang	Soc/SW/CJ	Received \$10,294 as Director of Sociology Program	Summer 2014
Chen, Jau-Jin	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Chiou, Peen	Distance Ed	Received \$500 for course instruction	SP 2014
Cortez-Rucker, Vance	Ac Partnership	Received \$7,000 for course instruction	SP 2014
Creel, Jimmy	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Cummings, Cynthia	Ac Partnership	Received \$7,500 for course instruction	SP 2014

Davis, Mary	Ac Partnership	Received \$11,500 for course instruction	SP 2014
Davis, Randy	Ac Partnership	Received \$3,000 for course instruction	SP 2014
Deppe, Scott	Music	Received \$10,000 for Dir of Summer Band Camps duties	Summer 2014
Deppe, Scott	Music	Received \$8,778 for Marching Band preparation	Summer 2014
Durso, Cassandra	Ac Partnership	Received \$4,000 for course instruction	SP 2014
Ervin, Mel	Ac Partnership	Received \$500 for course instruction	SP 2014
Ervin, Mel	Distance Ed	Received \$1,000 for course instruction	SP 2014
Fife, Travis	Music	Received \$5,100 for Marching Band Percussion preparation	Summer 2014
Frels, Rebecca	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Frels, Rebecca	Ac Partnership	Received \$500 for course instruction	Summer 2014
Gauthreaux, Kim	Distance Ed	Received \$500 for course instruction	SP 2014
Gubala, Sara	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Gummelt, Virginia	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Hall, Brooke	Ac Partnership	Received \$3,000 for course instruction	SP 2014
Hall, Iva	Ac Partnership	Received \$1,750 for course instruction	SP 2014
Hall, Iva	Nursing	Received \$7,502 for Director of Undergraduate Nursing Studies duties	SI 2014
Harden, Brad	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Harris, Patricia	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Harris, Patricia	Ac Partnership	Received \$500 for course instruction	Summer 2014
Hawkins, Charles	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Haynes, Adam	Ac Partnership	Received \$3,000 for course instruction	SP 2014
Hillin, Sara	English/M Lang	Received \$9,410 for administrative duties	Summer 2014
Hsu, Henda	Ac Partnership	Received \$5,000 for course instruction	SP 2014
Hunt, Kristyn	Ac Partnership	Received \$3,000 for course instruction	SP 2014
Jagneaux, Lara	Distance Ed	Received \$500 for course instruction	SP 2014
Jagneaux, Lara	BAAS	Received \$3,000 for Program Coordinator duties	Summer 2014
Jarrell, Johnny	Ac Partnership	Received \$3,000 for course instruction	SP 2014
Jaycox, Linda	Ac Partnership	Received \$13,000 for course instruction	SP 2014
Jenkins, Marshall	Ac Partnership	Received \$7,000 for course instruction	SP 2014
Johnson, Cheryl	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Johnson, Gretchen	Ac Partnership	Received \$500 for course instruction	SP 2014
Jones, Lakeysha	Ac Partnership	Received \$3,000 for course instruction	SP 2014

Kang, Kyehong	Ac Partnership	instruction Received \$4,000 for course	SP 2014
Koh, Hikyoo	Distance Ed	instruction Received \$500 for course	SP 2014
Lanier, Boyd	Ac Partnership	instruction Received \$500 for course	SP 2014
Lanier, Boyd	Political Sci	Received \$2,500 as Academic Advisor for MPA and Undergraduate Studies	Summer 2014
Lin, Cheng-Hsien	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Long, Elizabeth	Ac Partnership	Received \$500 for course instruction	SP 2014
Lopez, Belinda	Ac Partnership	Received \$1,500 for course instruction	Summer 2014
Lou, Helen	Chem Engr	Received \$1,500 for course instruction	SP 2014
Mann, Jim	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Martin, Gary	Ac Partnership	Received \$7,000 for course instruction	SP 2014
Martin, Gary	Ac Partnership	Received \$3,500 for course instruction	Summer 2014
Matthis, Michael	English/M Lang	Received \$6,019 for administrative duties	Summer 2014
Mayper, Theresa	Ac Partnership	Received \$500 for course instruction	SP 2014
Mayper, Theresa	Distance Ed	Received \$1,500 for course instruction	SP 2014
McAfee, Nancye	Ac Partnership	Received \$250 for course instruction	SP 2014
McCoy, Timothy	Acct & Bus Law	Received \$3,500 for oversight of accounting student internships	SP 2014
Mohr, John	Ac Partnership	Received \$1,000 for course instruction	Summer 2014
Myler, Harley	Civil Engr	Received \$21,067 for William B. Mitchell Endowed Chair duties	SI112014
Nelson, Cheryl	Ac Partnership	Received \$500 for course instruction	Summer 2014
Nguyen, Anna	Ac Partnership	Received \$500 for course instruction	Summer 2014
Nicks, Robert	Ac Partnership	Received \$500 for course instruction	SP 2014
Owen, Cissie	Ac Partnership	Received \$10,500 for course instruction	SP 2014
Pape, Tess	Ac Partnership	Received \$1,000 for course instruction	SP 2014
Popp, Charles	Ac Partnership	Received \$1,000 for course instruction	SP 2014
Poston, Ken	Ac Partnership	Received \$2,000 for course instruction	SP 2014
Ravey, Jennifer	English/M Lang	Received \$7,107 for Director of Writing Center duties	Summer 2014
Richmond, Peyton	Chem Engr	Received \$30,023 for summer salary	Summer 2014
Roebuck, Karen	Ac Partnership	Received \$2,000 for course instruction	SP 2014
Shannon, Eric	Music	Received \$6,500 for Marching Band preparation	Summer 2014
Shearer, Raymond	Ac Partnership	Received \$1,500 for course instruction	SP 2014

Sheperis, Carl	Ac Partnership	Received \$6,000 for course instruction	SP 2014
Sheperis, Carl	Ac Partnership	Received \$500 for course instruction	Summer 2014
Sisk, Dorothy	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Smith, Amy	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Smith, Sedef	Ac Partnership	Received \$500 for course instruction	SP 2014
Smith, Sheila	Ac Partnership	Received \$750 for course instruction	SP 2014
Smith, Tad	Ac Partnership	Received \$4,000 for course instruction	SP 2014
Stephens, Lu	Ac Partnership	Received \$500 for course instruction	SP 2014
Stewart, Arthur	English/M Lang	Received \$1,710 for Director of Center for Philosophical Studies duties	Summer 2014
Sullivan, Michael	Soc/SW/CJ	Received \$14,184 as Director of Social Work Program duties	Summer 2014
Tovar-Silos, Ricardo	Ac Partnership	Received \$500 for course instruction	SP 2014
Vanderleeuw, James	Political Sci	Received \$1,500 for Jack Brooks Endowed Chair duties	SIII2014
Villate, Vanessa	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Walker, Mary	Ac Partnership	Received \$250 for course instruction	SP 2014
Wang, Sujing	Computer Sci	Received \$1,500 for course instruction	SP 2014
Wei, Tao	Chem Engr	Received \$1,500 for course instruction	SP 2014
Wines, Lisa	Ac Partnership	Received \$1,000 for course instruction	Summer 2014
Yuan, Robert	Chem Engr	Received \$21,043 for Andrew and Joyce Green Endowed Chair duties	SIII2014

## **ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Anderson, Anthony, Assistant Football Coach at \$80,000.00, effective April 15, 2014.
2. Burton, Brian, Assistant Men's Basketball Coach at \$44,200.00, effective June 15, 2014.
3. Criner, Mark, Assistant Football Coach at \$66,000.00, effective April 25, 2014.
4. Florence, Tyler, Outdoor Pursuits Coordinator for Recreational Sports at \$32,808, effective July 15, 2014
5. Irving, Melissa; Assistant Director of Academic Partnerships, at a 12-month rate of \$45,396, effective June 15, 2014
6. Kummer, Robert, Assistant Football Coach at \$70,000.00, effective April 15, 2014.
7. Mutz, Kyle; Director of Disability Resource Center, at a 12-month rate of \$60,000, effective April 1, 2014
8. Nunn, Arlington, Assistant Football Coach at \$53,000.00, effective May 1, 2014.
9. Pace, Matthew, Director of Men's Basketball Operations, at \$40,000.00, effective June 15, 2014
10. Wright, Lejon, Assistant Women's Basketball Coach at \$28,000.00, effective June 1, 2014.

### **CHANGE OF STATUS**

1. Hymer, Margo; Assistant Director Student Financial Assistance, at a 12-month rate of \$40,500, effective May 19, 2014.

## **LEAVE OF ABSENCE**

1. Garrett, David; Associate Director of Operations, Recreational Sports, begin FMLA leave with pay, effective April 28, 2014.
2. Garrett, David; Associate Director of Operations, Recreational Sports, return from FMLA, effective May 6, 2014.
3. Shoefstall, Sherri; Director of Student Advising and Retention Services, begin FMLA leave with pay, effective March 36, 2014.
4. Shoefstall, Sherri; Director of Student Advising and Retention Services, begin FMLA leave without pay, effective April 14, 2014.
5. Shoefstall, Sherri; Director of Student Advising and Retention Services, return from FMLA, effective May 12, 2014.
6. Taylor, Samantha; Assistant Director Admissions, begin FMLA, effective May 13, 2014.
7. Taylor, Samantha; Assistant Director Admissions, return from FMLA, effective May 23, 2014.

## **SEPARATION**

1. None.

## **RECLASSIFICATION**

1. None

## **RESIGNATION**

1. Allen, Johnson, Assistant Football Coach, Effective January 7, 2014.
2. Broussard, Willie; Associate Director of Academic Partnerships, effective April 30, 2014
3. Brown, James, Assistant Football Coach, Effective April 1, 2014.
4. Bradley, Williams, Assistant Football Coach, Effective April 1, 2014
5. Greenwood, Blair, Assistant Volleyball Coach, Effective Febuary, 3, 2014.
6. Grudier, Christi, Residence Director for Residence Life, effective July 11, 2014
7. Holmes, Kermit, Assistant Men's Basketball Coach, Effective May 7, 2014.
8. Huddleston, Claude, Assistant Director for Residence Life, effective July 3, 2014.
9. Huebner, Christopher, Outdoor Pursuits Coordinator for Recreational Sports, effective April 2014.
10. Owens, Elissa, Residence Director for Residence Life, effective July 23, 2014.
11. Vadopalaite, Saule, Assistant Women's Basketball Coach, Effective 05/07/14.
12. Wilkinson, Michael; Associate Director of Lamar Alive/CE, Setzer Student Center, effective June 13, 2014

## **RETIREMENT**

1. Echols, Margaret, Counselor I for the Student Health Center, effective May 18, 2014.

## **PROMOTION**

1. None

## **STIPENDS**

1. Monroe, Vernice, ended Interim Asst. Vice President for Student Engagement stipend effective June 30, 2014.

## **COMMISSIONING AND BONDING OF POLICE OFFICERS**

1. None

## Sam Houston State University

### FACULTY PERSONNEL CHANGES

#### RESIGNATION

1. Bellah, Jeremy, Assistant Professor, Management & Marketing, effective August 31, 2014.
2. Blackburne, Edward, Associate Professor, Economics and International Business, effective August 31, 2014.
3. Boutwell, Brian, Assistant Professor, Criminal Justice and Criminology, effective July 31, 2014.
4. Carretin, Zachary, Assistant Professor, Music, effective May 31, 2014.
5. Chance, Rosemary, Associate Professor, Library Science, effective May 31, 2014.
6. Knight, Kelly, Assistant Professor, Criminal Justice and Criminology, effective August 15, 2014.
7. Lim, Hayoung, Assistant Professor, Music, effective May 31, 2014.
8. Vincent, Mary Anne, Assistant Professor, Nursing, effective May 31, 2014.

#### RETIREMENTS

1. Dowling, Jerry, Professor, Criminal Justice and Criminology, effective May 31, 2014.
2. Kirk, Joe, Professor, Mathematics and Statistics, effective May 31, 2014.
3. Lynch, Sharon, Professor, Language, Literacy and Special Populations, effective August 31, 2014.
4. Raymond, Kay, Associate Professor, Foreign Languages, effective August 31, 2014.

#### CHANGES IN STATUS

1. Berg, Milo, Assistant Dean, College of Business Administration and Associate Professor, Economics and International Business; to Associate Professor and Acting Chair, Economics and International Business, effective June 1, 2014.
2. Blackburne, Edward, Associate Professor and Chair, Economics and International Business; to Associate Professor, Economics and International Business, effective May 31, 2014.
3. Edmonson, Stacey, Professor, Education and Chair, Ed Leadership and Counseling; to Professor, Education and Dean, College of Education, effective July 16, 2014.
4. Webb, Vincent, Dean and Professor, Criminal Justice & Criminology; to Professor, Criminal Justice and Criminology, effective August 31, 2014.

#### TENURE

1. Lacourse, Michael, Professor of Kinesiology, effective September 1, 2014.

## FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF BUSINESS ADMINISTRATION						
N Brown, Diana M.	J.D.	Asst. Prof.	Gen. Bus. & Fnce.	1.00	60,012	FY 2015
R Dickens, Gregory	M.B.A.	Lect.-Pool	Mngt. & Marketing	0.75	6,408	3 2014
R Ehrhardt, Kyle P.	M.S.	Lect.-Pool	Mngt. & Marketing	0.25	7,002	3 2014
N Ellegood, William	M.B.A.	Asst. Prof.	Mngt. & Marketing	1.00	92,016	FY 2015
R Garrison, Nicole M.	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.75	7,947	3 2014
N Reutzel, C.	Ph.D.	Asst. Prof.	Mngt. & Marketing	1.00	97,002	FY 2015
COLLEGE OF CRIMINAL JUSTICE						
R Betts, Catherine	M.S.	Lect.-Pool	CJ & Criminology	0.50	6,000	3 2014
R Krumholz, Lindsey	M.S.	Lect.-Pool	CJ & Criminology	0.50	6,000	2 2014
R Lunsford, Kevin	B.S.	Lect.-Pool	CJ & Criminology	0.25	3,000	2 2014
R Mabry, James	M.A.	Lect.-Pool	CJ & Criminology	0.25	3,000	3 2014
N Tasca, Melinda	M.S.	Lect.-Pool	CJ & Criminology	0.25	3,000	3 2014
COLLEGE OF EDUCATION						
R Aguilar-Crandall, M.	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	3 2014
R Akay, Sinem	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R Allen, Robert	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R Aucoin, Jennifer	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R Bajza, Susan	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R Benge, Cindy	Ed.D.	Lect.-Pool	Lang.,Lit.,&SpPop	0.50	4,923	3 2014
R Bethel, Jana	Ed.D.	Lect.-Pool	Lang.,Lit.,&SpPop	1.00	9,846	3 2014
R Borg, Susan	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
N Brock, Rosemarie	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	3 2014
R Clark, Cindy	M.S.	Lect.-Pool	Lang.,Lit.,&SpPop	0.25	2,462	3 2014
R Collier, Crystal	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R Dausat, Jodine	M.Ed.	Lect.-Pool	Lang.,Lit.,&SpPop	0.25	2,462	3 2014
R DeFrance, Emily	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	3 2014
R Haas, Lory	Ed.D.	Lect.-Pool	Lang.,Lit.,&SpPop	0.75	10,004	3 2014
R Hail, Darol	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	5,601	3 2014
R Hemmen, Janene	M.Ed.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R Hersperger, Susan	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014

R	Hilberth, Michele	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	Hood, Gary	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,801	3 2014
R	Horton, Robert	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	King, Carolyn	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	Kinsworthy, Sarah	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	McDonald, Lelia	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
N	Moore, Robin	Ed.D.	Lect.-Pool	Library Science	0.75	7,385	3 2014
R	Perzan-Wooderson, M.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,801	3 2014
R	Pinto, Prasopsuk	M.S.	Lect.-Pool	Lang., Lit., & SpPop	0.75	7,385	3 2014
R	Richardson, R.	Ph.D.	Lect.-Pool	Lang., Lit., & SpPop	0.17	1,674	3 2014
R	Rodriguez-Almendarez	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	Sheneman, Laura	Ed.D.	Lect.-Pool	Library Science	1.00	9,846	3 2014
R	Skeen, Christel	M.Ed.	Lect.-Pool	Lang., Lit., & SpPop	0.17	1,674	2 2014
R	Vijil, Veronica	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	Walker, Kate	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	Webb, Michael	Ph.D.	Lect.-Pool	Lang., Lit., & SpPop	0.25	2,802	3 2014
R	Williams, John	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014
R	Zoda, Pamela	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	3 2014

COLLEGE OF FINE ARTS AND MASS  
COMMUNICATION

R	Crabtree, John	D.M.A.	Lect.-Pool	Music	0.50	7,002	3 2014
R	Lee, Karen	J.D.	Lect.-Pool	Mass Comm.	0.25	3,002	2 2014
R	Sowa, Petrina	M.F.A.	Lect.-Pool	Art	0.25	3,501	2 2014
R	Weedman, Matthew	M.F.A.	Lect.-Pool	Art	0.25	3,002	2 2014

COLLEGE OF HEALTH SCIENCES

R	Boaz, Eileen	M.A.	Lect.-Pool	Health & Kines.	0.50	4,923	3 2014
R	Dougherty, Laura	M.S.	Lect.-Pool	Health & Kines.	0.25	2,462	2 2014
R	Morris, Forstine	M.S.N.	Lect.-Pool	Nursing	0.25	1,875	3 2014
R	Oden, Simmie	M.A.	Lect.-Pool	Health & Kines.	0.75	7,385	3 2014
R	Stone, Susie	M.A.	Lect.-Pool	Health & Kines.	0.50	8,253	2 2014

COLLEGE OF HUMANITIES AND SOCIAL  
SCIENCES

R	Baker, Caleb	M.A.	Lect.-Pool	Foreign Lang.	0.25	3,000	3 2014
N	Barker, Maria	Ph.D.	Asst. Prof.	Foreign Lang.	1.00	53,010	FY 2015
R	Gallien, Terold	M.S.	Lect.-Pool	Foreign Lang.	0.50	6,402	2 2014
R	Gongora, Jennifer	M.A.	Lect.-Pool	Foreign Lang.	0.25	3,000	2 2014
R	Griggs, Harriet	Ph.D.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,000	2 2014
R	Holmberg, Joseph	M.S.	Lect.-Pool	Foreign Lang.	1.00	12,804	3 2014
N	Knesek, Natalie	M.S.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,000	3 2014
R	Luu, Phuc	M.A.	Lect.-Pool	Psy. & Philosophy	0.50	6,000	3 2014
N	Medina Lopez, Julio	M.A.	Lect.-Pool	Foreign Lang.	0.25	3,000	2 2014
R	Payne, Christine	M.Ed.	Lect.-Pool	Foreign Lang.	0.25	3,501	2 2014
R	Powell, Audrey	Ph.D.	Lect.-Pool	Foreign Lang.	0.50	6,000	3 2014
R	Raju, Ritu	Ph.D.	Lect.-Pool	English	0.25	3,000	3 2014
R	Renteria, Ray	M.A.	Lect.-Pool	Foreign Lang.	0.75	10,503	3 2014
R	Seaberg, Bradley	M.A.	Lect.-Pool	Psy. & Philosophy	0.50	6,000	2 2014
R	Townsend, K.	M.S.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,000	3 2014

#### COLLEGE OF SCIENCES

R	Benke, Dale	M.Ed.	Lect.-Pool	Ag. & Indus. Sci.	0.25	3,378	2 2014
R	Coogler, Keith	Ed.D.	Lect.-Pool	Ag. & Indus. Sci.	0.50	8,658	3 2014
R	DeShazo, Mary	Ph.D.	Lect.-Pool	Chemistry	0.25	3,344	2 2014
N	Gulacar, Ozcan	Ph.D.	Asst. Prof.	Chemistry	1.00	66,006	FY 2015
R	Hudgeons, Cheri	M.S.	Lect.-Pool	Mth. & Statistics	0.25	4,001	3 2014
R	McCain, Shelly	M.S.	Lect.-Pool	Biological Sci.	0.08	640	3 2014
R	Potkah, Gerald	M.S.	Lect.-Pool	Mth. & Statistics	0.50	7,002	2 2014
R	Prouty, Claire	M.S.	Lect.-Pool	Biological Sci.	0.50	6,003	3 2014
R	Tripp, Timothy	Ph.D.	Lect.-Pool	Biological Sci.	0.50	7,899	3 2014
N	Walters, Dwayne	M.Ed.	Lect.-Pool	Ag. & Indus. Sci.	1.00	12,006	F 2014
R	Waugh, Terrence	Ph.D.	Lect.-Pool	Ag. & Indus. Sci.	0.25	3,750	2 2014
R	Wilson, Marsha	M.B.A.	Lect.-Pool	Ag. & Indus. Sci.	0.50	6,756	3 2014
R	Young, Margaret	M.Ed.	Lect.-Pool	Mth. & Statistics	0.75	9,005	3 2014

## SAM HOUSTON STATE UNIVERSITY

### ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

#### ADDITIONS

1. Armstrong, Matthew, Coach Associate Women's Soccer, Athletics, at a 12-month rate of \$31,848, on a full-time basis effective June 16, 2014.
2. Ashton, Kyle, Assistant Director for Hall Staff and Community Development, Residence Life, at a 12-month rate of \$46,152, on a full-time basis effective June 1, 2014.
3. Avery, William, Residence Hall Director, Residence Life, at a 12-month rate of \$27,504, on a full-time basis effective June 1, 2014.
4. Bodden, Krystin, Assistant Director for Lowman Student Center Operations, Lowman Student Center, at a 12-month rate of \$40,416, on a full-time basis effective June 16, 2014.
5. Cardiel, Laura, Financial Aid Counselor, Financial Aid, at a 12-month rate of \$27,456, on a full-time basis effective June 16, 2014.
6. Carpenter, Delacy, Residence Hall Director, Residence Life, at a 12-month rate of \$27,504, on a full-time basis effective June 1, 2014.
7. Coleman, Ar'Niqua, Financial Aid Counselor, Financial Aid, at a 12-month rate of \$27,456, on a full-time basis effective June 1, 2014.
8. Hernandez, Jose, Acting Vice President for Finance and Operations, Office of Finance and Operations, at a 12-month rate of \$192,000, on a full-time basis effective April 1, 2014.
9. Hess, Brian, Strength Coach, Athletics, at a 12-month rate of \$72,504, on a full-time basis effective April 16, 2014.
10. House, Casey, Facility Project Coordinator, Facilities Management, at a 12-month rate of \$50,040, on a full-time basis effective May 1, 2014.
11. Jackson, Brandon, Residence Hall Director, Residence Life, at a 12-month rate of \$27,504, on a full-time basis effective June 16, 2014.
12. Jennings, Rosalind, Coach Assistant Women's Basketball, Athletics, at a 12-month rate of \$55,080, on a full-time basis effective June 3, 2014.
13. Krysher, Sheyenne, Postdoctoral in Distance Education, Department of Agricultural and Industrial Sciences, at a 12-month rate of \$50,016, on a full-time basis effective June 1, 2014.
14. Lalli, Rico, Director of Project Management, Information Technology Enterprise Services, at a 12-month rate of \$91,008, on a full-time basis effective May 1, 2014.
15. Lammers, Shanna, Bursar Manager, Student Financial Services, at a 12-month rate of \$37,560, on a full-time basis effective May 16, 2014.
16. Mills, William, Video Producer, Academic Instructional Technology and Distance Learning, at a 12-month rate of \$31,848, on a full-time basis effective June 1, 2014.
17. Orphe, Gabriel, Admissions Counselor, Undergraduate Admissions, at a 12-month rate of \$32,976, on a full-time basis effective June 16, 2014.
18. Simple, Santana, Residence Hall Director, Residence Life, at a 12-month rate of \$27,504, on a full-time basis effective June 1, 2014.
19. Stephens, Stacy, Coach Associate, Athletics, at a 12-month rate of \$40,008, on a full-time basis effective June 1, 2014.
20. Verghese, David, Treasurer, Financial Services, at a 12-month rate of \$109,488, on a full-time basis effective May 1, 2014.
21. Yebra, David, Director of Special Programs, Office of the Provost and Vice President for Academic Affairs, at a 12-month rate of \$80,016, on a full-time basis effective May 1, 2014.
22. Zink, Abbey, Dean of College, College of Humanities and Social Sciences Office of the Dean, at a 12-month rate of \$182,016, on a full-time basis effective June 1, 2014.

#### CHANGES IN STATUS

1. Christian, Kelsey, Director of Corporate and Foundation Relations to Assistant Director of Club and Constituent Programs, Alumni Relations, at a 12-month rate of \$54,984, effective April 1, 2014.
2. Jones, Brandi, Office Supervisor to Assistant Director of Financial Aid, Financial Aid, at a 12-

## SAM HOUSTON STATE UNIVERSITY

- month rate of \$48,480, effective April 1, 2014.
3. Luna, Kristal, Financial Aid Counselor to Office Supervisor, Financial Aid, at a 12-month rate of \$36,168, effective May 1, 2014.
  4. Pless, Sean, Technician I to Computer Maintenance Supervisor, Newton Gresham Library, at a 12-month rate of \$37,536, effective May 1, 2014.
  5. Price, Lacey, Financial Aid Assistant I to Financial Aid Counselor, Financial Aid, at a 12-month rate of \$27,456, effective May 16, 2014.
  6. Smith-Herron, Autumn, Postdoctoral Research Intern to Research Scientist I, Texas Research Institute for Environmental Studies, no change in pay, effective May 16, 2014.
  7. Tackett, Jessica, Enrollment Management Marketing Coordinator to Assistant Director of Marketing and Guest Services, Residence Life, at a 12-month rate of \$42,000, effective June 1, 2014.
  8. Taylor, Michael, Technical Architect to Senior Technical Architect, Information Technology Enterprise Services, at a 12-month rate of \$98,064, effective May 16, 2014.
  9. Terry, Mickal, Staff Associate I to Assistant Athletic Director, Athletics, at a 12-month rate of \$39,408, effective May 1, 2014.
  10. Tipton, Brian, Technical Architect to Senior Technical Architect, Information Technology Enterprise Services, no change in pay, effective May 16, 2014.

### **DISMISSALS**

1. None

### **RESIGNATIONS**

1. Amason, Eric, ERP Analyst IV, Information Technology Enterprise Services, effective April 18, 2014.
2. Briggs, Amanda, Financial Aid Counselor, Financial Aid, effective May 9, 2014.
3. Brissette, Danielle, Museum Curator, Museum, effective March 31, 2014.
4. Caldwell, Wilnina, Coach Assistant Women's Basketball, Athletics, effective May 15, 2014.
5. Carson, Matthew, Assistant Athletic Director, Athletics, effective March 21, 2014.
6. Flaherty, Meredith, Coach Associate, Athletics, effective May 31, 2014.
7. Gregory, Adrian, Coach Assistant Softball, Athletics, effective May 31, 2014.
8. Ilahi, Maryam, Psychologist Counseling Center, Counseling Services, effective May 31, 2014.
9. Lammers, Shanna, Bursar Manager, Student Financial Services, effective May 19, 2014.
10. Miller, Philip, Coach Associate, Athletics, effective June 15, 2014.
11. Osborne, Kevin, Network Architect II, Information Technology Infrastructure and Support, effective May 31, 2014.
12. Pierce, David, Head Baseball Coach, Athletics, effective June 15, 2014.
13. Porter, Richard, Director of International Programs, International Programs, effective May 9, 2014.
14. Ramsden, Colt, ERP Analyst IV, Information Technology Enterprise Services, effective May 31, 2014.
15. Reinecker, Leslie, Coach Associate, Athletics, effective May 15, 2014.
16. Rogers, Kayla, Financial Aid Counselor, Financial Aid, effective May 29, 2014.
17. Sombrio, Charles, Admissions Counselor, Undergraduate Admissions, effective April 30, 2014.
18. Teague, Paula, Admissions Counselor, Undergraduate Admissions, effective April 16, 2014.
19. Valenzuela, Marta, Phonathon Manager, Office of University Advancement, effective May 9, 2014.

### **RETIREMENTS**

1. None

### **DEATH**

SAM HOUSTON STATE UNIVERSITY

1. None

**COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS**

1. Kleinpeter, Brittany, effective April 15, 2014.
2. Weathersby, William, effective April 15, 2014.

## **Sul Ross State University**

### **FACULTY PERSONNEL CHANGES**

#### **RESIGNATIONS**

1. Kalam, Md, Associate Professor of Chemistry, August 31, 2014.
2. Marks, Christopher, Head Women's Basketball Coach and Lecturer in Education, July 15, 2014.
3. Olive, Tamara, Assistant Professor of Education, August 31, 2014.

#### **RETIREMENTS**

1. None to report

#### **LEAVE OF ABSENCE**

1. None to report

#### **NON-REAPPOINTMENTS**

1. None to report

#### **CHANGES IN STATUS**

1. Briseno, Rosemary, Visiting Assistant Professor to Assistant Professor of English, Fall 2014.
2. Funasaki, Eric, Visiting Assistant Professor to Assistant Professor of Mathematics, Fall 2014.
3. Francis, Theron, Visiting Assistant Professor to Assistant Professor of English, Fall 2014.

#### **PROMOTION AND TENURE**

1. None to report

## FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF AG & NATURAL RES SCIENCES						
R Loomis, Lynn	Ph.D.	Lecturer	Natural Resource Management	27%	\$2,840	Sum I 2014
COLLEGE OF ARTS & SCIENCES						
R Alaniz, Alfred	M.S.	Lecturer	Biology, Geology, and Physical Sciences	53%	\$5,680	Sum I 2014
N Bhattacharjee, Anirban	M.S.	Instructor	Biology, Geology, and Physical Sciences	100%	\$39,000	2014-2015
N Burnett, Ella	M.F.A.	Lecturer	Fine Arts & Communications	20%	\$2,130	Sum I 2014
N Burnett, Michael	M.F.A.	Lecturer	Fine Arts & Communications	60%	\$6,390	Sum I 2014
R Cockrum, David L.	Ph.D.	Professor	Behavioral & Social Sciences	50%	\$45,235	2013-14
N Graham, Sean	Ph.D.	Asst. Professor	Biology, Geology, and Physical Sciences	100%	\$45,000	2014-2015
R Kelsch, Jessica	M.S.	Lecturer	Biology, Geology, and Physical Sciences	79%	\$8,400	Sum I 2014
N Kelsch, Jessie	M.S.	Lecturer	Biology, Geology, and Physical Sciences	100%	\$30,000	2014-2015
R Morgan, Raymond V.	Ph.D.	Professor	Computer Science & Mathematics	50%	Leave of Absence	2013-14
R Nichols, Jessica	B.S.	Lecturer	Biology, Geology, and Physical Sciences	13%	\$1,420	Sum I 2014
R Sager, Nelson C.	Ph.D.	Professor	Languages and Literature	50%	\$43,725	2013-14
R Sawyer, Jay	M.F.A.	Lecturer	Fine Arts & Communications	20%	\$2,130	Sum II 2014
R Spring, Susan	M.A.	Lecturer	Languages & Literature	20%	\$2,130	Sum I 2014
R Spring, Susan	M.A.	Lecturer	Languages & Literature	14%	\$1,500	Sum II 2014
N Stone, John	B.S.	Lecturer	Biology, Geology, and Physical Sciences	22%	\$2,333.34	Sum I & II 2014
COLLEGE OF PROFESSIONAL STUDIES						
N Feldmann, Taylor	Ph.D.	Asst. Professor	Education	100%	\$45,000	2014-2015
R Fox, Caroline S.	M.Ed.	Lecturer	Education	50%	\$2,130	Sum I 2014
N Kline, Crishel	M.S.	Lecturer	Kinesiology	20%	\$2,130	Sum II 2014
N Kline, Crishel	Ph.D.	Asst. Professor	Education	100%	\$45,000	2014-2015
N Latham, Stephanie	Ph.D.	Lecturer	Kinesiology	20%	\$2,130	Sum I 2014
R Latham, Stephanie	Ph.D.	Lecturer	Kinesiology	40%	\$4,260	Sum II 2014
R Lynn, Charles	B.A.	Lecturer	Kinesiology	6%	\$710	Sum I 2014
R Lynn, Charles	B.A.	Lecturer	Kinesiology	27%	\$2,840	Sum II 2014
R Matthews, Robert C.	M.B.A.	Professor	Business Administration	50%	\$39,995	2013-2014
R Meyer, Ellen A.	M.A.	Lecturer	Business Administration	20%	\$2,130	Sum I 2014
N Rodriguez, Diana	M.A.	Instructor	Education	100%	\$45,000	2014-2015
R Rubin, Mark R.	Ph.D.	Lecturer	Criminal Justice	20%	\$2,130	Sum II 2014
R Short, Glenn	M.Ed.	Lecturer	Education	20%	\$2,130	Sum I 2014
R Smith, Roy	Ed.D.	Lecturer	Industrial Technology	60%	\$6,390	Sum I 2014
N Tavitias, Michael Aaron	M.Ed.	Lecturer and Head Women's	Education	100%	\$47,000	2014-2015

## Basketball Coach

R	Wadley, Cynthia Ann	M.Ed.	Lecturer	Education	40%	\$4,260	Sum I 2014
R	Wadley, Cynthia Ann	M.Ed.	Lecturer	Education	20%	\$4,260	Sum II 2014

## RIO GRANDE COLLEGE

R	Kohut, Darren P.	M.S.	Lecturer	Behavioral & Social Sciences	20%	\$2,130	Sum I 2013
R	Lewis, Pauline A.	Ed.D.	Lecturer	Education	40%	\$4,260	Sum I 2014
R	Overfelt, Robert C.	Ph.D.	Professor	Liberal Arts	50%	\$39,229	2013-14
R	Roethler, Jeremy S.	Ph.D.	Lecturer	Education	20%	\$2,130	Sum I 2014
R	Watkins, Joy G.	M.A.	Lecturer	Education	20%	\$2,130	Sum II 2014
R	Vela, Joel E.	Ed.D.	Lecturer	Humanities	40%	\$4,260	Sum I 2014
R	Vela, Joel E.	Ed.D.	Lecturer	Humanities	20%	\$2,130	Sum II 2014

## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Darby, William, Assistant Director of Financial Assistance, at a twelve months' salary rate of \$32,836, February 24, 2014.
2. Koontz, Don, Head Women's Soccer Coach and Recreational Sports Assistant, at a ten and a half months' salary rate of \$30,000, effective July 1, 2014.

### **CHANGES IN STATUS**

1. Brown, Maricela, Training Development Specialist to Business Development Specialist at a twelve months' salary rate of \$42,000, effective June 1, 2014.
2. Gernentz, Jacob, Interim Rodeo Coach to Rodeo Coach, at a ten and a half months' salary rate of \$44,000, effective September 1, 2014.

### **RESIGNATIONS**

1. Darby, William, Assistant Director of Financial Assistance, June 30, 2014.
2. Dragoo, Lloyd, Director of the Law Enforcement Academy, June 22, 2014.
3. Long, Jason, Technology Support Specialist II, June 30, 2014.

### **RETIREMENTS**

1. None to report

### **COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS**

1. None to report

## Texas State University

### FACULTY PERSONNEL CHANGES

#### CHANGE IN STATUS

1. Davis, Robert A., from Professor, CIS and Quantitative Methods, to Interim Chair and Professor, Computer Information Systems and Quantitative Methods, effective August 15, 2014.
2. Paulson, Eric J., from Professor, Curriculum and Instruction, to Associate Dean, The Graduate College, and Professor, Curriculum and Instruction, effective June 1, 2014.
3. Wierschem, David C., from Chair and Associate Professor, Computer Information Systems and Quantitative Methods, to Associate Professor, CIS and Quantitative Methods, effective August 15, 2014.
4. Williamson, Paula S., Associate Dean, The Graduate College, and University Distinguished Professor, Biology, to University Distinguished Professor, Biology, effective June 1, 2014.

#### RETIREMENTS

1. Hudiburg, Howard B., Jr., Associate Professor, Music, effective May 31, 2014.
2. Macey, Susan M., Professor, Geography, effective May 31, 2014.
3. Thomas, Naymond, Professor, Music, effective August 31, 2014.

#### RESIGNATIONS

1. Adams, Kirstie A., Assistant Professor, Family and Consumer Sciences, effective May 31, 2014.
2. Fulton, Lawrence V., Assistant Professor, Computer Information Systems and Quantitative Methods, effective July 15, 2014.
3. Reed, Ronald L., Assistant Professor, Family and Consumer Sciences, effective May 31, 2014.
4. Ryu, Jay S., Assistant Professor, Family and Consumer Sciences, effective May 31, 2014.

#### APPOINTMENT WITH TENURE

1. Bezner, Janet R., Associate Professor of Physical Therapy, effective September 1, 2014.
2. Jewell, Robert Todd, Professor and Chair of Finance and Economics, effective September 1, 2014.
3. Schemmel, John, Professor of Engineering Technology and Program Director of Concrete Industry Management, effective July 1, 2014.

### FACULTY APPOINTMENTS, New (N) and Renewal (R)

<u>NAME</u>	<u>DEG</u>	<u>RANK</u>	<u>DEPARTMENT</u>	<u>%FTE</u>	<u>SALARY</u>	<u>PERIOD</u>
<b>COLLEGE OF APPLIED ARTS</b>						
R Buie, Barbara E.	M.S.W.	Lecturer	Social Work	.20	6,000.00	SSI-SSII
R Davis, Bob	Ph.D.	Professor Emeritus	Agriculture	.20	5,500.00	SSI
R Gibson, Patricia A.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	SSI-SSII
R Kovar, Jerry L.	M.S.C.J.	Lecturer	Criminal Justice	.20	3,250.00	SSI
R Meeker, Linda S.	M.S.W.	Lecturer	Social Work	.20	5,000.00	SSI-SSII
R Penzerro, Rose M.	Ph.D.	Lecturer	Social Work	.20	3,000.00	SSI-SSII
N Phillips, Farya	Ph.D.	Lecturer	Family and Consumer Sciences	.20	4,000.00	SSI
R Provost, Elizabeth	M.S.W.	Lecturer	Social Work	.20	4,000.00	SSI-SSII
R Rajaganesh, Shamini	M.S.	Lecturer	Family and Consumer Sciences	.20	3,500.00	SSI
R Rattler, Lolita V.	M.S.S.W.	Lecturer	Social Work	.20	4,000.00	SSI-SSII
R Rodriguez, Abel	M.S.W.	Lecturer	Social Work	.20	3,000.00	SSI
R Spencer, David	Ph.D.	Lecturer	Criminal Justice	.40	6,500.00	SSI-SSII
R Squires, Vickie L.	M.M.Ed.	Lecturer	Family and Consumer Sciences	.20	4,000.00	SSI
R Summerhill, Laura	M.S.S.W.	Lecturer	Social Work	.40	7,000.00	SSI-SSII
R Tijerina, Mary S.	Ph.D.	Assoc. Prof.	Social Work	.40	9,000.00	SSI-SSI
R Titus, Amber N.	M.A.	Lecturer	Family and Consumer Sciences	.20	3,500.00	SSI
N Williams, Howard	Ph.D.	Lecturer	Criminal Justice	.20	4,112.00	SSI-SSII

**MCCOY COLLEGE OF BUSINESS ADMINISTRATION**

R	Angelow, David E.	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	SSI-SSII
R	Biemer, David J.	Ph.D.	Lecturer	Management	.20	3,500.00	SSI-SSII
R	D'Amelio, Michael	J.D.	Lecturer	Management	.20	3,500.00	SSI-SSII
R	Foreman, Peggy M.	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	SSI
R	Fregger, Bradley	M.A.	Lecturer	Management	.40	7,000.00	SSII
R	Guerrero, Elizabeth	M.B.A.	Lecturer	Management	.20	3,500.00	SSI-SSII
R	Hall, Christopher E.	Ed.D.	Lecturer	Management	.20	3,500.00	SSI-SSII
R	Hoffman, Tina M.	M.B.A.	Lecturer	Management	.20	3,500.00	SSI-SSII
N	Jackson, Robert M.	M.B.A.	Lecturer	Management	.20	3,500.00	SSI-SSII
R	Jones, Andrew	Ph.D.	Lecturer	Management	.40	7,000.00	SSI
R	Morgan, Byron L.	Ph.D.	Lecturer	Management	.20	3,500.00	SSI-SSII
R	Niemiec, Jerome	M.B.A.	Lecturer	Finance and Economics	.40	7,250.00	SSI
N	Proesel, Steven G.	M.S.B.A.	Lecturer	Accounting	.20	6,500.00	SSI
R	Rosas-Vega, Rosario	Ph.D.	Lecturer	Management	.20	3,500.00	SSI
R	Zigrossi, Christopher J.	M.B.A.	Lecturer	Management	.40	7,000.00	SSI-SSII
R	Zigrossi, Sam J.	M.B.A.	Lecturer	Management	.20	3,500.00	SSI-SSII

**COLLEGE OF EDUCATION**

N	Adams, Damon S.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	SSII
N	Davis, Lori L.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	SSI
R	Dennis, Cheryl I.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	SSII
R	Flaska, Robert C.	M.B.A.	Lecturer	Health and Human Performance	.20	3,500.00	SSI
N	Fugate, Margrette	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	SSI
N	Gear, Maria G.	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSII
R	Halinski, Katherine	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	SSI-SSII
R	Hamilton, Michelle	Ph.D.	Assoc. Prof.	Health and Human Performance	.20	3,500.00	SSI-SSII
R	Jackson, James	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	SSI
N	Jones, Karen D.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSI
R	Jones, Patricia L.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	SSI
R	Joy, Vanessa J.S.	Psy.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	SSI-SSII
N	Kamen, Michael	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	SSI
R	Karlik, Jason A.	M.Ed.	Sr. Lecturer	Health and Human Performance	.20	3,500.00	SSI
R	McDill, Leah W.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	SSI-SSII
N	Nino, Juan M.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSI
R	Peacock, Stephanie	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	SSI
N	Pedroza, Bertha A.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	SSI
N	Pfannenstiel, Kathleen L.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	SSII
N	Porterfield, Jennifer	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	SSII
R	San Miguel, Trinidad	Ed.D.	Lecturer	Counseling, Leadership, Adult Education and School Psychology	.40	8,000.00	SSII
R	Simmons, David	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSI
R	Snow, Kathryn R.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	SSI
R	Snow, Kathryn R.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	SSII
R	Spencer, Jeanne	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSI

**COLLEGE OF FINE ARTS AND COMMUNICATION**

R	Barnes, Glenda L.	B.F.A.	Lecturer	Theatre and Dance	.40	6,000.00	SSII
R	Butler, Adrienne R.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSI
R	Dahlenburg, Michelle H.	M.F.A.	Lecturer	Theatre and Dance	.40	6,000.00	SSII
N	Dailey, Stephanie	Ph.D.	Asst. Prof.	Communication Studies	.50	4,750.00	SSI
R	Fife, Tammy A.	M.F.A.	Lecturer	Theatre and Dance	.20	4,000.00	SSI
R	Garcia, Laritza D.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSI
R	Markus, Dwight L.	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	SSI
R	Oliver, Christa J.	M.A.	Lecturer	Theatre and Dance	.20	3,000.00	SSII
R	Rebholz, Matthew	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSI
R	Rodriguez, Melissa	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	SSI
R	Sheehy, Ryan C.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,500.00	SSI
R	Snowden, Sherry	M.Ed.	Lecturer	Art and Design	.40	6,000.00	SSI
R	Stone, Patricia A.	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	SSII
R	Villagran, Melinda	Ph.D.	Professor	Communication Studies	1.00	22,333.34	SSII

**COLLEGE OF HEALTH PROFESSIONS**

N	Abide, Allyson R.	M.S.N.	Lecturer	Nursing	.20	4,500.00	SSI-SSII
N	Alvarado, Alicia E.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	SSI
R	Alvarado, Alicia E.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	SSII
R	Booher, Barbara	M.S.N.	Lecturer	Nursing	.40	9,000.00	SSI-SSII
R	Boultinghouse, Ronald L.	M.B.A.	Lecturer	Respiratory Care	.20	1,500.00	SSI
R	Boultinghouse, Ronald L.	M.B.A.	Lecturer	Respiratory Care	.20	1,500.00	SSII
N	Dettmann, Carol	D.N.P.	Lecturer	Nursing	.20	3,000.00	SSI-SSII
R	Greathouse, David G.	Ph.D.	Clinical Prof.	Physical Therapy	.40	8,000.00	SSI-SSII
N	Martinez-Ander, Dinorah G.	F.N.P.	Lecturer	Nursing	.20	3,000.00	SSI-SSII
N	Webb, Tara L.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	SSI
R	Webb, Tara L.	B.S.R.C.	Lecturer	Respiratory Care	.20	3,000.00	SSII

**COLLEGE OF LIBERAL ARTS**

R	Bowman, Rebecca	M.A.	Lecturer	Modern Languages	.75	15,270.52	Spring 2014
R	Chumbley, Cody	M.A.	Lecturer	Philosophy	.20	3,000.00	SSII
R	Butler, Adrienne R.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSII
R	Conkling, Parish	M.A.	Lecturer	Philosophy	.20	3,000.00	SSII
R	Evans, Jacqueline	Ph.D.	Lecturer	Psychology	.40	7,000.00	SSII
R	Faseler, Shannon	M.F.A.	Lecturer	Art and Design	.40	6,000.00	SSII
R	Garcia, Laritza D.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSI
N	Gosnell, Lori L.	J.D.	Lecturer	Political Science	.40	6,250.00	SSI-SSII
R	Hickey, Theresa K.	M.A.	Lecturer	Philosophy	.20	3,000.00	SSII
N	Johnson, Susan J.	Ph.D.	Lecturer	Political Science	.20	3,000.00	SSI-SSII
R	Jones, Jules Buck	M.F.A.	Lecturer	Art and Design	.40	6,000.00	SSII
N	Law, Debra A.	M.A.	Lecturer	History	.40	8,000.00	SSI
N	McHargue, Mark	J.D.	Lecturer	Political Science	.20	3,000.00	SSI-SSII
R	Raffeld, Paul C.	Ph.D.	Professor Emeritus	Psychology	.20	4,000.00	SSII
R	Rebholz, Matthew	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSII
R	Romano, Patricia	Ph.D.	Lecturer	Psychology	.20	3,500.00	SSII
N	Saldana, Tamela	Ph.D.	Lecturer	Political Science	.20	3,000.00	SSI-SSII
R	Sheehy, Ryan C.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,500.00	SSII
R	Smith, David A.	J.D.	Lecturer	Political Science	.20	3,200.00	SSI-SSII
R	Stimmel, D. Theron	Ph.D.	Distinguished Professor Emeritus	Psychology	.20	4,000.00	SSI

R	Stimmel, D. Theron	Ph.D.	Distinguished Professor Emeritus	Psychology	.20	4,000.00	SSII
R	Tucker, Bradley J.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	SSII
R	Waldrep, Lana R.	M.F.A.	Lecturer	Art and Design	.40	6,000.00	SSII

**COLLEGE OF SCIENCE AND ENGINEERING**

N	Bagnall, Brandy	M.Ed.	Lecturer	Biology	.40	7,000.00	SSII
N	Coker, Courtney	M.S.	Lecturer	Biology	.20	3,500.00	SSII
N	Lee, Kyoung-Keun	Ph.D.	Research Asst. Prof.	Materials Science, Engineering, and Commercialization	1.00	13,648.59	SSI-SSII
N	Martin, Patricia G.	M.Ed.	Lecturer	Biology	.40	7,000.00	SSI
R	Powell, Clois E.	Ph.D.	Lecturer	Materials Science, Engineering, and Commercialization	.20	5,000.00	SSI
N	Zinkgraf, Stephen	Ph.D.	Lecturer	Engineering	.20	4,500.00	SSI

## Texas State University

### ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

#### ADDITIONS

1. Clark, Wesley H., J.D., Director, Annual Giving, Alumni Relations, at a 12-month rate of \$70,000, on a full-time basis, effective June 1, 2014.
2. Hausladen, Alexander D., M.Ed., Coordinator, Team Operations, Men's Basketball, at a 12-month rate of \$51,400, on a full-time basis, effective May 14, 2014.
3. Irby, Travis L., Ph.D., Instructional Designer, Office of Distance and Extended Learning, at a 12-month rate of \$45,948, on a full-time basis, effective June 1, 2014.
4. Kloots, Hallie C., M.Ed., Student Development Specialist II, Student Center, at a 12-month rate of \$39,960, on a full-time basis, effective May 27, 2014.
5. Lowney, John, M.S., Assistant Director, Housing and Residential Life, Department of Housing and Residential Life, at a 12-month rate of \$61,800, on a full-time basis, effective May 5, 2014.
6. Malkowski, Anthony A., H.S., Systems Programmer II, Core Systems, at a 12-month rate of \$73,000, on a full-time basis, effective June 9, 2014.
7. Manning, Brandy, M.Ed., Assistant Coach, Women's Basketball, at a 12-month rate of \$65,000, on a full-time basis, effective June 1, 2014.
8. McDavitt, John J., B.A., Coordinator, IT Projects, Enterprise Business Intelligence and Automation, at a 12-month rate of \$65,000, on a full-time basis, effective April 21, 2014.
9. Moore, Jeremy D., M.F.A., Digital Media Specialist, University Library, at a 12-month rate of \$55,000, on a full-time basis, effective April 21, 2014.
10. Tyner, Jonathan W., M.A., Academic Advisor I, Education Advising Center, at a 12-month rate of \$32,000, on a full-time basis, effective May 19, 2014.
11. Uzwyszyn, Raymond J., Ph.D., Director, Collections and Digital Services, University Library, at a 12-month rate of \$105,000, on a full-time basis, effective May 12, 2014.
12. Wagner, Nicole C., Ph.D., Research Coordinator, Office of the Associate VP for Research, at a 12-month rate of \$49,260, on a full-time basis, effective June 16, 2014.

#### RESIGNATIONS

1. Anguiano, David P., Research Scientist, Chemistry and Biochemistry, effective June 10, 2014.
2. Brewer, LeAnn M., Coordinator, Child Development Center, effective May 16, 2014.
3. Campbell, Heather A., Student Development Specialist II, Student Center, effective May 24, 2014.
4. Cavazos, Alba J., Grant Specialist, University College, effective June 3, 2014.
5. Daniel, Amber E., Assistant Coach, Softball, effective May 15, 2014.
6. de la Rosa, Leslie J., Grant Specialist, University College, effective June 4, 2014.
7. Diaz, Robyn A., Librarian, University Library, effective April 12, 2014.
8. Dorsey, Chandra S., Assistant Coach, Women's Basketball, effective April 23, 2014.
9. Garcia, Tzintzuni I., Systems Support Analyst, VP for Information Technology, effective June 7, 2014.
10. Govea, Noemi, Administrative Assistant III, Office of the Provost and Vice President for Academic Affairs, effective June 20, 2014.
11. Hester, Talvin G., Assistant Coach, Men's Basketball, effective April 24, 2014.
12. Hornbuckle, Jamie L., Academic Advisor I, College of Liberal Arts Advising Center, effective April 3, 2014.
13. Jalloh, Yenkie N., Child Care Teacher, Child Development Center, effective May 31, 2014.
14. Keresztury, Kelly R., Assistant Coach, Football, effective June 6, 2014.
15. Lopez, Khrystyane T., Grant Specialist, University College, effective June 3, 2014.
16. McCullar, Brittany L., Utilities Analyst, Utility Operations, effective June 21, 2014.
17. Mokarzel, Mario A., Grant Specialist, The Education Institute, effective June 1, 2014.
18. Moore, Robert D., Application Security Administrator, Core Systems, effective May 16, 2014.
19. Moore, Taylor M., Academic Advisor I, Education Advising Center, effective April 1, 2014.

20. Navarro, Angela, Senior Business Process Analyst, Enterprise Business Intelligence and Automation, effective June 28, 2014.
21. Nichols, Sheila A., Buyer III, Facilities Management, effective May 1, 2014.
22. Norman, Jennifer A., Instructional Design Course Developer, Instructional Design Support, effective June 9, 2014.
23. Paganelli, Katherine M., Assistant Coach, Women's Basketball, effective May 31, 2014.
24. Recktenwald, Justin P., Coordinator, Annual Giving, Athletics, effective April 29, 2014.
25. Reyna, Roberto C., Grant Specialist, University College, effective June 3, 2014.
26. Govea, Adan R., Grant Specialist, University College, effective June 3, 2014.
27. Saglamer, Emin, Computer Programmer III, Educational Technology Center, effective May 19, 2014.
28. Schmerber, Jennifer L., Grant Specialist, University College, effective June 7, 2014.
29. Semler, Christopher A., Grant Specialist, University College, effective June 3, 2014.
30. Sharp, Amanda, Grant Specialist, Texas Justice Court Training Center, effective June 1, 2014.
31. Shuffain, Cheri A., Academic Advisor I, University College Advising Center, effective June 7, 2014.
32. Strong, Anna W., Grant Specialist, Biology, effective April 14, 2014.
33. Tiff, Allison E.C., Academic Advisor II, University College Advising Center, effective June 28, 2014.
34. Uresti, Eliud A., Grant Specialist, University College, effective June 4, 2014.
35. Venable, Adela A., Grant Specialist, University College, effective June 10, 2014.
36. Weatherly, Megan L., Senior Instructional Designer, Office of Distance and Extended Learning, effective June 1, 2014.

## **RETIREMENTS**

1. Julian, Karen E., Assistant Director, Career Services, Career Services, effective May 31, 2014.
2. Ramirez, Ysabel, Grant Coordinator, The Education Institute, effective June 1, 2014.
3. Stephenson, Ronald, Grant Coordinator, Department of Geography, effective June 1, 2014.

## **TERMINATIONS**

1. McInnis, Charles W., Director, Prospect Research, Prospect Research, effective June 21, 2014.

## **PROMOTIONS**

1. Bartko, John M., H.S. Programmer Analyst I to Systems Programmer I, Core Systems, at a 12-month rate of \$55,000, on a full-time basis, effective April 1, 2014.
2. Dailey, Kathlyn C., Ph.D., Supervising Psychologist to Director, Counseling Center, Counseling Center, at a 12-month rate of \$111,469, on a full-time basis, effective April 1, 2014.
3. Ellis, Elizabeth M., H.S., User Services Consultant II to Senior User Service Consultant, Client Services, at a 12-month rate of \$60,000, on a full-time basis, effective April 10, 2014.
4. Flores, Reyna M., M.Ed., Grant Specialist to Grant Coordinator, Educational Talent Search, at a 12-month rate of \$34,000, on a full-time basis, effective April 14, 2014.
5. Johnson, James R., B.S., Grant Specialist to Grant Coordinator, Small Business Development Center, at a 12-month rate of \$62,651, on a full-time basis, effective June 10, 2014.
6. Martin, Randle R., B.S., Programmer Analyst II to Assistant Director, Core Systems, Core Systems, at a 12-month rate of \$97,000, on a full-time basis, effective April 1, 2014.
7. McGonagle, Christopher G., B.A., Systems Programmer I to Programmer Analyst II, Enterprise Systems, at a 12-month rate of \$76,000, on a full-time basis, effective June 1, 2014.
8. Sinkar Jr., Aaron K., B.A., Administrative Financial Analyst to Assistant Director, Administrative Services, University Library, at a 12-month rate of \$64,358, on a full-time basis, effective April 14, 2014.
9. Smith, Brian E., B.B.A., User Services Consultant I to User Services Consultant II, Client Services, at a 12-month rate of \$51,000, on a full-time basis, effective May 12, 2014.
10. Trenado, Eli, M.A., Residence Hall Director to Assistant Director, Housing and Residential Life, Department of Housing and Residential Life, at a 12-month rate of \$45,948, on a full-time basis, effective June 1, 2014.

## RECLASSIFICATION

1. Adusei-Ameyaw, Percy K., B.A.A., from Programmer Analyst II to Application Administration, Core Systems, at a 12-month rate of \$91,350, on a full-time basis, effective June 1, 2014.
2. Amaya, Melissa, B.A., from Equity and Access Analyst to EEO Compliance Specialist, Equity and Access, at a 12-month rate of \$61,200, on a full-time basis, effective May 1, 2014.
3. Callihan, Laura, H.S., from Child Care Teacher Aide to Child Care Teacher, Child Development Center, at a 12-month rate of \$28,500, on a full-time basis, effective May 4, 2014.
4. Chivington, Margie R., B.B.A., from Business Process Analyst to Senior Business Process Analyst, Enterprise Systems, at a 12-month rate of \$84,000, on a full-time basis, effective May 1, 2014.
5. Fox, Sheryl S., M.Ed., from NCAA Athletics Certification to Assistant University Registrar Athletic Certification, at a 12-month rate of \$54,022, on a full-time basis, effective May 1, 2014.
6. Lawrence, Nathan R., B.S., from Horticulturist/Urban Forester to Habitat Conservation Specialist, Grounds Operations, at a 12-month rate of \$48,684, on a full-time basis, effective May 4, 2014.
7. Nava, Michael E., Ph.D., from Assistant Dean, Assessment to Associate Dean, University College Student Services, University College, at a 12-month rate of \$101,500, on a full-time basis, effective May 1, 2014.
8. Navarro, Angela, B.A., from Business Process Analyst to Senior Business Process Analyst, Enterprise Business Intelligence and Automation, at a 12-month rate of \$75,000, on a full-time basis, effective May 1, 2014.
9. Scharlach, Jennifer M., M.A., from Coordinator, Marketing and Promotions to Alumni Marketing Officer, Alumni Relations, at a 12-month rate of \$60,000, on a full-time basis, effective April 1, 2014.

**LAMAR INSTITUTE OF TECHNOLOGY  
AUGUST 2014**

**FACULTY PERSONNEL CHANGES**

**RESIGNATIONS**

1. None to Report

**RETIREMENTS**

1. Perry, Ron, A.A.S., Instructor IV, Instrumentation Technology, effective August 31, 2014

**LEAVE OF ABSENSE**

1. None to Report

**NON-REAPPOINTMENTS**

1. None to Report

**CHANGES IN STATUS/TITLE**

1. None to Report

**WITH TENURE**

1. None to Report

**FACULTY APPOINTMENTS, New (N) and Renewal (R)**

Name	Degree	Rank	Program	%FTE	Salary	Period
ALLIED HEALTH AND SCIENCE						
R Barron, Bryan	D.C.	Instr. I	Biology	.40	\$4,200	Summer II
R Barrow, Brenda	M.Ed.	Instr. IV	Radiologic Tech	1.00	\$10,848	Summer I
R Barrow, Brenda	M.Ed.	Instr. IV	Radiologic Tech	1.00	\$10,848	Summer II
R Bland, Lisa	A.A.S.	Instr. I	Radiologic Tech	1.00	\$14,024	Summer III
R Boland, Deena	A.A.S.	Adjunct	Sonography	.50	\$10,888	Summer III
R Brown, Debbie	M.S.	Instr. III	Dental Hygiene	.48	\$5,075	Summer II
R Cummings, Barbara	B.S.	Instr. I	Respiratory Care	1.00	\$14,036	Summer III
R DeRanieri, Diane	A.A.S.	Instr. I	Sonography	1.00	\$13,976	Summer III
R Hunt, Angela	Certificate	Adjunct	Sonography	.18	\$4,131	Summer III
R Jaynes, Alicia	A.A.S.	Adjunct	Radiologic Tech	.50	\$8,400	Summer III
R Lanoue, Stephanie	M.A.	Instr. II	Biology	.66	\$3,150	Summer I
R Mann, Melissa	A.A.S.	Instr. I	Sonography	1.00	\$15,118	Summer III
R McKinley, Cynthia	B.A.A.S.	Instr. III	Respiratory Care	1.00	\$17,025	Summer III
R McMahan, Gina	A.A.S.	Instr. II	Radiologic Tech	1.00	\$14,625	Summer III
R Nance, Sheryl	B.A.A.S.	Instr. IV	Radiologic Tech	1.00	\$17,321	Summer III
R Nwankwo, Ngozi	B.S./MBA	Adjunct	Respiratory Care	.08	\$960	Summer III
R Robinson, Samantha	B.A.A.S.	Instr. I	Radiologic Tech	1.00	\$13,930	Summer III
R Rowlett, Vicki	B.S.	Instr. III	Chemistry	1.00	\$6,300	Summer I

R	Stinebrickner, Lacey	A.A.S.	Instr. I	Sonography	1.00	\$13,736	Summer III
R	Taylor, Stacy	A.A.S.	Instr. I	Respiratory Care	1.00	\$13,618	Summer III
R	Tinsley, Judy	A.A.S.	Instr. I	Sonography	1.00	\$14,701	Summer III
R	Tornwall, Ruth	M.S.	Instr. IV	Dental Hygiene	.55	\$5,075	Summer II
R	Trahan, Sheila	M.S.	Instr. II	Sonography	1.00	\$613	Summer III
R	Walden, Gwen	B.S.	Instr. II	Respiratory Care	1.00	\$15,067	Summer III
R	Waldrep, Staci	M.S.	Instr. II	Health Info. Tech.	.23	\$2,450	Summer II

#### BUSINESS TECHNOLOGIES

R	Arnold, Lauri	M.Ed.	Instr. II	Comp. Network	.17	\$700	Summer I
R	Jacobs, Sharon	M.Ed.	Instr. II	Bus Comp Info	.50	\$2,100	Summer II
R	Stoudemayer, Linda	M.S.	Instr. III	Bus Comp Info	.50	\$2,100	Summer I
R	Stoudemayer, Linda	M.S.	Instr. III	Bus Comp Infor	1.00	\$4,200	Summer II

#### GENERAL EDUCATION & DEVELOPMENT STUDIES

R	Abedelwahab, Widad	M.Ed.	Instr. I	Math	.50	\$2,100	Summer I
R	Culbertson, Patricia	B.A.A.S.	Adjunct	Dev. Writing	.66	\$2,800	Summer I
R	De la Rosa, Alfred	M.S.	Instr. II	Math	1.00	\$4,200	Summer II
R	Flosi, Alicen	Ph.D.	Adjunct	College Success	.33	\$1,400	Summer II
R	Garza, Andrew	M.S.	Adjunct	Psychology	.50	\$2,100	Summer II
R	Henry, Bradd	M.Ed.	Instr. I	Dev. Math	.50	\$2,100	Summer II
R	Hooker, David	M.A.	Instr. III	English	1.00	\$4,200	Summer I
R	Hurlbut, Brian	M.B.A.	Instr. III	Dev. Math	.50	\$2,100	Summer I
R	Katz, Dawn	M.A.	Instr. I	Speech	.50	\$2,100	Summer II
R	Linn, Mary	M.A.	Adjunct	Speech	.50	\$2,100	Summer II
R	Mosley, David	B.B.A.	Adjunct	College Success	.33	\$1,400	Summer II
R	Mosley, Sarah	M.A.	Adjunct	Integ Read/Write	.66	\$2,800	Summer II
R	Rueda, Emily	M.S.	Instr. III	Math	1.00	\$4,200	Summer I
R	Rueda, Emily	M.S.	Instr. III	Math	.50	\$2,100	Summer II
R	Sizemore, William	M.A.	Instr. I	English	1.50	\$6,300	Summer II
R	Smith, Leigh	M.Ed.	Instr. II	College Success	.33	\$1,400	Summer I
R	Spencer, Tracy	Ph.D.	Instr. II	Humanities	1.00	\$4,200	Summer III
R	Spencer, Tracy	Ph.D.	Instr. II	Humanities	.50	\$2,100	Summer II
R	Strickland, Mary	M.A.	Instr. III	Sociology	.50	\$2,100	Summer I

#### PUBLIC SERVICE AND SAFETY

R	Mitchell, Nicole	M.S.	Instr. I	Homeland Sec.	.50	\$2,100	Summer II
R	Noyola, Thomas	Ed.D.	Instr. I	Criminal Justice	.50	\$700	Summer III

#### TECHNOLOGY

R	Banks, Baron	B.A.	Instr. II	Process Oper.	.80	\$3,150	Summer II
R	Champagne, Steve	A.A.S.	Instr. I	Instrumentation	1.30	\$5,600	Summer I
R	Champagne, Steve	A.A.S.	Instr. I	Instrumentation	1.30	\$5,600	Summer II
R	Culp, Thomas	N/A	Adjunct	Instrumentation	.83	\$3,500	Summer II
R	Eldred, Deanna	M.S.	Instr. I	Comp. Drafting	.20	\$700	Summer I
R	Holton, William	B.B.A.	Instr. I	Industrial Mech.	.50	\$2,100	Summer I
R	Holton, William	B.B.A.	Instr. I	Industrial Mech.	.50	\$2,100	Summer II
R	Jacobs, Weldon	B.A.A.S.	Instr. II	Instrumentation	.67	\$4,200	Summer I
R	Jacobs, Weldon	B.A.A.S.	Instr. II	Instrumentation	.20	\$700	Summer III

R	Matak, Pete	A.A.S.	Instr. IV	Adv Engine	.20	\$700	Summer III
R	Neely, Edgar	A.A.S.	Instr. II	Instrumentation	.80	\$3,500	Summer I
R	O'Connor, Pat	B.S.	Instr. II	Comp. Drafting	.30	\$700	Summer I
R	Parker, Tiffanie	B.A.A.S.	Instr. I	Process Oper.	.80	\$3,150	Summer II
R	Pousson, Johnny	A.A.S.	Instr. I	Comp. Drafting	1.30	\$5,600	Summer I
R	Pousson, Johnny	A.A.S.	Instr. I	Comp. Drafting	1.67	\$7,000	Summer II
R	Storbeck, Tim	B.A.A.S.	Instr. II	Instrumentation	.80	\$3,500	Summer II
R	Tucker, Walter	A.A.S.	Instr. III	Process Oper.	.50	\$2,100	Summer I
R	Worry, Valerie	Ed.D.	Instr. I	Process Oper.	.70	\$2,800	Summer II

## **ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Calhoun, Patrick, M.Ed., Vice President for Workforce Development, at a salary of \$100,000, effective July 1, 2014

### **RETIREMENTS**

1. None to Report

### **RESIGNATIONS**

1. Kasko, Christie, Clinical Coordinator of EMS, effective July 30, 2014
2. Lisk, Robin, Distance Education Coordinator, effective August 31, 2014

### **STATUS CHANGE**

1. Cioci, Nickolaus, Interim Dean of Student Services, effective July 24, 2014, and Title IX Coordinator, effective June 23, 2014
2. Jefferson, Vivian, Ed.D., Special Assistant to the President, effective July 22, 2014

### **LEAVE OF ABSENCE**

1. None to Report

## LAMAR STATE COLLEGE-ORANGE

### FACULTY PERSONNEL CHANGES

#### PROMOTIONS

1. None to report

#### ADDITIONS

1. None to report

#### TERMINATIONS

1. None to report
- 2.

#### RESIGNATIONS

1. Deal, Alicia, Instructor of Criminal Justice effective May 31, 2014.
2. Jinks, Julie, Instructor of Information Technology effective May 31, 2014.

#### CHANGES IN STATUS

1. None to report.

## FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
ALLIED HEALTH/FULL-TIME OVERLOADS AND ADJUNCT FACULTY						
R Andrews, Jo	A.A.S.	Adjunct	Vocational Nur	99	11856	Summer 2014
R Antoon, Melody	M.S.N.	Instructor	Upward Mobility	91	10952	Summer 2014
R Baker, Suzanne	A.A.S.	Instructor	Vocational Nur	155	18696	Summer 2014
R Carroll, Linda	A.A.S.	Instructor	Vocational Nur	129	15456	Summer 2014
R Cole, Angela	B.S.N.	Instructor	Vocational Nur	129	15456	Summer 2014
R Daniel, Martha	B.S.N.	Instructor	Vocational Nur	126	15112	Summer 2014
R Fears, Dixie	A.A.S.	Instructor	Vocational Nur	124	14824	Summer 2014
R Flippen, Carolyn	Cert.	Instructor	Dental Assisting	117	9379	Summer 2014
R Flippen, James	D.D.S.	Adjunct	Dental Assisting	49	3561	Summer 2014
R Foreman, Sherri	B.S.N.	Instructor	Vocational Nur	131	16136	Summer 2014
R Granger, Thera	A.S.	Instructor	Pharmacy Tech	30	365	Summer 2014
R Keogh, Dru	A.A.S.	Instructor	Vocational Nur	103	12312	Summer 2014
R Land, Richard	Cert.	Instructor	Emergency Med	60	7192	Summer 2014
R LeBlanc, Lorrie	B.S.N.	Instructor	Vocational Nur	137	16384	Summer 2014
R Lemon, Janet	M.S.N.	Instructor	Upward Mobility	79	9472	Summer 2014
R Lumpkin, Linda	M.S.	Adjunct	Upward Mobility	17	2056	Summer 2014
R McGee, Leah Anne	M.S.N.	Asst. Prof	Upward Mobility	44	5256	Summer 2014
R Montgomery, Jessica	A.A.S.	Adjunct	Vocational Nur	99	11856	Summer 2014
R Paulk, Charlene	B.S.N.	Instructor	Vocational Nur	138	16592	Summer 2014
R Procella, Terri	A.A.S.	Instructor	Vocational Nur	32	3880	Summer 2014
R Simar, Gina	M.Ed.	Instructor	Vocational Nur	2	1600	Summer 2014
N Simmons, Jeri	A.A.S.	Adjunct	Vocational Nur	91	7312	Summer 2014
R Switzer, Janis	A.A.S.	Instructor	Vocational Nur	49	5936	Summer 2014
R Trotter, Jennifer	M.S.N.	Instructor	Upward Mobility	79	9472	Summer 2014
R Tucker, Mandee	A.A.S.	Adjunct	Vocational Nur	119	14256	Summer 2014
BUSINESS AND TECHNOLOGY/FULL-TIME OVERLOADS AND ADJUNCT FACULTY						
R Ellis, Jim	M.B.A.	Instructor	Business Mgmt	20	2400	Summer 2014
R Garib, Lara	M.S.	Adjunct	Business Mgmt	20	2400	Summer 2014
R Bryant, Jennifer	M.S.	Adjunct	Business Mgmt	20	1800	Summer 2014
R Geis, Earl	B.S.	Instructor	Process Tech	38	2456	Summer 2014
R Phillips, Cathie	M.S.	Instructor	Information Tech	20	2400	Summer 2014
R Turner, Carol	A.S.	Instructor	Medical Office	34	410	Summer 2014
R Reeder, Michael	B.S.	Adjunct	Process Tech	31	3768	Summer 2014
R Lundquist, Gary	Ph.D.	Adjunct	Process Tech	56	6624	Summer 2014
R Burns, Edgar	B.S.	Adjunct	Process Tech	41	2912	Summer 2014
R Spears, Jackie	M.Ed.	Adjunct	Process Tech	38	410	Summer 2014

LIBERAL ARTS/FULL-TIME OVERLOADS AND  
ADJUNCT FACULTY

R	Ball, Donald	D.M.	Adjunct	Music	20	2400	Summer 2014
R	Doss, Kevin	M.A.	Instructor	Speech	40	4800	Summer 2014
R	Lindsey, Richard	M.A.	Adjunct	Government	60	7200	Summer 2014
R	Little, Meredith	M.A.	Adjunct	Government	20	2400	Summer 2014
R	Miller, Roberta	M.A.	Instructor	Sociology	40	4800	Summer 2014
R	Owens, Eric	M.A.	Instructor	History	80	9600	Summer 2014
R	Rather, Michael	M.A.	Instructor	English	60	7200	Summer 2014
R	Williams Kathryn	M.A.	Instructor	Speech	80	9600	Summer 2014

MATHEMATICS & SCIENCE/FULL-TIME OVERLOADS  
AND ADJUNCT FACULTY

R	Hodges, Lisette	M.S.	Instructor	Psychology	20	2400	Summer 2014
R	Kennaugh, Christopher	Ph.D.	Asst Prof	Mathematics	20	2400	Summer 2014
R	Kim, Jongchul	Ph.D.	Asst Prof	Mathematics	20	2400	Summer 2014
R	Lundquist, Gary	Ph.D.	Adjunct	Chemistry	56	6624	Summer 2014
R	McClure, Matthew	Ph.D.	Professor	Biology	48	5712	Summer 2014
R	Moreau, Dallas	M.S.	Instructor	Psychology	20	2400	Summer 2014
R	Sanford, Jerry	D.C.	Asst. Prof	Biology	63	7536	Summer 2014
R	Thomas, Donald	M.S.	Instructor	Phys Ed	20	2400	Summer 2014
R	Wilmore, Larry	M.S.	Asst. Prof	Biology	28	3312	Summer 2014

COLLEGE SUCCESS INITIATIVE/FULL-TIME  
OVERLOADS AND ADJUNCT FACULTY

R	Sizemore, Mary	M.L.	Instructor	Dev Rea/Wri	27	3200	Summer 2014
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## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Garcia, Maria, Coordinator of Student Activities effective May 27, 2014 at a 12-month salary of \$33,000.

### **RETIREMENTS**

1. Kirkland, Joe, Vice President for Academic Affairs effective as July 31, 2014.

### **RESIGNATIONS**

1. None to report

### **CHANGES IN STATUS**

1. Whitehead, Gwen, from Director of Arts & Sciences to Interim Vice President for Academic Affairs effective August 1, 2014 at a 12-month salary of \$95,000.

### **TERMINATIONS**

1. None to report

## Lamar State College – Port Arthur

### FACULTY PERSONNEL CHANGES

#### NEW HIRES

1. Constance Bowie, M.A.S.N., Instructor, Allied Health at a 12 month rate of \$48,667 on a full time, non-tenure track appointment effective May 1, 2014.
2. Sonya Donato, M.B.A., Instructor of Accounting, Business and Technology, at a 9 month rate of \$36,500 on a full time, tenure track appointment effective August 18, 2014.
3. Christina Wilbur, M.A., Instructor of History, Liberal Arts, at a 9 month rate of \$36,500 on a full time tenure track appointment effective August 18, 2014.
4. Caitlin James, M.A., Instructor of English, Liberal Arts, at a 9 month rate of \$36,500 on a full time, tenure track appointment effective August 18, 2014.

#### RESIGNATIONS

1. Daniel Walzer effective August 1, 2014.
2. Heaven Warner effective August 31, 2014.

#### RETIREMENTS

1. None to report.

#### NON-REAPPOINTMENTS

1. None to report.

#### CHANGES IN STATUS

1. John Freyermuth from Instructor to Chair of Commercial Music effective August 1, 2014 at a 12 month salary of \$60,676.

#### WITH TENURE

1. Ben Stafford, Dr.P.H., Instructor of Sociology and Substance Abuse Counseling, effective September 1, 2014.

**FACULTY APPOINTMENTS, New (N) and Renewal (R)**

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF ACADEMICS						
R Ashcraft, Jim	M.S.	Adjunct	Biology	.69	2,606	SSI 2014
R Askew, Michelle	M.S.	Instruct III	Math	1.50	10,312	SSI 2014
R Barbay, Carol	Ph.D.	Asst.Prof.	Education	1.00	7,776	SSI 2014
R Brooks, Chandra	M.Ed.	Instructor	English	.50	2,433	SSII 2014
R Brown, Lawanda	M.A.	Adjunct	Sociology	.50	1,889	SSI 2014
R Byrd, Gene	Ph.D.	Asst.Prof.	Physics	.73	5,090	SSI 2014
R Cammack, James	M.B.A.	Instructor	BCIS	.69	3,890	SSI 2014
R Cammack, James	M.B.A.	Instructor	BCIS	.69	3,890	SSII 2014
R Clark, Jamie	M.A.	Instructor	Education	1.00	5,228	SS1 2014
R Clark, Jamie	M.A.	Instructor	Education	.50	2,614	SSII 2014
R Cockrell, Keith	Ph.D.	Prof.	Drama	.44	8,116	SSI 2014
R Cockrell, Keith	Ph.D.	Prof.	Drama	.44	8,116	SSII 2014
R Faggard, Albert	M.A.F.A	Adjunct	Art	.50	1,889	SSI 2014
R Gengo, Damon	M.S.	Instructor	Speech	1.00	5,468	SSI 2014
N Gregory, Susan	M.S.	Adjunct	Math	.50	1,889	SSII 2014
R James, Caitlin	M.A.	Adjunct	English	1.00	3,778	SSI 2014
R Jordan, Percy	Ph.D.	Assc. Prof.	Biology	1.00	6,814	SSI 2014
R Jordan, Percy	Ph.D.	Assc.Prof.	Biology	1.00	6,814	SSII 2014
R Jones, Kim	M.Ed.	Instructor	Math	.50	1,889	SSI 2014
R Jones, Kim	M.Ed.	Instructor	Math	.50	1,889	SSII 2014
R Judice, Michelle	M.A.	Instructor	English	.50	2,819	SSII 2014
R Knowles, Mark	M.S.	Instructor	Math	1.00	6,360	SSI 2014
R Knowles, Mark	M.S.	Instructor	Math	.50	3,180	SSII 2014
R Lindley, Neil	Ph.D.	Adjunct	Philosophy	.50	3,889	SSI 2014
R Longlet, Nancy	Ph.D.	Asst.Prof.	Biology	.69	4,409	SSI 2014
R Lowe, Zeb	M.A.	Instructor	English	1.00	5,228	SSI 2014
R Peeler, Robert	M.Ed.	Instructor	Government/Edu	1.00	6,922	SSI 2014
R Pollock, Richard	M.S.	Instructor	Biology	.57	2,980	SSI 2014
R Pollock, Richard	M.S.	Instructor	Biology	.38	1,987	SSII 2014
R Son-Guidry, K.	Ph.D.	Instructor	Chemistry	.69	3,910	SSI 2014
R Steele, Sherry	M.Ed.	Instructor	Math	1.00	6,116	SSI 2014
R Steele, Sherry	M.Ed.	Instructor	Math	.50	3,058	SSII 2014
R Stafford, Laura	Ph.D.	Prof.	Speech	1.00	7,062	SSII 2014
R Taylor, Ron	Ph.D.	Adjunct	Geology	.69	2,607	SSI 2014
R Thigpen, Albert	Ph.D.	Adjunct	Government	.50	1,889	SSI 2014
R Triebel, Mavis	M.P.A.	Instructor	Government	.50	3,597	SSII 2014
R Wilbur, Christina	M.A.	Adjunct	History	1.00	3,778	SSI 2014
R Wilbur, Christina	M.A.	Adjunct	History	.50	1,889	SSII 2014
R Woodard, Amber	M.S.	Adjunct	Nutrition	.50	1,889	SS1 2014

COLLEGE OF BUSINESS AND TECHNOLOGY

R	Akara, Emmanuel	MASN	Adjunct	RNSG	.11	3,637	SSII 2014
R	Amaya, Janet	MASN	Adjunct	RNSG	.11	3,637	SSII 2014
R	Bryant, Jennifer	M.S.	Instructor	Economics	.50	2,614	SSI 2014
N	Eades, Tamara	MASN	Adjunct	RNSG	.11	3,636	SSII 2014
N	Elegores, Gemma	MASN	Adjunct	RNSG	.11	3,636	SSII 2014
R	Guidry, Cynthia	A.A.S.	Instructor II	Cosmetology	1.10	7,009	SSI 2014
R	Guidry, Cynthia	A.A.S.	Instructor II	Cosmetology	1.10	7,009	SSII 2014
R	Guillot, Sheila	M.Ed.	Instr. IV	Office Adm.	1.10	3,778	SSI 2014
R	Granger, Pat	M.B.A.	Instructor	ITSW	1.30	6,644	SSI 2014
N	Harding, Ricky	MASN	Adjunct	RNSG	.11	3,637	SSII 2014
R	Hopman, LaMonda	MASN	Adjunct	RNSG	.11	3,636	SSII 2014
R	Hutchings, M Kettleling-Taylor, Diana	B.S.N. MASN	Adjunct	RNSG	.11	3,636	SSII 2014
R	Lacher, Joe	MASN	Adjunct	RNSG	.11	3,636	SSI 2014
R	Lacher, Joe	MASN	Adjunct	RNSG	.11	3,636	SSII 2014
R	Lejeune, Sherry	License	Instructor I	Cosmetology	1.10	5,919	SSI 2014
R	Mills, Zach	A.A.S.	Instructor	ITSC	.70	3,176	SSI 2014
R	Rangel, Angelina	MASN	Adjunct	RNSG	.11	3,636	SSI 2014
R	Rangel, Elise	MASN	Adjunct	RNSG	.11	3,636	SSI 2014
R	Smith, Amanda	License	Instructor I	Cosmetology	1.10	5,715	SSII 2014
R	Tilman, Donna	MASN	Adjunct	RNSG	.11	3,637	SSI 2014
R	Warner, Heaven	B.B.A.	Instructor	Accounting	.50	2,454	SSI 2014

INMATE EDUCATION

R	Alexander, Joyce	M.Ed.	Adjunct	Math	.57	2519	SSI 2014
R	Bourque, Brenda	B.B.A.	Adjunct	Math	.07	707	SSI 2014
R	Brown, Bernard	B.A.	Adjunct	Geography	.50	1,889	SSI 2014
N	Neely, John	M.Ed.	Adjunct	DAAC	.50	1,889	SSI 2014
N	Pegues, Antonius	M.B.A.	Adjunct	Business	.50	1,889	SSI 2014
R	Placette, Amber	B.A.	Adjunct	English	.50	1,889	SSI 2014
R	Scoggins, Warren	M.S.N.	Adjunct	KINE	.50	1,889	SSI 2014
R	Trevey, Diane	M.S.	Adjunct	History	.50	1,889	SSI 2014
N	Weatherly, Rod	M.A.	Adjunct	Speech	.50	1,889	SSI 2014
N	Williams, Jules	B.S.	Adjunct	DAAC	.50	1,889	SSI 2014
R	Zani, Steven	M.A.	Adjunct	Philosophy	.50	1,889	SSI 2014

## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Donna Ellis, M.S., Inmate Education Specialist, Inmate Education, at a 12 month rate of \$45,000 on a full time basis effective April 1, 2014.
2. David Rogers, B.A., Public Information Specialist, Student Services, at a 12 month rate of \$30,000 on a full time basis effective April 1, 2014.
3. Nakeisha Joseph, B.B.A., Frontline Coordinator, Financial Aid, at a 12 month rate of \$31,000 on a full time basis effective April 14, 2014.
4. Stephanie Bankett, M.S., Admission Advisor, Student Services, at a 12 month rate of \$47,000 on a full time basis effective April 28, 2014.
5. Tanisha Brown, B.B.A., Frontline Coordinator, Financial Aid, at a 12 month rate of \$31,000 on a full time basis effective April 21, 2014.
6. Jeremy White, B.S., Assistant Volleyball Coach, Health, Fitness & Sports, at a 12 month rate of \$25,000 on a full time basis effective August 1, 2014.
7. Jesse Carlin, B.S., Assistant Basketball Coach, Health, Fitness & Sports, at a 12 month rate of \$30,000 on a full time basis effective June 26, 2014.
8. Anthony Diehl, M.S., Athletic Trainer, Health, Fitness & Sports, at a 12 month rate of \$35,000 on a full time basis effective July 9, 2014.

### **CHANGES IN STATUS**

1. Allison Wright from Admission Advisor to Purchasing Manager.
2. Raymond Mathers from Accountant III to Property Manager.
3. Nancy Cammack from Dean of Technical Programs to Institutional Effectiveness/Assessment.
4. Ben Stafford from Allied Health Department Chair to Dean of Technical Programs.

### **DISMISSALS**

1. None to report.

### **RESIGNATIONS**

1. Chad Kish effective June 2, 2014.

### **RETIREMENTS**

1. None to report.

**Texas State University System  
Planning and Construction**

*Bill Scott, Chair  
Ron Mitchell  
David Montagne*

**Action Items**

1. LU: Design Development Documents for Wayne A. and Dana Reaud Administration Building
2. LU: Update and Approval of Additional Funding for the Regional Innovation and Commercialization Center
3. LU: Campus Master Plan 2012-2022
4. SHSU: Approval of Innovation Plaza Master Plan
5. TXST: Design Development Documents for Jones Dining Hall Renovations
6. TSUS: Additions and Revisions to Capital Improvements Program

**APPENDIX**

7. TSUS: APPENDIX: Executive Summary

## **LU: Design Development Documents for Wayne A. and Dana Reaud Administration Building**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The design development documents prepared by Page Sutherland Page Architects of Houston, Texas, for the Wayne A. and Dana Reaud Administration Building project at Lamar University and the projected total project cost of \$25,028,340 be approved, with the source of funding being gifts, reserve funds, Higher Education Assistance Funds, and Designated Tuition.

### **Explanation**

**Campus Master Plan/CIP.** This project is in the campus master plan being presented the Board of Regents during this board meeting. The Wayne and Dana Reaud Administration Building project is on the 2012-2017 CIP.

**Background Information.** In a special called board meeting on April 23, 2012, it was ordered that the System Chancellor and the Lamar University President are authorized to accept written pledges of gifts, for the benefit of Lamar University, from Mr. Wayne Reaud including a sum to subsidize the renovation of Brooks-Shivers Hall, formerly a dormitory, into a new administration building. The new administration building, upon dedication, was authorized to be forever named the Wayne and Dana Reaud Administration Building in appreciation of and consideration for the donor's generous gift to Lamar University.

**Project Site:** The site is located at 4695 Rolfe Christopher Drive, Beaumont, Texas 77705 (formerly Brooks-Shivers Residence Hall); Southeast corner of main campus.

**Scope of the Project.** The scope of work for the Wayne and Dana Reaud Administration Building includes the new construction of the three story building.

**Construction Manager-at-Risk.** The construction manager-at-risk for the Project is SpawGlass Construction Corp. of Houston, Texas.

**Project Management.** Third party project management services for the project are provided by Hill International of Houston, Texas.

**Project Justification.** It has been a long time goal to improve the Administration Services offices and to provide a quality location to foster the potential of LU honors students. The current facilities for our executive administration and supporting staff are in a make-do environment. The Student Honors Program is served out of a rental property adjacent to the campus. This new building will enable the University to provide adequate space for solving these current problems. The project originally specified a renovation of the Brooks-Shivers building; however, defects in the building proved incompatible with renovation, so the building was demolished.

**Funding Source(s).** LU has accepted a gift agreement totaling \$5 million in grant funding for this project. The remaining \$20,028,340 will be funded through technology fee reserves, as appropriate to support IT functions, parking fee reserves, as appropriate to support student and employee parking, HEAF as appropriate and Designated Tuition as appropriate.

**Design Development Submittal Documents.** The Design Development Submittal documents are available electronically at a link to be provided by e-mail.

## Operating and Maintenance Cost

With the information available to Page at the design development phase, its estimate of annual energy usage for the building will be \$120,000 per year. This includes the cost for electricity and natural gas.

## Environmental Impact

As part of a previously executed demolition and building pad preparation project, hazardous materials were identified, removed and disposed of by licensed contractors. Documentation available. Moving forward, Lamar University anticipates no negative environmental impact as the result of this new construction project. Any unknown hazardous materials uncovered will be removed and mitigated by the project work. Although we do not expect to apply for LEED certification, this project is designed and constructed to SECO standards for new construction projects. Low VOC products, natural lighting, rain water collection, and other sustainable techniques will contribute in reducing the campus "carbon footprint". The mechanical system is designed to comply with ASHRAE 90.1-2010 standard and the equipment selections have been made at or above efficiencies required by the minimum standards.

## Certification

The design documents submitted by the Architect/Engineer have been reviewed and found to be a complete and satisfactory Design Development (35% or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

## Total Project Budget

Construction Cost Limitation (CCL): New Construction	\$18,995,080
Demolition	\$714,000
Total Estimated Construction Cost:	\$19,709,080
CM Pre-Construction Services	\$66,336
Owner's Construction Contingency:	\$497,123
Architect /Engineer Fees:	\$1,347,205
Furnishings and Equipment:	\$1,000,000
Owner Contracted Services / Other Work:	\$205,000
Owner Provided Services / Miscellaneous:	\$1,322,229
Project Contingency:	\$331,416
Project Management Admin Fees:	\$360,000
Public Art	\$189,951
Landscape Enhancement (\$189,951 included in CCL)	(included in CCL)
Estimated Total Project Cost (TPC):	\$25,028,340

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant and the Construction Manager at Risk.

## Information Regarding Soft Costs in Total Project Budget

**Construction Cost Limitation (CCL)** is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

**CM Pre-Construction Services** is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

**Owner's Construction Contingency** is the budgeted amount available to the Owner to assist in any monetary issues that may arise after the project is bid. This amount represents 2.6% of the CCL.

**Architect/Engineer Fees** are the contracted amounts due the Project Architect/Engineer for its services on the Project.

**Furnishings and Equipment** represents the projected cost of furniture, fixtures and equipment to be incorporated into the Project. This includes all furnishing for executive, events, human resources, Honors and support areas, equipment for support spaces to events center.

**Owner Contracted Services / Other Work** includes scope for Data Center equipment buyout contracted by the university, utility and IT service hookup costs, commissioning and mechanical testing and balancing.

**Project Contingency** is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees and other miscellaneous costs.

**Project Management Administrative Fees** is the projected cost for project management by Hill International.

**Landscape Enhancement** is the 1% amount of the construction cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and waterscape features. This cost is included in the CCL for this document.

**Public Art** is the 1% of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art.

## **LU: Update and Approval of Additional Funding for the Regional Innovation and Commercialization Center**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Lamar University is authorized to provide additional funding to the Regional Innovation and Commercialization Center, if needed, in an amount not to exceed \$1,000,000, with the source of funding being gifts, reserves, and/or Designated Tuition.

### **Explanation**

At the August 2013 meeting of the Board of Regents, the Board approved a motion authorizing the Chancellor to enter into a Construction Manager at Risk contract for the construction of the Regional Innovation and Commercialization Center. The Board was advised at that time that Lamar University had entered into an agreement with the U.S. Department of Housing and Urban Development to construct this facility on the campus of the University, with funds provided by a federal grant in the amount of \$11,110,500. The grant and the use of the funds are governed by the terms of the Community Development Block Grant Disaster Recovery Program Round 2.2 Non-Housing Grant Agreement ("Grant Agreement") entered into between the Texas General Land Office ("GLO") and Lamar University. The Grant Agreement was reviewed by the TSUS Office of General Counsel and the Office of Contract Administration, as well as appropriate officers of the University, and was executed by all parties effective July 17, 2013. Under the terms of the Grant Agreement, the project architect is selected by, and is under contract to, the GLO, while the University is responsible to select and contract with a contractor for the construction of the facility.

As the Construction Manager at Risk contract would exceed the limits for Presidential or Chancellor authority, Board approval was requested and granted for the Chancellor to enter into the contract. Following a public, competitive procurement process, KBR of Houston, Texas was selected as the Construction Manager at Risk and has been engaged with Lamar University providing pre-construction services in the development of the Construction Documents for the project.

The Innovation and Commercialization Center will house a Technology Business Incubator with space and infrastructure to help develop and grow new technology-based businesses. The center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices, and necessary service areas and infrastructure, and will be situated on Rolfe Christopher Drive between Jim Gilligan Way and Oregon Avenue. The Grant Agreement specifies that the University will provide job training and outreach programs, and approximately \$1.2 million in grant funding (over and above construction funding) is allocated for public services.

During the development of the project over the last year, Lamar University has recognized the possibility that providing additional financing to the project may be in the best interest of the University. Such additional financing, which would not exceed \$1,000,000, would provide additional amenities for the project that will allow the project to serve the long range needs of the University, as well as the purposes underlying the federal grant. The federal grant contemplated a 50% finish out of the facility, and the investment of additional funds by the University would allow for a more complete finish out and greater use by the University. Under

the terms of the Grant Agreement, the University will own the facility upon performance of all obligations under the agreement, and as such will benefit directly from the expenditure of the additional funds.

The TSUS Office of Contract Administration and the University continue to work diligently and closely with the GLO to ensure compliance with the complex documentation requirements under federal law, which are required of grant-funded projects. Since the project is federally funded and neither the System nor the University has contractual control over the Architect, the typical process for Design Development approval under the TSUS Policies and Procedures for Planning and Construction does not apply. However, in the interest of transparency and clarity, attached to this Motion are an elevation image and floor plans representing the progress of the project for the Board's review and information. Approval of this Motion will endorse the joint efforts of the University and the Office of Contract Administration in working with the GLO to bring this project to completion, and will approve the University's investment of up to \$1,000,000 in additional project funding. The source of any such funding would be gifts as available, technology fee reserves, as appropriate to support IT functions, parking fee reserves, as appropriate to support student and employee parking, and Designated Tuition if and as needed.



**LAMAR UNIVERSITY**

**CENTER FOR INNOVATION, COMMERCIALIZATION, AND ENTREPRENEURSHIP**

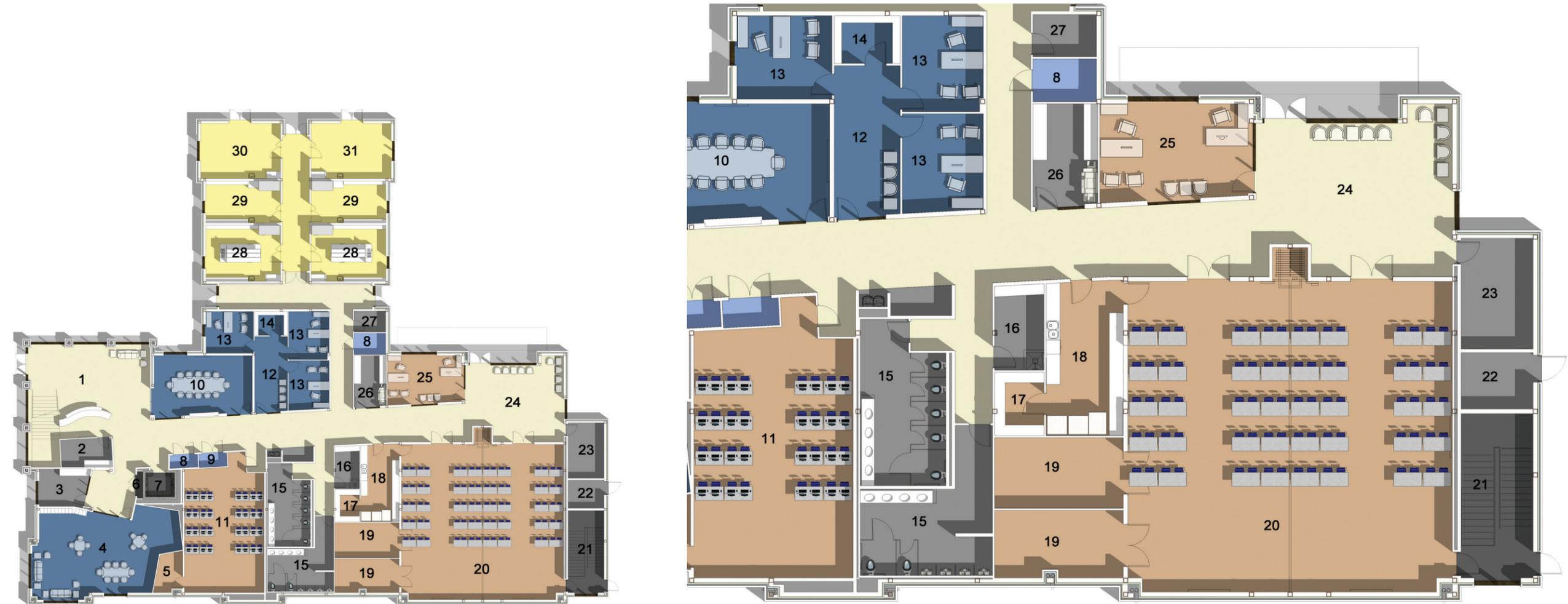


**EXTERIOR VIEW**

MARCH 24, 2014

**LONG** architects, inc.

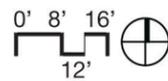
**Level 1 Floor Plan**  
1/32" = 1'-0"



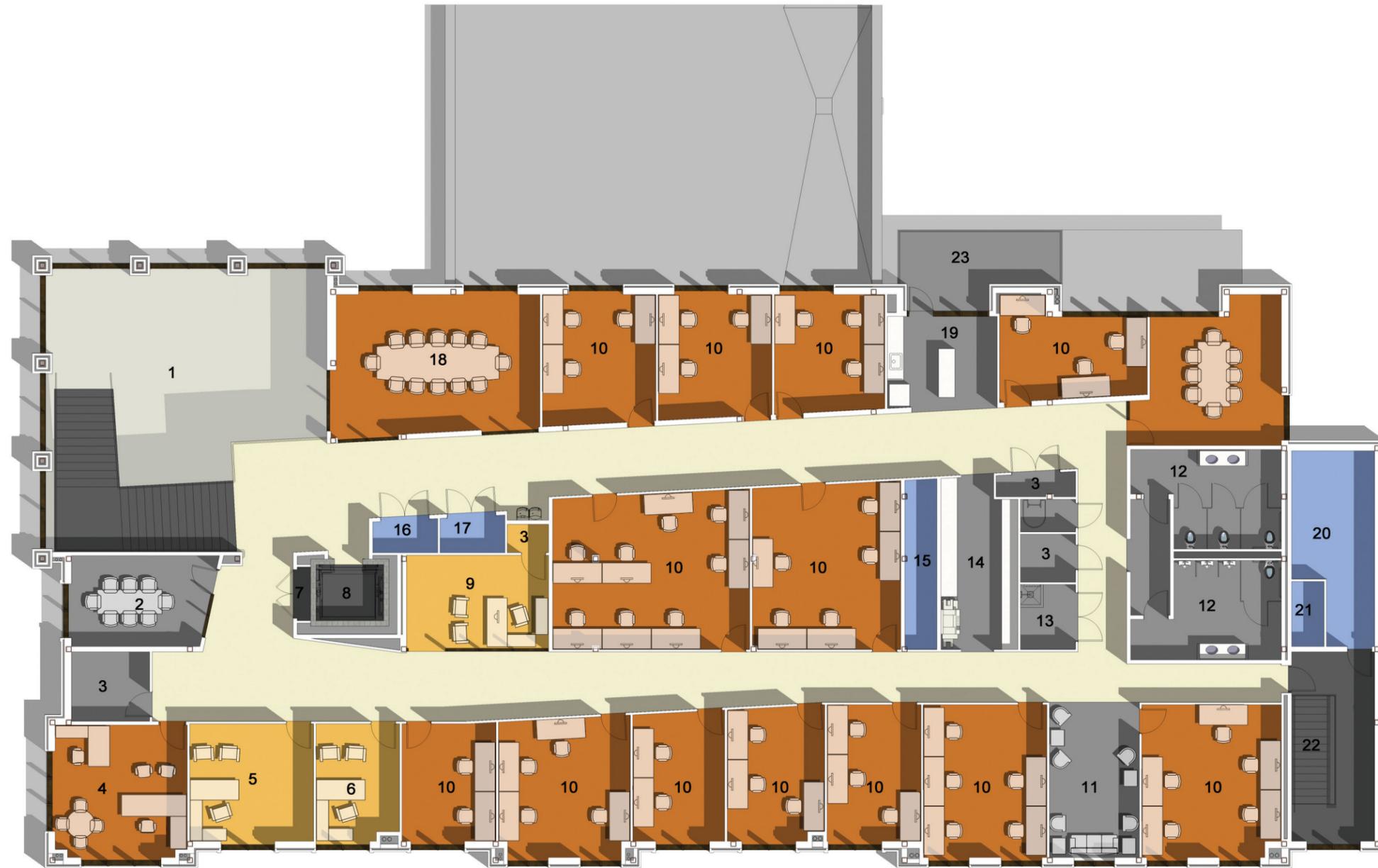
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- Job Training
- Small Business Development
- MEP / IT
- Laboratories
- Circulation
- Common Building Support
- Vertical Circulation

- 1. Business Accelerator Lobby
- 2. Mail / Supplies
- 3. Break Room
- 4. The Hatchery
- 5. Computer Storage
- 6. Elevator Closet
- 7. Elevator
- 8. Electrical Closet
- 9. MDF Room
- 10. Large Conference Room
- 11. Computer Training Room
- 12. Small Business Dev. Center
- 13. SBDC Office
- 14. SBDC Storage
- 15. Restroom
- 16. Janitor
- 17. Pantry
- 18. Service Kitchen
- 19. Training Room Storage
- 20. Large Training Room
- 21. Fire Stairs
- 22. Fire Sprinkler Riser Room
- 23. Building Storage
- 24. Training Entry / Lobby
- 25. Workforce Intake Office
- 26. Work Room
- 27. Floor Buffer Storage
- 28. Wet Laboratory Type "1"
- 29. Wet Laboratory Type "2"
- 30. Instrumentation Laboratory
- 31. Mechanical Laboratory



**Level 2 Floor Plan**  
1/16" = 1'-0"



- |  |   |  |  |
|--|---|--|--|
| <span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span> Business Accelerator | <span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> CICE Administration   | <span style="display:inline-block; width:15px; height:15px; background-color:blue; border:1px solid black;"></span> MEP / IT                 | <span style="display:inline-block; width:15px; height:15px; background-color:grey; border:1px solid black;"></span> Roof (Below) |
| <span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> Circulation          | <span style="display:inline-block; width:15px; height:15px; background-color:grey; border:1px solid black;"></span> Common Building Support | <span style="display:inline-block; width:15px; height:15px; background-color:darkgrey; border:1px solid black;"></span> Vertical Circulation |  |
- 
- |                                       |                             |                           |                 |
|---------------------------------------|-----------------------------|---------------------------|-----------------|
| 1. Business Accelerator Lobby (Below) | 8. Elevator                 | 15. HVAC Chase            | 22. Fire Stairs |
| 2. Conference Room                    | 9. Administrative Assistant | 16. Electrical Closet     | 23. Balcony     |
| 3. Storage                            | 10. Accelerator Office      | 17. IDF Room              |                 |
| 4. Visitors Office                    | 11. Breakout Area           | 18. Large Conference Room |                 |
| 5. CICE Director's Office             | 12. Restrooms               | 19. Break Room            |                 |
| 6. CICE Assistant Director's Office   | 13. Janitor                 | 20. Mech. / Elec. Room    |                 |
| 7. Elevator Closet                    | 14. Work Room               | 21. Fire Riser Chase      |                 |

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## **LU: Campus Master Plan 2012-2022**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The Campus Master Plan 2012 through 2022 for Lamar University prepared by the firm of Barnes Gromatzky Kosarek Architects of Austin, Texas, be approved and the University authorized to make all necessary filings based on the adopted Campus Master Plan with the Texas Higher Education Coordinating Board.

### **Explanation**

The Texas State University System *Policies and Procedures Manual for Planning and Construction*, promulgated pursuant to the Texas State University System *Rules and Regulations*, provides that each component must prepare and submit a new Campus Master Plan for approval by the Board of Regents no less frequently than every ten years.

Lamar University selected and engaged the firm of Barnes Gromatzky Kosarek Architects of Austin, Texas to undertake this project. Pursuant to Chapter 1, Rule 6.51 of the *Rules and Regulations*, the President of Lamar University appointed a Master Plan Committee representing all constituents of the University. The Committee has recommended to the President that the Campus Master Plan be adopted, and the President recommends the Campus Master Plan for approval by the Board of Regents. Pursuant to Chapter III, Rule 1.51 of the *Rules and Regulations*, the Campus Master Plan was submitted to and approved by the Vice Chancellor of Contract Administration. It was presented at the February 2014 meeting of the Planning and Construction Committee of the Board of Regents. The Campus Master Plan documents are available electronically at a link to be provided by e-mail.

## **SHSU: Approval of Innovation Plaza Master Plan**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The 2014 Innovation Plaza Master Plan for Sam Houston State University, prepared by Broaddus & Associates of Austin, Texas, be approved and the University be authorized to file this Master Plan with the Texas Higher Education Coordinating Board.

### **Explanation**

The 2013 Legislative session passed Senate Bill 1157, allowing the Texas Department of Criminal Justice to transfer 78 acres of land to Sam Houston State University. While there are several key factors in determining this Innovation Plaza necessary and desirable for the university and community, the key focus is to establish a world-class destination for state-of-the-art facilities to enable exemplary training, research and development of criminal justice professionals.

The Innovation Plaza Master Plan process began in December 2013 with a conceptual framework plan identifying site planning, community adjacencies, topography and drainage, building locations and priorities, vehicular and pedestrian circulation, general parking and utilities infrastructure requirements, gateways and corridors, campus and community connectivity. A discovery analysis and brainstorming phase collaborating with university focus groups and external stakeholders such as Texas Department of Criminal Justice (TDCJ), H.E.A.R.T.S Veterans Museum, City of Huntsville, Texas Department of Transportation and adjacent neighborhood associations supported the development of this master plan. Implementation of the near-term priorities would include a long-term land lease for 6.1 acres of land to the adjacent HEARTS Veterans Museum, Corrections Management Institute of Texas / Law Enforcement Management Institute of Texas (CMIT/LEMIT) facility, a hotel and conference center, TDCJ facility and applicable infrastructure.

The proposed 2014 Innovation Plaza Master Plan prepared by the planning consultants, with the assistance and approval of the University administration, follows this Motion.



# Sam Houston State University

## INNOVATION PLAZA MASTER PLAN

May 2014





## Sam Houston State University

May 28, 2014

We at Sam Houston State University are excited about the establishment of Innovation Plaza and the extraordinary opportunity it provides for state-of-the-art facilities that will enable world-class training and development for criminal justice professionals.

The criminal justice program at Sam Houston State University has long been known and respected nationally and internationally for being “ahead of the curve” with its approach to teaching leaders who are responsible for public safety and security. With new facilities and the latest technology in place, the university will be able to provide an even better environment for professional growth, which will in turn benefit our society.

In addition to the cutting edge research and instruction at Innovation Plaza, the University will be able to promote and enhance the creation of 21st Century jobs and expansion of the local tax base through incubator projects that encourage new businesses that generate additional dollars for the community’s economic development. We are looking forward to strengthening existing partnerships and forging new relationships that will contribute to the betterment of the region and our state.

Much thought has gone into the design of Innovation Plaza, and we are especially proud that the site will have the look and feel of a beautifully planned, academic centric campus. We believe that the community will be pleased with the Plaza’s appearance, and those who receive training and conduct research and business at the facilities will have meaningful experiences at the location.

We genuinely appreciate the work of the planners who have shared their ideas during the development of the Innovation Plaza project. Because of their vision, we are able to fulfill the mission of the University, which is to provide high-quality education, scholarship, and service to students and to regional, state, national, and international constituencies.

Sincerely,



Dana L. Gibson

President

# Acknowledgements

## Steering Committee

Al Hooten  
Executive Vice President for Administration,  
Sam Houston State University

Douglas Greening  
Associate V.P. for Facilities Management,  
Sam Houston State University

Denise Neu  
Director, Facilities Planning and Construction,  
Sam Houston State University

Roy Botard, Jr.  
Construction Manager,  
Sam Houston State University

## Project Team

Broaddus Planning  
Lead Master Planning Consultants

Studio TBG  
Landscape Planning Consultants

Walter P. Moore  
Utility & Infrastructure Planning Consultants

## Advisory Committee

Jaimie Hebert  
Provost, University Administration

Vincent Webb  
Dean, College of Criminal Justice

Doug Dretke  
Executive Director, CMIT

Rita Watkins  
Executive Director, LEMIT

Jerry Cook  
Associate V.P. of Research & Sponsored  
Programs, Office of Research & Programs Staff

Terry Stokes  
Executive Director, Economic Development

## Special Advisory

Texas Department of Criminal Justice  
Jerry McGinty  
Lorie Davis  
Melissa Beanisly  
Paul Morales

H.E.A.R.T.S. Veterans Museum of Texas  
Richard Harris  
Charlotte Oleinik  
Tom Oleinik

Texas Department of Transportation  
John Byrd  
Brad Partee  
James Robbins

City of Huntsville  
Matt Benoit  
Aron Kulhavy  
Carol Reed  
Y.S. "Ram" Ramachandra

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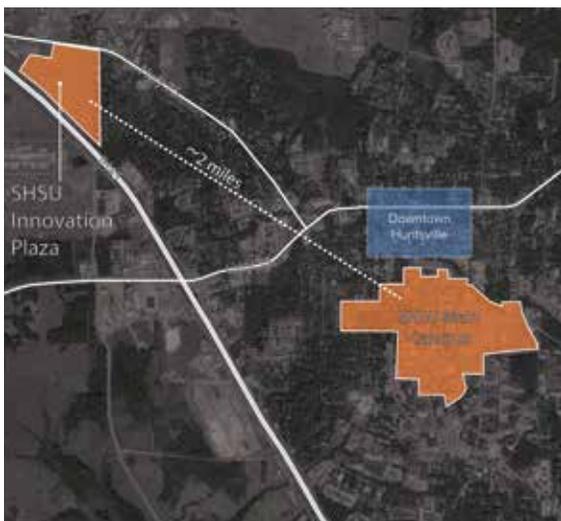
# INTRODUCTION



## Part 1: Introduction

### Impetus for Action

The impetus for this project is to establish a world class destination for criminal justice professional development, research, and service at Sam Houston State University (SHSU) on a recently acquired 78-acre parcel of land two miles northwest of its main campus in Huntsville, TX. The university is home to a unique assembly of programs dedicated to criminal justice professional development that will be relocating from the main campus to this new site---referred to herein as the “Innovation Plaza”. Two programs will anchor the Innovation Plaza: the Corrections Management Institute of Texas (CMIT) and the Law Enforcement Management Institute of Texas (LEMIT).



Location of the SHSU Innovation Plaza in relation to the SHSU Main campus and Downtown Huntsville

Several key factors have made this Innovation Plaza both possible and necessary and desirable for the university and community. These factors include:

- The transfer of 78-acres of land to Sam Houston State University from the Texas Department of Criminal Justice, the result of legislation passed by the state in 2013;
- Increased competition for attracting professionals from across the world as well as the state of Texas for advanced criminal justice professional development and research;
- Growth in the criminal justice program and the need for new facilities to support this;
- The need to replace the dated hotel on the main campus that is no longer meeting demand or adequately serving the needs of the university;
- The inadequacies of current facilities at the Beto Criminal Justice Center in supporting new and evolving teaching methods, development practices, and faculty research;
- Wider benefits for the Huntsville community with the provision of a new hotel and conference facility.

This is a critical moment in the university’s history as it seeks to leverage one of its most exemplary components—its criminal justice program—into a world renowned program with state-of-the-art facilities. At a time when competition is at a peak among colleges and universities, two themes are pivotal for success: (1) capitalizing upon existing university resources and (2) seeking partnerships and recognizing shared opportunities with industry and other public entities.

## Project Background

The university obtained the 78-acre parcel from the Texas Department of Criminal Justice (TDCJ) in 2013 in a land transfer supported by Texas State District 5 Senator Charles Schwertner. The parcel will continue to serve a public mission as it will support university academic, professional development, and research functions (while remaining public, non-taxable land). The near-term buildings will be criminal justice-focused as the existing criminal justice facility on the main campus, the Beto Criminal Justice Center, is not able to adequately support the growth in criminal justice professional development and enable modern practices.

In the near-term, the CMIT and LEMIT professional education programs will be relocating to the site along with a proposed hotel and conference center. These functions currently operate out of the Beto Criminal Justice Center and University Hotel on main campus. With functions moving out of the existing buildings, the College of Criminal Justice will expand within the Beto Criminal Justice Center, and the University Hotel will be utilized as flex space as other university buildings undergo renovation and as the need for temporary space arises.

As part of the land transfer, the university agreed to convey via long-term lease for 6.1 acres of land to the adjacent HEARTS Veterans Museum. Early on in the process of this project, the 6.1-acres were identified as a specific site south of the existing museum’s land holdings extending south to the creek bed (a land survey confirms the exact coordinates for plat assembly). Finally, as part of the land transfer, the university will build a new training facility to be leased back to Texas Department of Criminal Justice (TDCJ).

## The SHSU Vision and Goals

### Vision

The vision for SHSU Innovation Plaza is to become a hub for advancing criminal justice-focused professional development, research enterprises and academic initiatives. The long-term vision will provide a flexible framework to serve other university missions as well. Overall, the Innovation Plaza will provide a sense-of-place, enhance the university brand, and be a welcoming learning environment for students, staff, faculty, and visitors.



Existing 78 Acre site of future Innovation Plaza



Long Term Innovation Plaza Concept Plan

## Goals

The goals of this master planning project are:

- Optimize land to serve the university's academic and research missions with a special focus on criminal justice education, development, and research;
- Plan for near-term priority facilities while also establishing a vision for the long-term (50 plus year) development of the Innovation Plaza;
- Create a campus feel and establish a "sense of place" that is inviting for students, staff, faculty, visitors;
- Recognize the importance of 'being a good neighbor' by creating a plaza layout that is sensitive to its surroundings;
- Seek partnerships with other public entities and private industry with shared interest in developing the Innovation Plaza; and,
- Establish a new gateway to the university along Interstate 45 and State Highway 75.



Campus Attributes of existing SHSU Main campus

## Near-term Priorities

The Innovation Plaza has three priority projects for the first five years of development. Importantly, these near-term projects will need to be considered as just the beginning of a long-range vision. Thus, it is crucial to create public open space to create a sense of place and foster pedestrian connections as the first buildings are constructed. The near-term projects will require transportation and utility infrastructure as well.

### CMIT/LEMIT Facility

This building will house new professional development facilities for the Corrections Management Institute of Texas/Law Enforcement Management Institute of Texas (CMIT/LEMIT). A facility space program for this building was completed in November 2013. The program calls for an 83,000 gross square foot facility on 1.5 floors. Goals of the new facility include:

- Create a world class and state-of-the-art facility;
- Maintain the identity of both institutions;
- Create an environment for professional executive education;
- Enhance the university brand; and,
- Provide for flexibility to adapt to change.

### Hotel and Conference Center

A hotel and conference center to serve professionals attending CMIT/LEMIT professional development programs as well as the broader university and Huntsville community. This facility will replace the current 70-room hotel, which operates adjacent to the existing Beto Criminal Justice Center. The hotel and conference center will likely be developed as a public-private partnership (P3) project. A market analysis and feasibility study will need to be conducted to determine overall demand and size of the new facility. For the purposes of this initial study, a 250-bed hotel at approximately 175,000 gross square feet and a 20,000 gross square feet conference center are envisioned with space planned for future expansion.



Phase 1 Innovation Plaza Concept Plan

### TDCJ Facility

This building will house 47,500 gross square feet of correctional training facilities for the Texas Department of Criminal Justice. The goal of the new facility is to provide pre-service training for cadets and provide continuing education for TDCJ leadership. The new facility will be built by the university and leased back to the TDCJ for their use. The new facility will include several uses:

- Correctional training academic rooms;
- Housing accommodation for up to 150 cadets at a time; and,
- Shared support (gym, unit block mock setting).

### Long Term Needs

Beyond the first three facilities, the university will need to prioritize facilities, infrastructure, and landscaping projects as need arises. The over-arching vision for this plaza is to fulfil the university's mission by providing space for future academic and research needs.

### Planning Process and Methodology

The planning process was carried out in five phases over a five-month period. Each phase included time for meetings, presentations, community input, and fact finding. These phases were as follows:

- 1) Initiation: Began the project by aligning expectations, establishing planning goals, defining lines of communications and charting a clear path for the project.
- 2) Analysis: Involved the accumulation and analysis of quantitative and qualitative data necessary to generate a realistic portrait of the planning conditions.
- 3) Vision: Focused on early development of planning scenarios that holistically address the project's development for both the near-term and long-term. This phase also included a public community forum held at the HEARTS Veterans Museum.

4) Development: Involved further study of the preferred planning scenarios, including evaluation in greater detail of the site layout, adjacencies of uses and circulation, to obtain input, and build consensus from stakeholders. This phase also included the creation of architectural and landscape qualities of the Innovation Plaza.

5) Refinement: Included preparation of the final composite plan and artistic renderings to capture the intended character of the Innovation Plaza. The final plan roll-out presentation was made at the end of this phase.



Broaddus Planning Process Steps

## Stakeholder Engagement

The project team's process was driven by stakeholder engagement. An overall structure of feedback and dialogue was set to obtain direction from key university leaders and input from community stakeholders. Over-arching decision making was provided by the Steering Committee, led by Executive Vice President for Administration Al Hooten. The Steering Committee was actively engaged during every phase of the project. The Advisory Committee, consisting of leadership involved with criminal justice training, provided recommendations and comments that influenced the development of the project.

University stakeholders included:

- Office of the President
- Office for Finance and Operations
- Office of the Provost
- Office of Research and Sponsored Programs
- College of Criminal Justice
- Facilities Management Department
- Corrections Management Institute of Texas
- Law Enforcement Management Institute of Texas

Non-university stakeholders included:

- Texas Department of Criminal Justice
- Texas Department of Transportation
- HEARTS Veterans Museum
- City of Huntsville
- Neighborhood Groups/General Public

The university and project team facilitated an open forum process to obtain input from the general public. Two public forums were conducted. Over 70 people attended the first forum and approximately 30 people attended the second forum. Both forums were an opportunity for the project team to brief the community on the project and to obtain input from individuals. Given the proximity of residential neighborhoods east of the Innovation Plaza, it was important to involve representatives from the neighborhood in the planning process.

The master planning process also established a positive relationship with the HEARTS Veterans Museum to the northwest of the site. The museum is a strong community asset and focal point. The university was clear that the master plan should respect the setting of the museum, its current Vietnam Memorial Walk and support future plans for military aircraft and presidential monument displays on a six-acre area south of the museum which is to be leased by the university to the museum.

City of Huntsville and Texas Department of Transportation officials were involved in discussions about the project early-on. Discussions covered issues including transportation circulation, roadway safety, utility infrastructure, and stormwater management.



HEARTS Aircraft Display

## A Foundation to Guide Growth

This master plan provides a foundation to guide university growth for the near term (0-5 years), mid-term (6-10 years), and long-term (beyond 10 years and up to 50 years). University decision makers can refer directly to this document when making future physical improvement and capital investment decisions. As a guiding document, the master plan primarily addresses physical growth issues pertaining to land use, facility needs, student life, public open spaces, transportation and utilities, and environmental sustainability. Creating a positive and welcoming human experience at Innovation Plaza is a guiding principle behind this document

This master plan, however, is not a fixed, unalterable document. While it writes the script for long range development and prioritizes near-term projects based on the most accurate and current information, the master plan can be updated or altered in the future to accommodate changing circumstances in funding, strategic planning, enrollment, or any other major change. Universities are dynamic, evolving institutions and SHSU is no exception. Given the university's growth projections and ambitions, it is challenging for a master plan to anticipate every future development. It is common for universities to update their master plan every five years or so to address new issues that arise. This document should be re-evaluated and updated to address shifting priorities in the future.



High Quality, human-scale development envisioned for the Innovation Plaza by the Plaza Concept Plan



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ANALYSIS

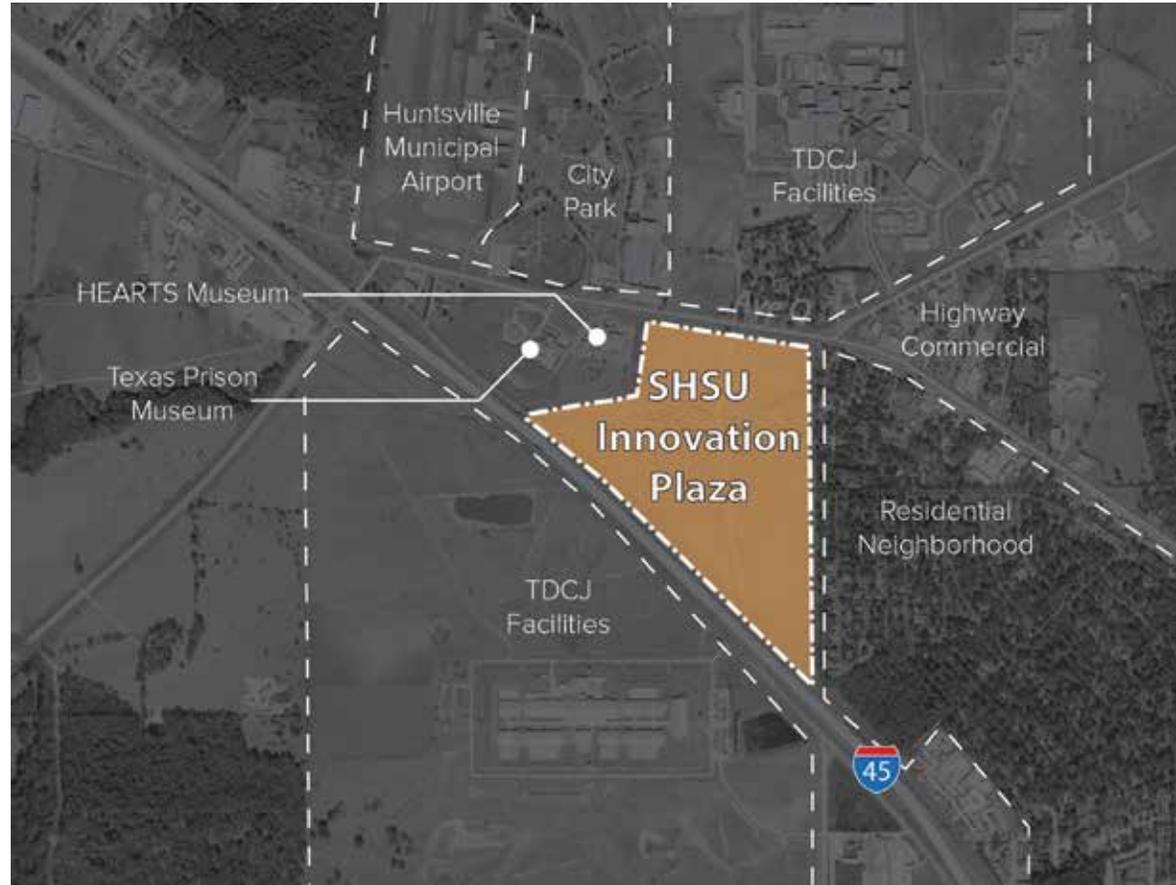
## Part 2: Analysis

### Context Analysis

#### City Context

The SHSU Innovation Plaza is set about 2 miles northwest of downtown Huntsville and the SHSU main campus. The site is at the edge of town near the intersection of Highway 75 and IH-45.

While the site is not adjacent to the main campus, good access exists along local roads and major highways. Highway 75 provides a local route between the main campus and the Innovation Plaza. Other visitors to the Innovation Plaza as well as commuters are likely to arrive on IH-45, where access to the south entrance can be gained along the northwest bound frontage road. Due to its nature as a limited access Highway, IH-45 is not as ideal for local trips, as motorists may have overshoot the plaza to achieve a turnaround that allows for access and/or exit depending on their direction of travel.



Context of future site of the SHSU Innovation Plaza

## Land Use & Zoning

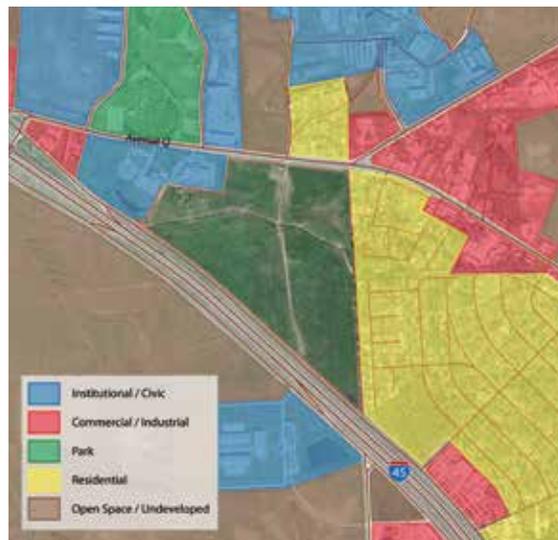
### Surrounding Land Use

The site abuts an established residential neighborhood immediately to the east, consisting mostly of single family homes as well as some manufactured homes. Adjacent to the site at the northwest corner are several public use facilities; the HEARTS veteran' museum, which is an important community institution with both indoor and outdoor exhibitions and memorial spaces. Just beyond the HEARTS museum to the west is the Texas State Prison Museum. Across the street from these museum facilities is Kate Barr Ross Park, an athletic complex with numerous baseball and soccer fields that, along with the museum, create a large node of public use facilities in this area.

There is also a sprinkling of commercial uses along Highway 75 in the immediate area, some of which are local businesses while others are oriented to interstate travelers. Finally, the majority of land in the area across either highway to the north and south remains in TDCJ ownership, and contains correctional facilities, staff housing, and open land.

### Zoning

The entire Innovation Plaza site falls within the 'Management' zone on the city's zoning map; the adjacent neighborhood to the east of the site is a designated Neighborhood Conservation zone.



Current Zoning context surrounding the Innovation Plaza Site

## Transportation

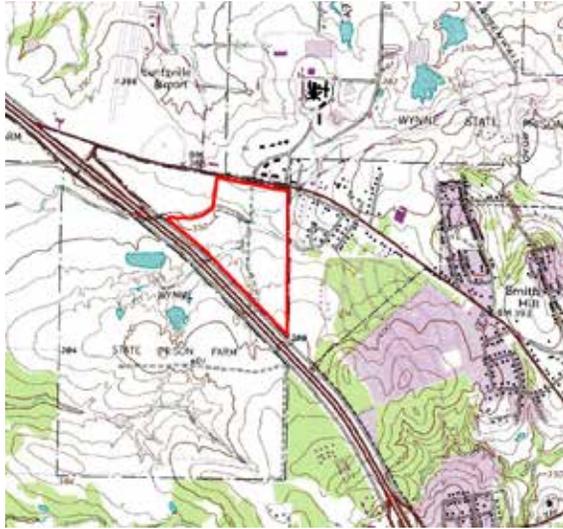
Though Huntsville is a small community, some congestion problems do exist in the area of the site at certain times of the day. The existing intersection at IH-45 and Hwy 75 gets backed up, and motorists sometimes wait through several cycles of lights before being able to proceed. To alleviate this, TxDOT is re-positioning the link road between IH-45 and highway 75 to alleviate traffic congestion at this intersection. In conjunction with this, the exit ramp from northwest bound lanes of IH-45 will be relocated further east. Neither under current conditions, nor following the relocated exit-ramp, will traffic



Highways connectivity to the Innovation Plaza

be able to access the site by exiting directly from IH-45. Travelers must approach either along the frontage road or exit at Hwy 75.

The City of Huntsville's 2007 Thoroughfare Plan shows a future secondary arterial being routed through the northern portion of the Innovation Plaza site and connecting across IH-45 County Road 1791. This alignment is not represented in this plan for the plaza, though future north-south connection between IH-45 and Hwy 75 is planned through the center of the plaza.



1975 USGS Survey



1995 Aerial Photograph of Huntsville (C. Google)



2005 Aerial Photograph of Huntsville (C. Google)

## Plaza Analysis

### Site History

- 1976 – Land as within State Prison ownership and only limited residential development to the east.
- 1995 – Pre-HEARTS Museum & Prison Museum
- 2005 – Prison Museum is built to the west of the Plaza
- 2009 – Storm Shelter and in progress HEARTS Museum

### Current Use of the Site

The site is currently in use as a horse pasture managed by TDCJ employees and inmates as part of its renowned equine program. Currently, working offenders and TDCJ employees can access the site through a gate on to highway 75, and through a tunnel under Interstate 45 to the south.

With the deeding of this land over to SHSU for the Innovation Plaza, this use as horse pasture will cease, and along with it, the access and transit through the site is also likely to cease at this time, although some flexibility in retaining access may be beneficial in the short term. Once access has ceased the tunnel will be sealed, preventing future access.

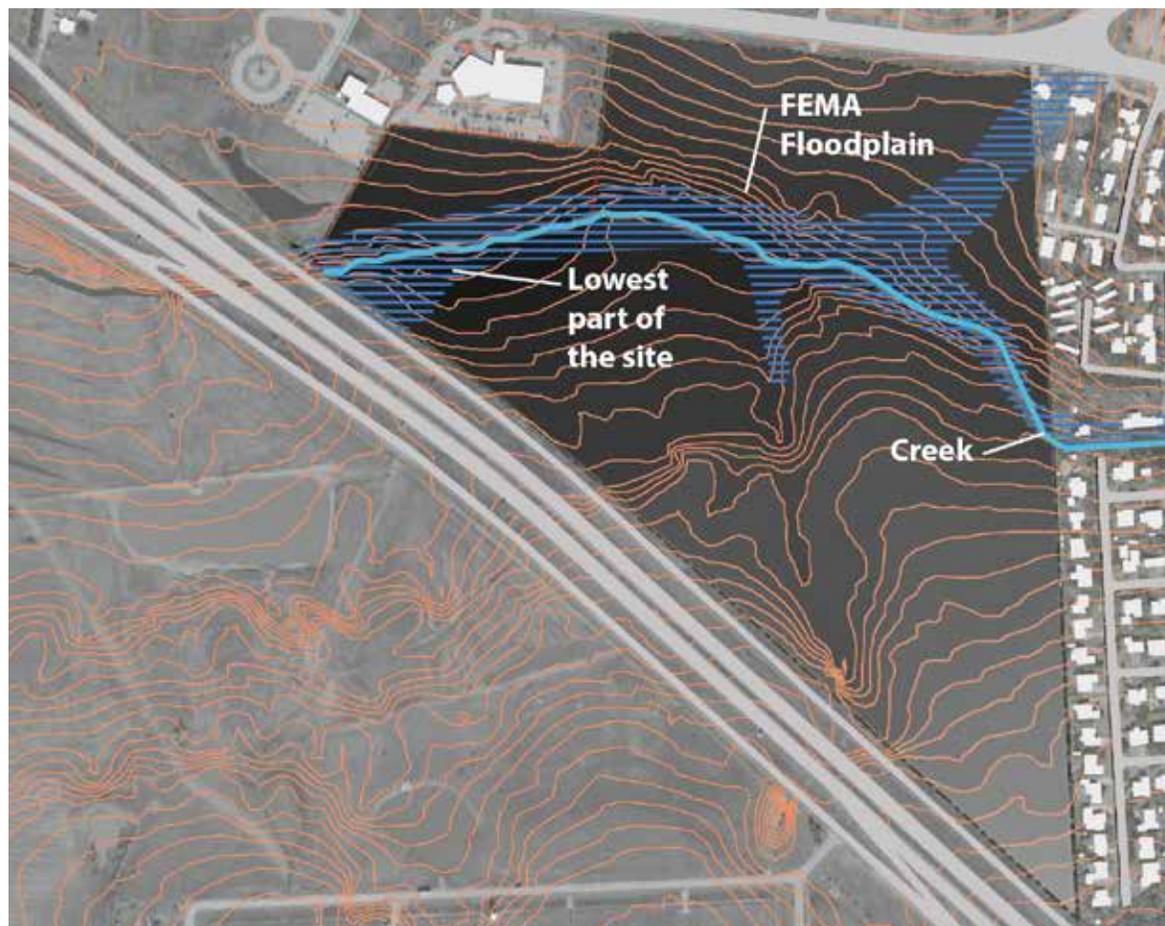
## Environment & Ecology

The site falls within the Piney Woods ecoregion of East Texas, and receives an average of 48 inches of precipitation per year. The site itself has a long gradual slope from higher points at the northern and southern boundaries toward an intermittent creek running through the center of the site. Here, the creek flows toward a low point at the far western edge where it reaches a tunnel and passes under IH-45 and beyond. There is a total elevation change of about 56' from this low point to the highest point on the site at the southeastern corner.

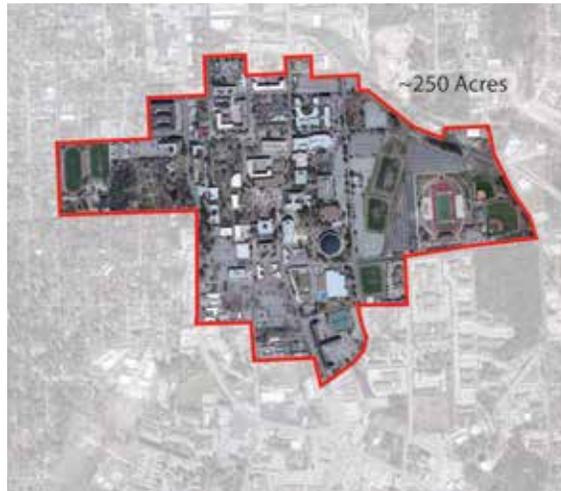
Partially a result of its long standing use as horse pasture, the site is almost completely devoid of vegetation save for grasses and a few small scrubby trees in the creek bottom. The creek currently lacks stable banks and riparian vegetation. There is opportunity as the Innovation Plaza develops to reintroduce some of the native ecology of the region and integrate it into landscape features and stormwater management techniques.

## Water & 100 year floodplain

The 100 year floodplain follows the creek bed, as and runs along two other smaller drainages or ditches that flow into the creek. The creek has clearly been engineered and channelized upstream within the existing neighborhood to the east, and anecdotal evidence suggests this creek has backed up and caused flooding issues on the western side of the Innovation Plaza.



Creek Floodplain (Source: Google Earth/FEMA)



SHSU Main campus



78 Acre Site Overlay on Main campus



Main campus Overlay on 78 Acre Site

### Scale Comparison

The above images present a comparison between the existing SHSU Main campus and the 78 acre site for the Innovation Plaza expansion plan. This comparison illustrates several important ideas.

First, and very simply, its overall size represents a very significant land area. Second, while the total SHSU Main campus boundary contains roughly 250 acres (including all roads, parking, open space etc.) the campus core is reasonably similar in size to the Innovation Plaza parcel.

Many uses outside of this main core will not be needed at the Innovation Plaza, including large acreage facilities including athletics and recreation fields. Considering this, Innovation Plaza contains an even more substantial development potential than the overall area proportions may suggest.

Finally, while the plaza site is at the north-western edge of the City of Huntsville with low density development surrounding it, in order to build a campus feel, a higher level of density of development than the surrounding land uses will be necessary.

The sense of scale of appropriate development on the site can be judged by using the existing main campus as a comparison. The main campus has an established character and walkable configuration of streets and spaces with an appropriate density of development for the university.

### Utilities Analysis

There are several existing utilities and utility easements within the site, including water, sanitary sewer, and electrical. The utility diagram at right shows locations and simple descriptions each of these as they exist today. Conceptual configurations based on the long-term plan for these utilities and others can be found in the appendix of this document.

### Transmission Easement

Along the eastern boundary of the site against the existing neighborhood, there is a 100' wide electrical transmission line easement belonging to Entergy. The transmission line pole structures are centered in the easement. There can be no vertical structures located within the easement and Entergy has confirmed that:

*"The easement was not designed for any vehicle traffic, therefore, any roadways would need to be designed outside of the right of way easement." Entergy Representative*

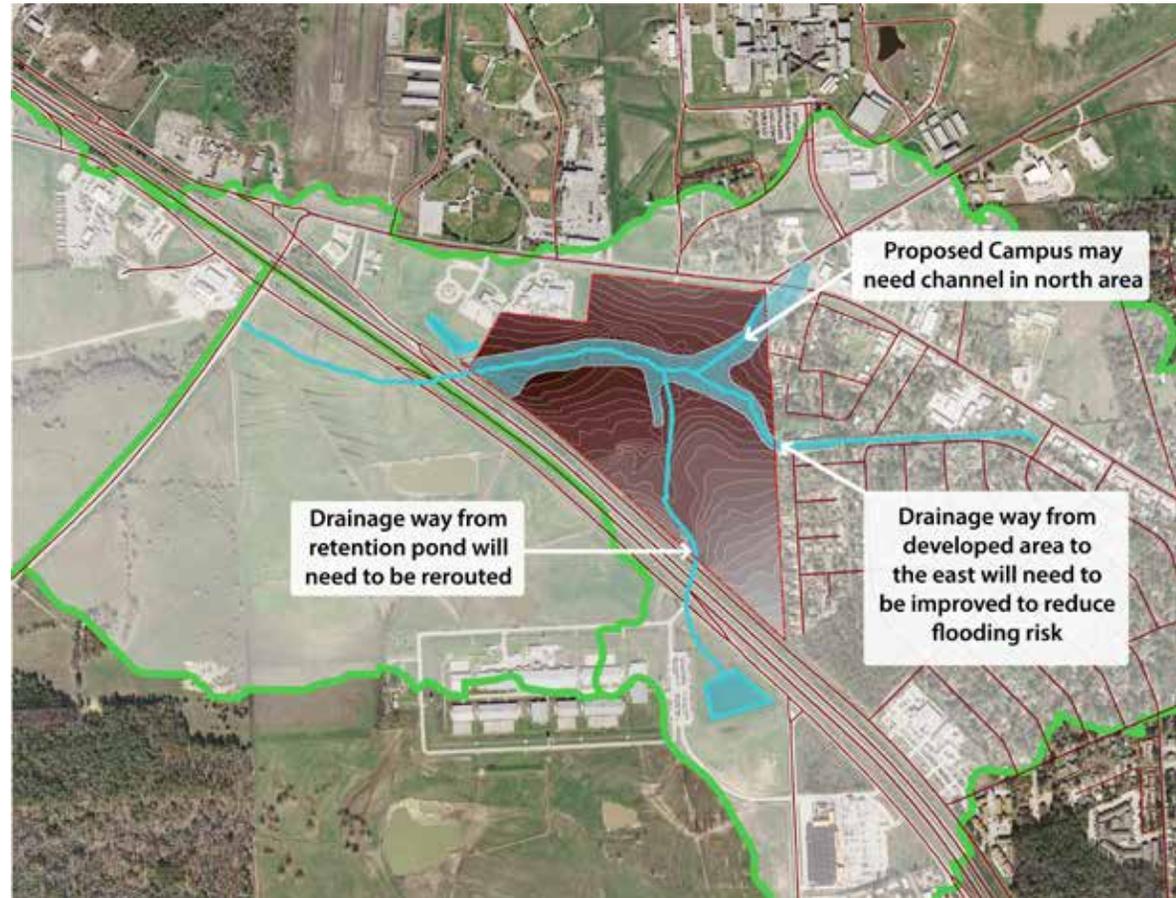


Utilities information affecting development on the Innovation Plaza

### Storm Water Drainage Analysis

New development on the site, will necessarily increase the impervious cover and alter the existing floodplain map. There are a number of requirements which have to be met by any new development on the site:

- Rain water harvesting is required by the State Energy Conservation Office (SECO) on all roofs over 10,000 square feet, with either above or below ground cisterns;
- Low Impact Development ponds (LID) or bio-swales, in parking islands or green areas should be used to reduce run off; and,
- One hundred percent of run off will need to be attenuated through on site detention along the existing floodway, defined by the creek.



Storm Water Analysis

## Site Requirements

In developing the Concept Plan in the following section, site requirements for several near-term and long-term facilities shaped the configuration of the plan. The Phase 1 facilities (CMIT/LEMIT, TDCJ, and Hotel & Conference Center) have existing programs and space requirements that were developed prior to this plan. The space requirements of these facilities and their locations on the site were given priority consideration in creating several phased development scenarios represented in the following chapter.

Vacated buildings on the main campus will be used for university academic growth. The current hotel on the main campus will be used as “surge” space, to provide flexibility during construction.

## Phase 1

### 1: Corrections Management Institute of Texas / Law Enforcement Management Institute of Texas Center for professional/ executive education

A new 83,000 gross square foot building will provide a new center for the CMIT/LEMIT programs. This building will replace the current facilities on the main campus with the goal of providing:

- A world class and state of the art facility;
- New flexible and adaptable facilities;
- Promotion of the identity of CMIT/LEMIT institutions; and,
- Promotion of SHSU brand.

The new facility will include appropriate levels of parking (200 spaces, with a further 200 spaces shared with the hotel / conference center).

### 2: A correctional training facility for TDCJ (approximately 47,500 gross square feet)

Huntsville is the central training facility for the entire state, with thirty staff at the current facility. TDCJ makes 6,000-7,000 new hires every year, all of whom must receive training.

An architectural program for the TDCJ will be developed for a correctional training facility in the future.

A general overview of program for the training facility is intended to serve three groups:

- Pre-service training – approximately 150 / 300 trainees at any given week;
- In-service training – 1 week a year professional development; and,
- Specialist training / leadership – 70-110 class sizes every two weeks.

The pre-service trainees require accommodation in a multi-use building. There will also need to be a location, potentially flexible space within the multi-use building to be used as dining room space during meal times. To accommodate these needs, the facility is intended to be an open layout with bunks and common dining room.

As a part of the training, there is a requirement for a physical appraisal test (PAT) quarter mile running track, push up station and other training equipment. These requirements can be accommodated on multi-use paved areas where cones and equipment can be set up as needed.

It is estimated that the facility would require 302 parking spaces total, including staff and trainees.

### 3: A hotel and conference center

The City of Huntsville has conducted a survey of hotel demand within the city which identified that there are currently no full-service hotels within Huntsville. This shortage of hotel beds means visitors often have to stay farther afield in College Station when there is a major event in Huntsville.

- The survey has informed the projected size of hotel at 250 beds.
- 250 beds at 700GSF/beds = approximately 175,00 GSF hotel needed.
- The current University Hotel has 70 rooms at 60,000 GSF (850 GSF/room).
- 17,000 - 20,000 GSF conference center facility to be contained within the hotel.
- 200 parking spaces needed (shared with CMIT/LEMIT).

### Central Plant and Data Center

The Innovation Plaza will need to construct its own central plant and data center. No detailed facility programs exist for these two buildings, but the university has provided guidance based on conversations with facilities and information technology representatives on general sizes and needs.

Phase 1 Development Summary Table

Building Name	Total Area, Gross Square Feet (GSF)	Floors	Footprint	Parking Requirement	Number of Users (people/day)
CMIT / LEMIT Facility	83,000	2	60,000	200	At least 200 based on size of lobby; need to confirm
TDCJ Facility	47,547	2	23,774	302	30 staff; 220-410 trainees/students at any given time
Hotel	175,500	6	31,500	200	280 (250 guests + 30 staff)
Conference Center	20,000	2	15,000	Shared with other facilities	Based on events
Data Center	5,000	1	5,000		Minimal
Physical Plant	20,000	1	20,000		Minimal
<b>TOTAL</b>	<b>271,047</b>		<b>155,274</b>	<b>702</b>	<b>500 – 900+</b>
*702 parking spaces = 228,150gsf (5.2 acres) @ 325sf/space					

## Phase 2

### University Life Commons

Once the Innovation Plaza has achieved a reasonable level of development, a “Commons” building will be needed to provide space for gathering, study, dining, and other activities. This building should be at the heart of Innovation Plaza and will be key in contributing to a true campus feel.

### Simulation Building

The concept for the simulation building would be a highly flexible space which allowed for a multitude of different corrections training scenarios to be set up and tested. This could include cell arrangements, dorm rooms, day room and dining rooms. This flexibility would allow training of all TDCJ users. It would also allow the testing of different configurations of built elements useful in the research of best practice in corrections facilities.

The building would require a flexible internal configuration with the ability to pull in a bus for hostage simulation. The upper floor of the building would be a viewing gallery to allow observation of training exercises by large classes of trainees.

### University Police

A university police sub-unit would need to relocate to the plaza in order to provide security and other services as the Innovation Plaza grows in size.

## Long Range Plan

The long term needs of the university are reviewed on a regular basis. The programmatic long term needs of the university will be subject to a wide number of influencing factors from changes in enrollment numbers to changes in pedagogical methods and technology. The Master Plan needs to remain flexible in the long term to accommodate these changes.

Other longer term potential growth areas under consideration at this time are:

- A future forensics research facility; and,
- Additional criminal justice development.



Sam Houston statue





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CONCEPT PLAN

## Part 3: Plaza Concept Plan

This section describes the agreed Plaza Concept Plan for the new Innovation Plaza. The concept plan directly uses information from the analysis of the site and requirements but also has been driven by working design sessions, and symposiums.

The creation of a master plan is an iterative process. The Plaza Concept Plan which is presented in this document is the product of several months of exploration of options, discussion, revision and refinement. This ensures that there is ample time to capture input from the various stakeholders and to carefully work through constraints to development on the site to allow a context-driven approach.

The evolution of the Plaza Concept Plan also seeks to maximize the potential opportunities of the site, of which there are many, by review of multiple scenarios in an iterative process of refinement.

These opportunities use the project goals as a starting point to capture the quality and character fitting of the new Sam Houston State University Innovation Plaza.



Design Team Meeting



Early concept option design forming part of the iterative design process

## Stakeholder Input

Clear input has been expressed from the stakeholders regarding the drivers for the master plans as it evolved through the concept phase. The following key drivers were derived from discussion with stakeholders in the Visioning Workshop sessions in Phase 3 of the project.

### University

- Plan for near-term facility needs for criminal justice uses;
- Plan for long-term academic and research growth;
- Create a “campus” feel with green open spaces;
- Create a gateway with focal features and memorable locations;
- Form adjacency between the near-term hotel/conference center and CMIT/LEMIT facility;
- Allow for potential conference center expansion; and,
- Need to include POP data center in near-term Phase 1.

### Community

- Maintain visibility to HEARTS Veterans Museum from Hwy 75 and IH-45;
- Enhance setting of future HEARTS Presidential Park;
- Allow overflow parking within the Innovation Plaza with golf cart access;
- Ensure no development is within the 100’ electric utility easement;
- Provide landscape separation/green buffer from neighborhood; and,
- Ensure there is no impact on storm water within the neighborhood.

### Official Stakeholders

- The plaza has to meet TxDOT curb cut requirements:
  - » 250’ from highway exit ramp
  - » 425’ between driveways
  - » 45’ maximum curb-to-curb of driveways



Stakeholder Meeting



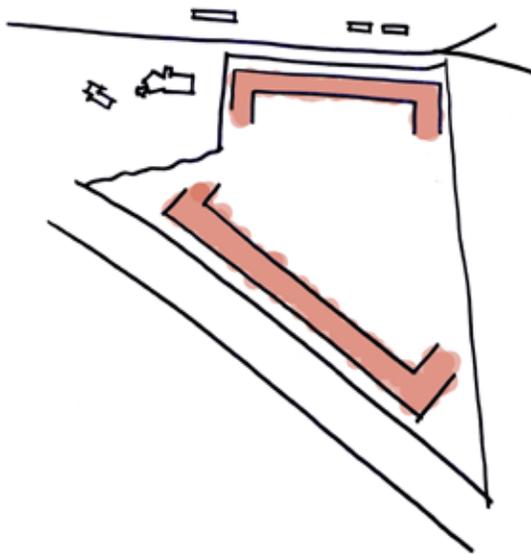
Community newspaper reporting on SHSU Innovation Plaza master planning process

### Design Principles

Design principles were established early in the design process. These are in essence principles of good design which have been tailored to be specific to the SHSU Innovation Plaza. These design principles have evolved through the process into a framework which ensured that the Plaza Concept Plan met the functional requirements as well as the aspirational plaza character goals of the university.

### Frontages

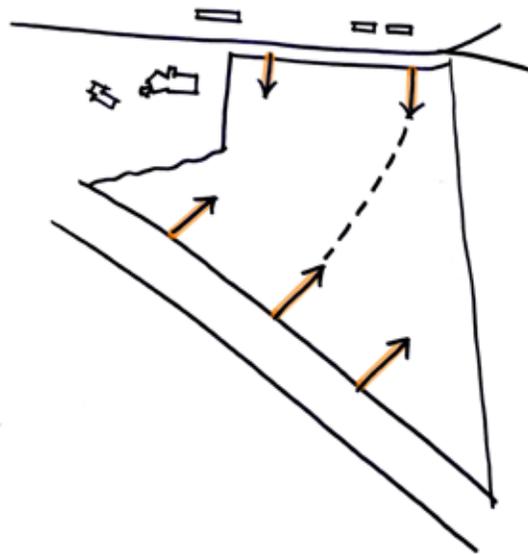
- The site's 'primary frontage' should guide initial phase of development with building addressing IH-45 and Highway 75.



Frontages

### Vehicle Circulation

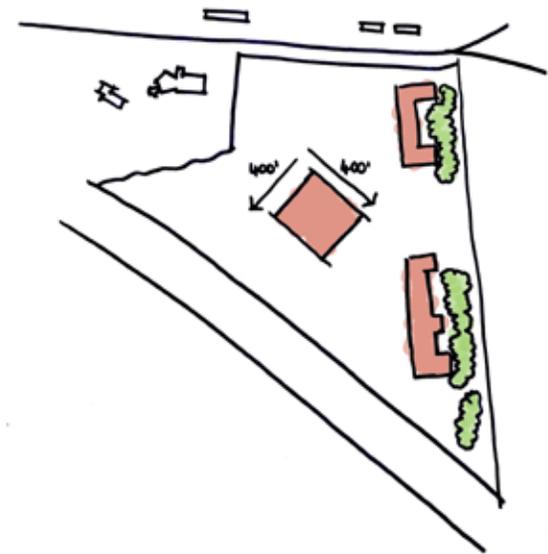
- A central access route through the site that connects Hwy 75 to the IH-45 frontage road;
- This central access should align with access to the TDCJ Wynne Unit mens prison to the north - to establish convenient junction alignment;
- Circulation within the plaza should be convenient and efficient, without being overly dominant; and,
- Accommodate bus access and circulation on the site to allow for potential future shuttle bus loop between the Innovation Plaza and the main campus.



Vehicle Circulation

### Blocks

- Building orientation should create a 'soft' edge to neighboring properties, positioning entrances on main streets and rear 'garden' courts closest to residential and HEARTS boundaries;
- A general walkable block size 300-400' should be adopted; and,
- Larger blocks may be located adjacent to IH-45 for hotel/conference use location with smaller blocks located centrally.



Blocks

### Building Heights

- Building heights adjacent to neighboring property should be limited to three stories on the eastern and western boundary, building heights up to 6 stories in central section of the plaza;

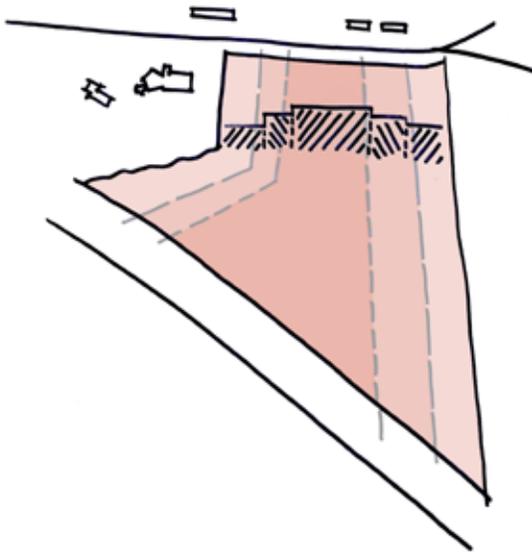
### Views and Set Backs

- A setback of the building line should allow clear views to HEARTS military monuments to the south and to the north;
- The site design should address focal points at the entrances to the Innovation Plaza to aid circulation
- The Innovation Plaza should include a central focal point at its heart to create a strong landmark and aid orientation.

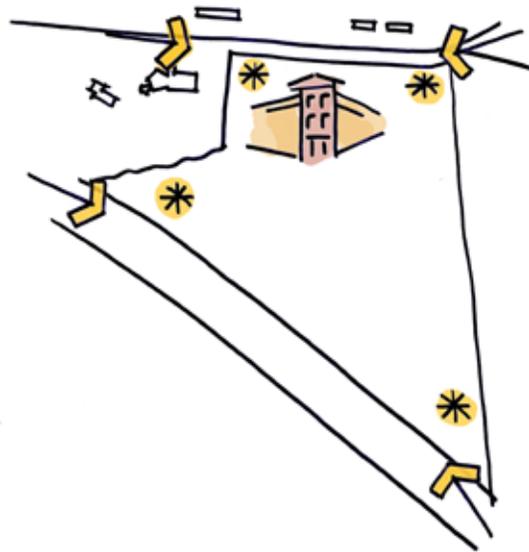
### Landscape

- The layout should create a landscape area around creek enhanced by an appropriate level of building enclosure;
- Allowance should be made for a low level landscape buffer along IH-45;
- Incorporate green infrastructure, environmental design, integrated and sustainable storm water management into site design.

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Building Heights



Views and Set Backs



Landscape

**PROCESS: DESIGN EVOLUTION**



Initial design concept



Concept development



Concept Refinement

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**Uses**

- Uses should be positioned on the site relative to their requirement for a visible presence from IH-45;
- Shared parking opportunities between all facilities should be encouraged; and,
- The plaza should provide for a highly integrated mix of research, training and student life uses on the site as well as supporting administration and offices, even if final uses are currently unknown.

**Pedestrian Movement**

- Pedestrian routes should provide clear connections to HEARTS' landmarks to the north and south;
- The pedestrian network should be structured around a pedestrian mall supported by a walkable network of streets with sidewalks.

**Plaza Concept Plan**

This section provides a description of the proposed development for each of the phases of the Plaza Concept Plan. It also provides a narrative on the layout and provision of facilities from a site-specific design rationale developed from the design principles set out above. The creation of plaza character, beyond this functional rationale, is provided in Section 5: 'Plaza Character'.

The Plaza Concept Plan sets out the road map to development of the Innovation Plaza through a near-term Phase 1, and a medium-term development as Phase 2. The Plaza Concept Plan also provides long-term full build out potential to guide decisions regarding the location of longer term growth of the university.

The careful thought and discussion which has led to the design rationale commentary below should be the starting point for any future detailed architectural proposals for the Innovation Plaza.

**Phase 1**

**Summary Overview**

The first phase of the Plaza Concept Plan has been programmed and planned to accommodate the following facilities:

- CMIT/LEMIT (83,000 gross square feet);
- Hotel and Conference Center;
- TDCJ Facility (47,547 gross square feet); and,
- Initial road and utility infrastructure.

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TDCJ Facility

Trail

Central Plaza

CMIT/LEMIT

Hotel/  
Conference  
Center

POP Data Center

Central Plant

Phase 1 Plaza Concept Plan

Design Rationale

The Phase 1 Plaza Concept Plan has been carefully choreographed with the later phases to account for specific commercial realities and efficiencies in development. These design decisions are broken into practical sections or buildings; roads and parking; pedestrian links; and landscape. In summary:

Buildings

- The hotel is located on IH-45 to be visible from and adjacent to site entrance;
- The distance between the Conference Center and the CMIT/LEMIT building is less than 100 feet allowing a high degree of connectivity between the two buildings. A dedicated crosswalk is identified where this could provide an emphasis for this connection and encourage pedestrian flows.
- The TDCJ facility is located close to Hwy 75, but only approximately 1000 feet walking distance from the CMIT/LEMIT building.
- The Central plant and data center are located adjacent to the secondary access to site for convenient service access.

Roads and Parking

- A loop road from the IH-45 frontage road is used to create convenient vehicle and servicing access to the Phase 1 buildings.

- The central boulevard within the Innovation Plaza is started in Phase 1, allowing the creation of an entrance gateway.
- For the Phase 1 development, construction of the northern section of the central boulevard would potentially over burden development costs, therefore an interim arrangement of direct access to the TDCJ surface parking lot has been provided.
- The parking for the CMIT/LEMIT facility is configured so this initial Phase 1 begins to establish the principle of a central pedestrian spine which will be continued as a structuring feature through Phase 2 and the longer term development of the Innovation Plaza.
- Parking for the Hotel and CMIT/LEMIT is shared as a majority of users for the CMIT/LEMIT will be hotel and conference center guests.
- Parking is located to the rear of the Hotel and Conference Center and the CMIT/LEMIT building allowing the early creation of a positive public realm between the building entrances and the Central Plaza space.
- The TDCJ parking lot provides overflow parking for the HEARTS museum for special events.
- The TDCJ facility is directly accessed from Hwy 75 to the north of the site. This location provides convenient access for staff from the Wynne Unit prison to the north of Hwy 75.

- Phase 1 allows for continued operation of the TDCJ tunnel under IH-45 in the short term. This access would be secured. With restricted timing and use, the existing bridge could still be used for transporting inmates across the site, exiting on to highway 75 from the current curb cut.
- Intersections with Hwy 75 and IH-45 have been designed to accommodate large vehicles. In particular, the Phase 1 loop has been designed to accommodate a large servicing vehicle entering the site and navigating to the service area of the hotel and conference center. This has resulted in the need for larger intersection widths on this loop.



Auto-Run Analyses of Phase 1 Plaza Circulation

### Pedestrian Links

- The Central Plaza space is a key element in Phase 1, which sets the character of the whole plaza (this space is discussed more in the following section on Plaza Character).
- Continued pedestrian access over the creek using the existing bridge is envisioned. However, replacement with a pedestrian bridge may be necessary following more detailed assessment of the bridge structure. This establishes the route of the central boulevard in advance of requiring funding for the entire length of the boulevard and bridge over the creek.
- The Phase 1 layout includes two connected trail loops: a 0.4 mile loop to the north of the creek and a larger, one mile, loop on the south side of the creek.
- Direct sidewalk connections have been created between the surface parking lot and the HEARTS Vietnam Memorial Walk to provide convenient access. These sidewalks are designed to be a minimum of 12 feet wide to accommodate golf carts, where these are necessary to assist less mobile visitors' travel between the parking lot and the museum.

### Landscape

The Phase 1 plan demonstrates early commitment to landscaping and tree planning on the site. This is focused in the following areas:

- Adjacent to IH-45 to provide a landscape buffer to future buildings;
- to the eastern boundary of the site to begin to establish a soft landscape boundary to the neighborhood;
- along the route of the trails; and,
- formal street tree planning on the initial section of the central boulevard, and other street tree locations.

The plan design is also deferential to its neighbors to the east - the closest building to the Forest Hill Neighborhood in the Phase 1 development is 395 feet from the property boundary.

The Phase 1 Concept Plan also shows the implementation of the HEARTS Museum's Presidents Park on the 6 acres of land leased by the University to the HEARTS Museum.



Detail of the Phase 1 Plaza Concept Plan showing close relationship of CMIT/LEMIT facility to the Hotel and Conference Center

## Phase 2

### Summary Overview

- Complete the central boulevard and bridge across the creek;
- Landmark building and tower for student life/academic uses;
- TDCJ Simulation Training Facility;
- 172,000 additional gross square feet of building; and,
- 240 additional parking spaces.

### Design Rationale

The Phase 2 Concept Plan sets out the medium term (6-10 year) development of the Innovation Plaza.

### Buildings

- Construction of the building to the south of the creek is intended to provide a landmark focus in the center of the Innovation Plaza. This building would be ideally suited to providing student life facilities. It is also likely to be able to accommodate relocated administration services, and research or additional education space. This building would even be appropriate for larger auditorium or performance spaces if these are likely to become a need in the long term programming for the Innovation Plaza.
- The simulation training facility built adjacent

to the TDCJ facility, will provide flexible space for training situations. The building has been shown to have a bus pull-in to allow for special training vehicles to be positioned within the building. This building shares and entrance with the TDCJ facility, which links through the TDCJ building to provide pedestrian access from the central boulevard. This configuration is directly intended to establish a clear structure of connections between near term and long term buildings as the Innovation Plaza develops.

### Roads and Parking

- Completion of the central boulevard, including bridge and planting of street trees. The boulevard is median separated and has wide pedestrian cross walks at frequent intervals to help calm traffic speeds.
- The efficient grid structure to the south of the creek is partially formed with the creation of a street to the north of the CMIT/LEMIT building.
- Parking and servicing to the potential student life building to the south of the creek is provided to the east of the building. These parking lots are configured in preparation for their conversion to building sites in the long term build out of the Innovation Plaza.

### Pedestrian Links

- The north running trail is increased to a 3/4 mile length.

### Landscape

- The enhanced creek landscaping will accommodate 1 in 100 year storm water without impact beyond the site boundary. It is not anticipated that there will be any significant degree of standing water within the creek, the current minimal flow through the site will remain.
- Additional landscape and tree planting is added to the west of the Innovation Plaza in the area around the running trail, starting to establish greater biodiversity and range of habitats which will have ecological as well as storm water retention benefits.
- Landscaping and trees are also added around the extended northern running trail.



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Phase 2 Plaza Concept Plan

### Phase 3

#### Summary Overview

The Long Term Plaza Concept Plan responds to the university's goals in the following ways:

- “Campus” feel: The Innovation Plaza plan allows all buildings to be connected by a pedestrian network of paths, quads and open spaces with landscape improvements and branding opportunities.
- Fulfill the university's mission through: “Education – Training – Research”: The concept plan provides a mix of opportunities for research and education facilities in addition to the near term facility requirements.
- Long Term Growth: The plaza could conservatively provide 1.3 million square feet of floor space for new building projects., 2,992 parking spaces, 4 parking garages, and approximately 24 acres of open space.

#### Design Rationale

The long term plaza build-out may take between 10 and 50 years to achieve. It is therefore aspirational; setting out the potential for the Innovation Plaza when fully established.

#### Buildings

- The long term development identifies where future growth could complete the street frontage along the central boulevard. Placing building frontages which face this boulevard is a key element in the layout of the Plaza Concept Plan.

- A flexible use pavilion adjacent to the creek, for outdoor lessons or events.
- The closest building to the site boundary with the Forest Hill neighborhood is 180 feet. This is the 4th parking garage and can be screened with vegetated walls if necessary. The closest active academic building to the boundary with the neighborhood is 200 feet, and the academic buildings closest to the boundary are orientated at an angle to the boundary to avoid windows directly facing the neighborhood and thereby reducing the potential impacts on residential privacy.

#### Road and Parking

- Development within the long term Plaza Concept Plan is principally arranged around a street grid and blocks with internal courtyards. North of the creek this is expanded slightly to allow parking within larger courtyard arrangements providing convenient locations for ADA compliant parking spaces as well as servicing and loading.
- The Plaza Concept Plan accommodates areas of surface parking and some on street parking. These are in small clusters to avoid impacting on the streetscape. This provides flexibility in access to buildings; it allows for and accommodates essential circulation and use by maintenance and service teams as well as delivery and drop off. In the long term, these parking areas could be reduced or reconfigured (for example to provide additional bicycle parking) as appropriate.

- Parking garages:
  - » The largest parking garage in the long term plan is connected to the hotel and conference center. This structure has been configured to be developed at the same time as an extension to the conference facilities. This would allow for a doubling of the conference facility size on the site and adding significantly to the efficiency of the parking provided. The parking structure itself would be fronted by active office or commercial (coffee shops or book shop etc.) uses.
  - » Two additional smaller parking structures are shown to the east and west sides of the Innovation Plaza providing convenient walking distance to the entire south side of the creek.
  - » A parking structure is also identified to the north of the creek. This structure could accommodate parking for all the buildings to the north of the creek. However, in order to retain overflow parking to the HEARTS Museum, surface parking has been retained along the western boundary. This serves the dual benefit of minimizing the amount of development along this western boundary and therefore preserving the setting of the HEARTS Vietnam Memorial Walk.

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Long Term Plaza Concept Plan

### Pedestrian Links

- The pedestrian spine is continued through several building courtyards providing a quarter-mile long pedestrian link through the heart of the Innovation Plaza, culminating in a gathering point overlooking the creek and the HEARTS Museum Presidential Park

### Landscape

- Landscaping of the entire Innovation Plaza is completed.
- The setback from the creek on the western side of the Innovation Plaza ranges from 795 feet to 300 feet in order to protect views to the HEARTS museum and to provide a reciprocal landscape setting to the future HEARTS President's Park.
- Average set back from IH-45 is 100 feet with landscaping along the length of the frontage road.
- Storm Water: Several factors were considered in designing the concept plan for the Innovation Plaza to mitigate the amount and speed of storm water reaching the creek. The expected flow from the developed areas to the east is between 1,000 and 1,400 cubic feet per second for the 100 year event; Large culverts will be needed for the central boulevard crossing; Channel improvements may include cascading detention ponds or natural channel design to create a more riparian environment.

### Phasing Rationale

The following provides a summary of the phasing rationale for the Plaza Concept Plan.

- Minimize initial road investment;
- Allow for bridge to form a later phase;
- Set a clear path for a Phase 2 'focal' building with student life and other support facilities; and,
- All phases of development should seek the creation of a "Campus" feel for the site.

There are many other assumed phases inherent in the Plaza Concept Plan which can be reviewed and investigated further. Typically these allow for the creation of primary street frontages initially with parking to the rear of buildings and develop the Innovation Plaza from the central boulevard outward.

### Master Plan 'Measures of Success'

The following measures relate back to the design principles and highlight where they have been successfully incorporated into the long term plaza plan.

- The Innovation Plaza is easily walkable;
- Setbacks have been provided to allow for views to the HEARTS Museum;
- Landscape buffers have been provided to the residential neighborhood to the east with no proposed development or highway in the transmission line easement;
- A central boulevard provides access through the site;
- Landmarks and branding are visible from IH-45; and,
- Building heights have been controlled to focus tallest buildings in the center of the plaza.



Analysis of Long Term Plaza Concept Plan





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PLAZA  
CHARACTER

## Part 4: Plaza Character

The previous section set out the functional arrangements of the Plaza Concept Plan in meeting the objectives and goals of the university. Equally important is the ability for the plan to create character and exemplify the aspirations of the university. In essence, the task is to create a place that both feels part of the Sam Houston State tradition but also carries its own unique sense of identity and character.

### Design Vision

Within the process of developing the Plaza Concept Plan, the design team established and agreed with the university a vision for the design and layout of the Innovation Plaza. This design vision is related to the overall vision of the plaza but relates specifically to the site design and layout. This vision is:

*“We are creating an Innovation Plaza that centers on a formal main quad and is sewn together by a complete central boulevard. An active, intensely-used, pedestrian spine traverses the plaza providing an emphasis on walkability. Buildings will provide strong definition to formal spaces and site frontages and will fully capitalize on the site’s informal parkland/natural creek open space.” (Broaddus Planning, March 2014)*

### Plaza Character Elements

This section of the master plan sets out the plaza character elements that are captured in the Plaza Concept Plan and describes how they achieve the design vision. Although not an architectural guide, the approaches to achieving plaza character can also be used as recommendations moving forward with development projects in order to achieve the university’s goals for the Innovation Plaza.

The approach to creating the intended plaza character is reliant on the following elements:

- Block;
- Street Types;
- Parking and Servicing;
- Urban Design;
- Views;
- Landscape Types;
- Plaza Features/Identity; and,
- Branding.

### Blocks

The Plaza Concept Plan adopts a collegiate style development with perimeter blocks formed around enclosed quads. The character of the Innovation Plaza changes and become more intense with activity towards the center, which is matched by a gradation in density and scale of development. The streets and buildings are part of this coordinated character, which comprises identifiable places that complement each other to create a unified overall character. These blocks are between 300’ to 400’ in length to provide a similar scale to the highly successful main campus in downtown Huntsville.

## Street Types

A street hierarchy has been identified which encourages a design-led approach to movement and control of vehicle speeds through the site through minimal lane widths and curb bulb-outs.

### Central Boulevard

The boulevard is a key organizing element of the Innovation Plaza; it not only provides the main access and circulation route through the site between the two major highways, but should be an iconic public street that is integral to the identity of the Innovation Plaza. As the central thoroughfare, important public spaces and buildings front on and lead off from this axis.

At 80'-90' suggested width, this is the most comfortable and park-like of the streets designed for this Innovation Plaza, containing two 24' traffic lanes separated by a planted median along most of its length. This boulevard is intended to be a "complete street," with room for bicycle lanes and transit/shuttle stops along its length. Sidewalks are well-shaded and separated from vehicles by a planted curb strip, with a moderate setback to the building edge allowing room for building landscaping.



Illustrative Section and Plan of the Central Boulevard



Central Boulevard



Illustrative view along Central Boulevard

### Urban Street

This street is intended to have an urban or downtown feel, with minimal or nonexistent building setbacks and active street level uses. This type of street will have a generous sidewalk area with room for café seating and benches among street trees. The hotel and conference center in particular provide a good potential location for this type of building use and convivial public realm. The roadway itself is smaller, with one 12' lane of traffic in either direction.

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Urban Street



Illustrative Section and Plan of the Urban Street

### Campus Street

Like the urban street, the Campus Street is intended to have two lanes of travel, serving as a minor circulator for the Innovation Plaza. In contrast to the urban street, this street type is intended to have deeper building setbacks from the road and more ample landscaping area between the sidewalk and the building. The landscaped curb separating the sidewalk from the roadway may be cutaway in places to allow for bicycle racks and limited on street parking in areas that may require it, though most parking will be in off-street lots (or parking garages in the long-term). The buildings in this area are intended to contain mainly academic or research uses, and thus would not be expected to have active ground-level uses like buildings along the urban street may have.



Illustrative Section and Plan of the Campus Street

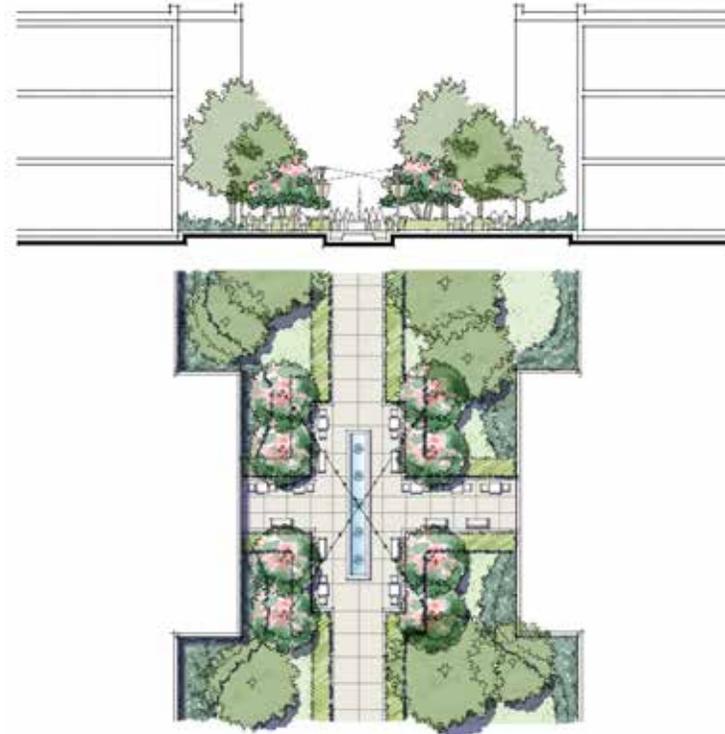


Campus Street

### Pedestrian Spine

The pedestrian spine is a main axial link bisecting the southern portion of the Innovation Plaza from southeast to northwest. It is intended to be a pedestrian only pathway that finds its way through several different types of spaces, from first floor building “pass-throughs”, to relatively narrow openings between buildings, interior courtyards, and the Central Plaza. Care should be taken in the design of the buildings along this axis such that servicing and loading entrances are thoughtfully situated to preserve a pleasant environment for walking, studying, and gathering along this route. The width of this pedestrian spine is expected to vary between 12’-20’ as it passes through these different spaces.

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Illustrative Section and Plan of the Pedestrian Spine



Pedestrian Spine



Illustrative view of the Pedestrian Spine

### Parking and Servicing

Protecting plaza character from negative intrusion by aspects such as parking and servicing areas is key consideration in developing the site layout. However, this can be greatly advanced through consideration at the master planning stage. Parking and servicing provision is included to meet the needs of the Innovation Plaza without dominating the streetscapes or “campus” feel as a whole. Servicing and delivery zones for buildings shown on the Plaza Concept Plan are located away from the street frontage and the main pedestrian spine in order to minimize their potential negative impact on plaza character.



Servicing and building entrances

### Pedestrian Network

The pedestrian network is highly important to the character of the Innovation Plaza. This focus on creating a walkable plaza is demonstrated by the significant proportion of the center of the plaza dedicated to either sidewalk or trail connections.



Servicing and building entrances

## Urban Design

Key design devices such as gateways, views/focal points, and building orientation and frontages are used to add a sense of place to the plaza and define areas within it. Key approaches to these are set out below.

### Gateways

Formal gates are shown at the entrances to the site on the Central Boulevard. These signify the entrance to the plaza and relate to the historic character of development on the main campus. Other gateway elements are used to mark the transition between the plaza core and the parkland open space to the west signifying the transition from formal lawns and quads to open space suitable for informal recreation and relaxation.

### Views & Focal Points

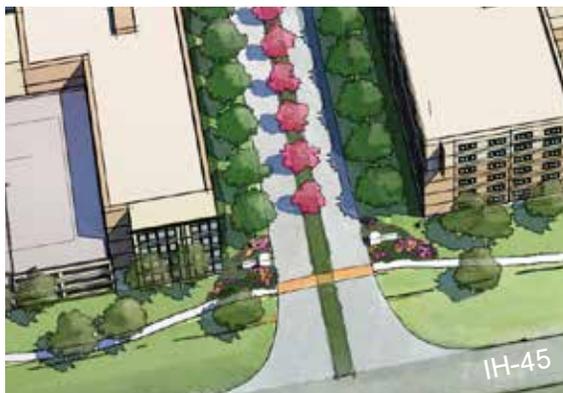
Views both within the Innovation Plaza and from the surrounding streets have been carefully considered in the Plaza Concept Plan.

Plaza Views – How streets are terminated, whether with buildings or with open space, influences the apparent character of a place. The intention of the Plaza Concept Plan was to create vibrant active core to the new Innovation Plaza but to avoid a sense that the plaza was introverted and turning its back on its surroundings. Streets are therefore allowed to open out to views of the parkland and HEARTS museum adding to the plaza’s sense of place. Some streets terminate with a deliberate continuation of the pedestrian walkway into the open space to encourage exploration beyond the grid. Within in the plaza there are also numerous short views to focal points such as the Sam Houston statue and hotel entrance, which are created through careful alignment of the street grid and pedestrian network.

Long Views – careful consideration has also been given to views of the Innovation Plaza when approaching from all directions. In particular the approach from IH-45 has informed the positioning of the hotel building site with an opportunity for signage and building design to mark the entrance to the Innovation Plaza.

Landmark Building - The Phase 2 building in the center of the Innovation Plaza marks a key opportunity to create a focus of activity. The iconic focal tower element is a statement of this, which will be visible when approaching Huntsville from the west and north. This building takes full advantage of its location adjacent to the creek providing views out as well as an area of interaction and discussion around the natural gathering point of the tower.

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Entrance gateway



Pedestrian spine gateway into parkland



Focal Tower

### Building Orientation & Frontages

Building orientation and frontages are arranged to provide overlooking of pedestrian routes and spaces. Taller focal elements are used as landmarks to assist with navigation. These taller elements also allow coordination between building entrances and the proposed pedestrian network.

Frontages to IH-45 and Highway 75 provide, in part, the front door to the Innovation Plaza. The IH-45 frontage however will be viewed by moving traffic and therefore requires less human-scale detail and more bold focal points such as the hotel and gateway into the plaza. The Highway 75 frontage will require a more detailed approach as this frontage will be viewed by slower passing traffic and pedestrians on the Highway 75 sidewalk. All other frontage within the plaza should be activated with windows and entrances where they face a pedestrian route or Campus Street this will ensure a comfortable human-scale pedestrian environments are created within the plaza. In addition, particular attention should be given to the building elevations and frontages facing on to areas of open space such as the Central Plaza, the creek & parkland, and HEARTS Presidential Park.



Frontage to Highway 75 continues within the Innovation Plaza to define spaces and streets

## Landscape Types

### Central Plaza

The Central Plaza space is intended to serve as an iconic and defining space for the Innovation Plaza. As the central public green space on plaza, it is an area where paths converge; plaza users will pass through, meet up, part company, people watch, study, eat lunch, and otherwise pass time here. While the design indicated for this space on the plan is conceptual, the landscape architect who ultimately takes on the detailed design of this space should acknowledge the paths indicated as a well-considered structure for the space as it relates to the other organizing features of the site, such as the pedestrian spine, Central boulevard, statue, and buildings that frame this green.



Central Plaza



Aerial Detail of Central Plaza

### Building Quads

The building quad is the essential archetypal space of traditional campus design. These spaces are essentially outdoor rooms defined by buildings on several sides, and often take on a more formal and ordered feel than other areas of plaza. They also tend to be more intimate spaces, typically tucked away from streets, where people feel a sense of enclosure. In an effort to build the desired “campus” feel on this site, the plan provides for a number of different sizes and types of quads dispersed throughout the Innovation Plaza, where people may relax, study, meet, or hold discussion sessions on a nice day.



Quads



Aerial Detail of Quads



Aerial Detail of Parkland



Parkland Areas

### Parkland

The parkland areas of the Innovation Plaza are intended to have an open feel, ideally landscaped with native grasses and small clusters of trees. Walking / jogging paths wind their way through these spaces, and small seating areas may provide quiet spaces to sit. These spaces may simultaneously function as recreational open space, and serve to detain, slow down, and filter storm water on its way to the creek. More recommendations on storm water management can be found in the appendix.



Aerial Detail of Riparian Growth Zone



Riparian Growth Zone

### Riparian Growth Zone

The creek bed in its current state is in need of restoration and stabilization. The site's historic use as pasture land has likely contributed to a lack of typical riparian vegetation, which should be reintroduced to serve multiple functions for the Innovation Plaza. While a more detailed engineering study should be undertaken to detail the necessary alterations to this creek bed, the conceptual plan presented here imagines a series of detention areas that could slow water flow during a rain event, and support the introduction of riparian vegetation in the creek bed that would serve both as beautifying amenity and as a bank stabilization mechanism. Footpaths will pass through and along this riparian zone, which will take on the most natural/vegetated character of the areas within the Innovation Plaza.

### Plaza Features/Identity

- The Sam Houston statue is located in a prominent position in the Central Plaza. This statue is intentionally placed within an accessible location in the pedestrian network to encourage interaction with the statue as a backdrop in photographs and meeting point for students.
- It will be important for the Innovation Plaza to generate its own identity. Although this will take time to emerge, it will be encouraged by creating memorable places such as the Central Plaza, the bridge over the creek, the landmark tower, and the outdoor pavilion.
- All materials and detailing used should be consistent with the University's character and image.



Sam Houston Statue



Creek View Pavilion

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Long Term Plaza Concept Plan Aerial Illustration





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NEXT STEPS

## Part 5: Next Steps

### Funding for CMIT/LEMIT Facility

The 83,000 gross square foot facility will need to obtain funding for design and construction. Funding for this facility will be a combination of auxiliary / unexpended funds and Texas State University System (TSUS) Bonds. The facility will be leased to CMIT/LEMIT. SHSU will operate and maintain the facility.

### Market Demand Study for Hotel and Conference Center

A market demand study will need to be completed to gauge demand for total number of rooms for the hotel and overall area for the conference center as well as number and types of meetings rooms in the conference center. The CMIT/LEMIT function will be the primary driver of demand as it can host professional education students as well as large conferences. In addition, other demand drivers include university conferences, athletic competitions (including university football games), weddings/banquets, and utilization by other community entities such as the HEARTS museum or TDCJ.

### RFP/Q for Public-Private Partnership of Hotel and Conference Center

Upon completion of the market demand study, the university will need to solicit proposals to hire a private developer to build the hotel and conference center. The development agreement will need to stipulate the role and commitment of the public instruction in the new facility, and it will need to address the university's needs for a conference center.

### Detailed Engineering Study of Concept Plan

Roadway, civil, mechanical, electrical, information technology, and stormwater infrastructure will need to be examined and calculated in greater detail. Developing engineering plans based on the Plaza Concept Plan will help assess capacity and costs of necessary infrastructure for the near-term facilities. When conducting the study, it will be important that the infrastructure plan follow the long-range roadmap outlined in this document so future plans aren't compromised by short-term decisions.

### Coordination on Roadway Infrastructure with City of Huntsville

The design, construction, and maintenance of the primary boulevard and other streets through the plaza will need to be negotiated with the city. As this plaza will be used by people from outside the university community (e.g. people visiting from out of town for a football game or wedding) visitors will be traveling on roads within the development. The future roads will need to be coordinated with the City's Comprehensive Plan and Capital Improvement Plan if city-funding is part of the implementation strategy for the roads.

### Discussion with Entergy on Three Phase Power Source along Interstate 45

Currently, there is only one-phase electricity along the Interstate 45 right-of-way. This power source is not sufficient to adequately supply power to the Phase 1 buildings. For the central plant and majority of Phase 1 development to occur on the south side of the creek near the highway, Entergy will need to install three-phase power.

### Marketing/PR Outreach

Spreading the word about this exciting moment in the university's history is an important step in generating interest and support for this plan. The university should consider issuing press release announcing the completion of the plan, and it should reach out to students, faculty, and staff via social media and on-site displays describing the plans. For example, a small exhibit in the Lowman Student Center or the dining halls could display the project for people to view while passing by. Additionally, the university should consider attending conferences to present the outcomes of the plan to colleagues across the country.

### Strategic Plan for Research

One primary long-range use for this plaza is research. While it is clearly a favorable location for criminal justice-focused research (e.g. forensics), a more strategic plan will need to be developed to identify other types of research suitable for the Innovation Plaza. At 1.4 million gross square feet for the total development, there is a lot of room for growth. Inserting a complementary mix of other types of research activity might be one way to best utilize the Innovation Plaza.

### Long-Range Transportation and Parking Network Plan

As the Innovation Plaza grows and additional uses are added that increase traffic between the plaza and main campus, a transportation and parking network plan will need to be commenced. Thinking holistically about transportation of students, staff, faculty, and visitors for both locations will be important. Is parking provision adequate? Will there need to be a shuttle bus between SHSU locations? These are the types of questions that cannot be answered by this plan. Most importantly, transportation demand management strategies will need to be utilized to reduce private automobile demand. Shuttles, car sharing, pedestrian accessibility, and bicycle infrastructure are all strategies to be considered. Parking strategies that reduce the overall need for spaces and optimize efficiency will need to be explored to limit the amount of investment required for building parking facilities.

### Creek

Potential filling and dredging in the creek (a natural stream) may require 404 Corps of Engineers Permit. Jurisdictional determination will be needed.

### Program and Develop TDCJ Facility

An architectural program will need to be developed for the TDCJ correctional training facility in the future. Further, the facility will be funded by a combination of auxiliary / unexpended funds and Texas State University System (TSUS) Bonds. The facility will be leased to TDCJ to cover debt payments. SHSU will operate the facility and TDCJ will maintain the facility.

### Monitor/Assess/Maneuver

It is important from the outset to establish monitoring to ensure that the master plan is both being implemented successfully and that it is able to respond to potentially unforeseen changes in the future. Monitor/Assess/Maneuver is a strategy of building in these metrics to measure success and respond where necessary. Providing this up front gives confidence to the students and the community that the university is committed to implementing plans with a high degree of quality and that the goals set out in this master plan will be successfully met.





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# APPENDIX

## Part 6: Appendix

### Stormwater Management

Prior to any storm water design a detailed drainage study of the site will be required to fully understand the storm water flow characteristics that affect site. It is expected that all storm water will be designed to sheet flow off the site on the perimeter areas and flow from the interior of the building complex will be directed to inlets and Low Impact Development (LID) ponds/basins and storm piping that will discharge into the new improved drainage channel/stream.

- The expected flow from the developed areas is between 1,000 and 1,400 cubic feet per second for the 100 year event;
- A revision to the floodplain maps(LOMR) will be required to remove the buildings from the regulatory floodplain;
- Potential filling and dredging in the creek (natural stream) may require 404 Corps of Engineers Permit. Jurisdictional determination will be needed; and,
- Channel improvements will include cascading detention ponds or natural channel design to create a natural channel environment.





### Rainwater Catchment and Storage

Rainwater harvesting will be part of the storm water design as required by the SECO regulations for any roof over 10,000 sf. The storm water from the roofs will be directed to underground cisterns and catchment basins that will collect the storm water for reuse as site irrigation. The site can easily be broken down into three areas.

The area to the northeast side of the site near Highway 75 can all be captured and harvested into an underground cistern located near the north side of the area under a parking lot. The southwest side of the site can be separated into two areas with the main hotel and convention roofs being harvested and piped to a cistern located at the northern end of the area and the area near the middle of the site could easily be harvested and routed to a cistern located in the center.

## Water

Domestic water will be accessed from the City of Huntsville water system along highway 75 and will be looped around the site on the northeast side of the channel.

A crossing will be required near the proposed channel crossing to allow the water distribution system to feed the south side of the site. This line will also be looped around this portion of the site to create easy access and service lines as required. Another connection to the southwest side of interstate 45 is proposed and must be coordinated with TxDOT and the City of Huntsville. This connection is proposed to cross under Interstate 45 through the existing culvert used by TDCJ for access from pasture to pasture.





### Chilled Water

Chilled water for the site will be provided from the on site Central Plant located near the southwest corner of the site along the Interstate 45 feeder road.

The line will be looped around the hotel and convention area buildings and routed across the channel to the northeast to loop around and serve that portion of the campus. Sizes will be determined in the preliminary design phase of the project by the MEP.

## Sanitary Sewer

An existing 12 inch sanitary sewer bisects the site along the northeastern side of the channel and this will be the main sanitary sewer trunk that will service the entire site.

The northeast side of the site will have two to three connections into this existing line. The southwestern side of the site will have one connection that may require the design and installation of a sanitary lift station in order to cross the existing channel and meet the existing flow line elevation of the existing trunk line. The main 12 inch lateral flows off site to the northwest and towards the sanitary treatment plant.





## Electricity

Separate three phase electrical will be brought into the site via underground electrical conduit from highway 75 and along Interstate 45. The electrical will loop around the northeast side of the site from highway 75 and service that portion of the campus.

The Interstate 45 tie in location is still to be determined by Entergy the electrical provider. At this time three phase power does not exist along Interstate 45 and this must be constructed prior to electrical connection being available along the southwest side of the site.

Data

Data communication lines will be brought into the site from a location located on the southeast side of the site and they will be routed over to the central plant location.

From the central plant the communication lines will be looped around the southwestern portion of the campus and a feeder will be routed across the channel near the crossing point to the northeast side of the campus with two legs each running north and south. This will all be underground communication duct bank.





### Potential Shuttle Bus Loop

In the long term for the Innovation Plaza, consideration should be given to the potential for a shuttle bus loop for students and staff.

This loop would provide efficiency in use of land at the Innovation Plaza by reducing the need to accommodate parking and would offer sustainable travel alternatives to students based on or near the main campus.



### Signalized Intersections

In the long term plan, a signalized intersection is recommended for the intersection between the Central Boulevard and Hwy 75. This will require the introduction of a dedicated left turn lane on Hwy 75.

All other junctions within the Innovation Plaza can be adequately controlled with stop signs.



**Broaddus Planning**

*Lead Master Planning Consultants*  
1301 S. Capital of Texas Hwy. Suite A-302  
Austin, Texas 78746  
512.329.8822

**Studio TBG**

*Landscape Planning Consultants*  
901 S Mo Pac Expy Bldg 2 Suite 350A  
Austin, Texas 78746  
512.522.9597

**Walter P. Moore**

*Utility & Infrastructure Planning Consultants*  
221 West 6th St., Suite 800  
Austin, Texas 78701  
512.330.1270



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BROADDUS  
*PLANNING*

## **TxSt: Design Development Documents for Jones Dining Hall Renovations**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

The design development documents prepared by Pfluger Architects of Austin, Texas, for the Jones Dining Hall Renovations project at Texas State University and the projected total project cost of \$18,619,805.00 be approved, with the source of funds being taxable Texas State University System Revenue Financial System Bonds and Dining Reserves.

### **Explanation**

**Campus Master Plan/Capital Improvement Plan (CIP).** This project is in the campus master plan adopted by the Board of Regents in November 2011. The Jones Dining Hall Renovations project is on The Texas State University System (TSUS) CIP.

The architectural/engineering team of Pfluger Architects was selected and contracted in March 2014 to prepare design development documents and construction documents for a Construction Manager at Risk, provide contract administration, and prepare cost estimates within the approved scope and limits of the project. Vaughn Construction Company, Inc. of San Antonio, Texas, was selected and contracted in March 2014 as the Construction Manager at Risk. Vaughn Construction has provided monthly constructability reviews, multiple construction cost estimates, and best value evaluations.

**Background Information.** Jones Dining Hall was constructed in 1964. At 50 years old, the building is deteriorating and in need of renovation. The existing building has multiple problems due to its age and layout. The building is unable to serve the current student population, and additional growth is anticipated. As new residence halls are added in the coming years, the demand on Jones Hall will continue to grow. The layout of the current building is not ideal for catering and daily dining operations, with inefficient layouts and unusable space. In addition, the age of the building has made it unattractive, and the finishes and building systems are deteriorating rapidly to the point that repairs are necessary if the building is to support Texas State University in the future. The project was added to the CIP in May 2012. Facility Programming & Consulting of San Antonio, Texas, prepared the program for a complete renovation and interior remodeling. The program was approved July 2013.

**Project Site.** The Jones Dining Hall site is located along the southern edge of the campus next to the Undergraduate Academic Center and Alkek Library. The existing dining hall is nestled along the tiered courtyard of the Undergraduate Academic Center and is connected directly with the west end of Bobcat Trail Mall. The main entry faces the Guadalupe Street entrance into campus.

**Scope of the Project.** The project calls for a complete renovation of Jones Dining Hall to make the building more functional and to improve the aesthetics of both the interior and exterior. The appropriate spaces will be provided for each dining concept, including cold storage, preparation, and serving space. The renovated building will include space for a new campus catering kitchen and related support spaces, which will be arranged and sized to better suit the needs of the University.

**Construction Manager-at-Risk.** The construction manager-at-risk for the Project is Vaughn Construction Company, Inc. of San Antonio, Texas.

**Project Justification.** Texas State University is a residential campus historically requiring freshmen and sophomore students to live on campus. Recently, a shortage of beds has caused the release of sophomores to off-campus housing. Jones Dining Hall is consistently the busiest dining location serving over 500,000 meals annually. Remodeling the facility will accommodate the needs of this growing program.

**Funding Source(s).** The funding sources will be taxable Texas State University System Revenue Financing System Bonds and Dining Reserves. Taxable bonds are required, per the TSUS Bond Counsel McCall, Parkhurst and Horton, because of the profit-sharing nature of the University's current food service contract. The annual profit-sharing from Chartwells exceeds the additional annual interest cost of taxable vs. tax-exempt bonds.

### **Design Development Documents for Jones Dining Hall Renovations**

**Design Development Submittal Documents.** The Design Development Submittal documents are available electronically at a link to be provided by e-mail.

### **Operating and Maintenance Cost**

Jones Dining Hall is a renovation project with energy efficient equipment and enhanced building insulation. The projected Operating and Maintenance Costs are estimated to decrease as compared to current costs due to the efficiencies and reduction in energy consumption to be realized as part of these renovations.

### **Environmental Impact**

Texas State University has investigated and anticipates no negative environmental impact as the result of this project. Any unknown hazardous materials uncovered will be removed and mitigated by the project work. Although we do not expect to apply for LEED certification, this project is a renovation project designed and constructed to LEED standards for renovation projects. The sustainable renovation project will contribute in reducing the campus "heat island" effect.

### **Certification**

The design documents submitted by the Architect/Engineer have been reviewed and found to be a complete and satisfactory Design Development (35 percent or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

## Total Project Budget

Construction Cost Limitation (CCL):	\$12,192,279.00
Total Estimated Construction Cost:	\$12,192,279.00
Construction Management Pre-Construction Services	\$51,211.00
Owner's Construction Contingency:	\$963,190.00
Architect / Engineer Fees:	\$1,121,900.00
Furnishings and Equipment:	\$1,935,699.00
Owner Contracted Services / Other Work:	\$518,394.00
Owner Provided Services / Miscellaneous:	\$374,457.00
Project Contingency:	\$897,347.00
Project Management Administrative Fees:	\$565,328.00
(Landscape Enhancement: NA)	
(Public Art: NA)	
Estimated Total Project Cost:	<b>\$18,619,805.00</b>

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant, Garza Program Management, and the Construction Manager at Risk, Vaughn Construction Company.

## Information Regarding Soft Costs in Total Project Budget

**Construction Cost Limitation** is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

**Construction Management Pre-Construction Services** is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

**Owner's Construction Contingency** is the budgeted amount available to the Owner to assist in any monetary issues that may arise after the project is bid. This amount represents seven and nine-tenths (7.9) percent of the Construction Cost Limitation. This project is a major renovation of an existing building that will be completely shelled out, and cost increases due to currently unknown conditions are probable.

**Architect/Engineer Fees** are the contracted amounts due the Project Architect/Engineer for its services on the Project.

**Furnishings and Equipment** represents the projected cost of furniture, fixtures, and kitchen equipment to be incorporated into the Project. Items to be a part of this project include all moveable dining furnishings, limited office furniture, and custodial and maintenance equipment.

**Owner Contracted Services / Other Work** includes building and equipment commissioning services, energy and air test and balance services, construction materials testing, graphics and

signage, interior design consultant, site survey and geotechnical services, permits and utility impact fees, and other miscellaneous costs.

**Owner Provided Services / Miscellaneous** includes communications/data design, installation of voice/data and instructional technology systems, installation of security and access control components, State Historical Commission/State Antiquities Committee/State Archeology site survey, advertisement for proposals, and other miscellaneous costs.

**Project Contingency** is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees, and other miscellaneous costs.

**Project Management Administrative Fees** is the amount projected to be charged to the Project by the Component to offset personnel and overhead costs in connection with managing the Project.

**Landscape Enhancement** is the one percent amount of the construction cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and waterscape features but is not applicable to this renovation project

**Public Art** is the one percent of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art but is not applicable to this renovation project.

## **TSUS: Additions and Revisions to Capital Improvements Program**

Upon motion of Regent \_\_\_\_\_, seconded by Regent \_\_\_\_\_, it was ordered that:

Each new project and revised project proposed to be included in the Capital Improvements Program (attached and incorporated into this motion by reference) be hereby adopted made a part of such Program.

### **Explanation**

The projects described below are proposed to be added to the CIP or amended prior to the annual update of the CIP in May 2015. Information regarding these projects is attached to this motion. The Board's approval of this motion will add the new projects to the CIP and authorize the component to begin programming and design and to expend an amount not to exceed 4% of the Total Project Cost associated with each project to bring the project through Design Development.

The projects included in this motion are as follows:

#### Lamar Institute of Technology

The preliminary project cost for two projects is being adjusted slightly to align with the LAR.

1. TA Buildings Renovation/Replacement preliminary project cost rounded from \$16,504,683 to \$16,500,000.
2. Student Services Learning Center preliminary project cost rounded from \$16,202,972 to \$16,200,000.

#### Lamar State College – Orange

One project is proposed to be amended.

1. Multipurpose Building (preliminary project cost and scope amended to align with LAR). This is a TRB-funded FY2015 project. The square footage has been reduced from 40,000 to 29,016, and the preliminary project cost has been reduced from \$17,778,000 to \$12,500,000.

#### Lamar State College – Port Arthur

Four projects on the current CIP are proposed to be amended to reflect changes in cost and/or project year.

1. Allied Health Building Addition (preliminary project cost and scope increased to align with LAR). This is an FY 2015 TRB-funded project. The square footage has been increased from 5,700 to 12,548 and the preliminary project cost has been increased accordingly from \$4,145,237 to \$9,125,000.

2. Campus Central Plant Phase I (project year changed from FY 2015 to FY 2017). This is a TRB-funded project with a preliminary project cost of \$1,500,000.
3. Campus Central Plant Phase II (project year changed from FY 2016 to FY 2017). This is a TRB-funded project with a preliminary project cost of \$7,210,000.
4. Process Technology Lab (preliminary project cost reduced to align with LAR). This is a TRB-funded FY 2015 project. The preliminary project cost has been reduced from \$12,180,000 to \$10,100,000.

### Lamar University

One project is proposed to be amended:

1. New Science and Technology Building (formerly New Science Building). The program year has been changed from 2016 to 2015, the gross square footage has been increased from 62,500 to 130,000, and the preliminary project cost has been increased from \$41,174,306 to \$80,000,000 to align with LAR.

### Sam Houston State University

One project is proposed to be added.

1. The Biology Laboratory Building is an 83,000 gross square foot general laboratory building with offices and classrooms. It is proposed to be TRB funded and initiated in FY 2016. The preliminary project cost is \$60,000,000.

### Texas State University

Currently, the STAR One Expansion project is on the CIP as a single project with a preliminary project cost of \$15,300,000. Texas State wishes to separate this into two projects, one for the finish-out of shelled space in the current facility, and one for the construction of the planned addition to the facility.

1. STAR One Building Finish-Out (new project), FY 2014, preliminary project cost \$2,122,835, funded by University reserves and Texas Economic Development Loan.
2. STAR One Expansion (amended), FY 2014, preliminary project cost \$8,065,457, funded by University reserves and Texas Economic Development Loan.

In addition, the following TRB-funded projects have been revised based on updated program information from March 2014 and June 2014 and to align with the LAR:

1. Engineering & Science Building (preliminary project cost increased from \$93,000,000 to \$107,012,293).
2. Round Rock Health Professions #1 (preliminary project cost increased from \$56,320,000 to \$67,583,621).

### CIP Project Information Form

Project Name: TA Building Renovations/Replacement

Component: Lamar Institute of Technology

Program Year: 2016

New or Amended: **Amended. Rounded from \$16,504,683 to \$16,500,000.**

On Campus Master Plan? Yes.

Project Type: Other

Gross square footage: 80,000

Site/Location: Replace existing TA buildings on campus.

Project Need: Facilities were constructed in the early fifties and sixties. Three of the buildings do not have restrooms for students and staff or space requirements needed for programs.

Preliminary Project Cost: \$16,500,000.00

Source(s) of Funding: TRB (\$12,500,000); HEAF (\$4,000,000)

Comments:

### CIP Project Information Form

Project Name: Student Service Learning Center

Component: Lamar Institute of Technology

Program Year: 2017

New or Amended: **Amended. Rounded from \$16,202,972 to \$16,200,000.**

On Campus Master Plan? Yes.

Project Type: Student Center

Gross square footage: 60,000

Site/Location: South of the Technology Building currently used for parking

Project Need: LIT does not have functional capacity to provide a comprehensive student service and learning support area for our students. All functions to be housed in this building are presently decentralized throughout the campus in unrelated spaces. These spaces do not allow staff to provide our students adequate learning support for our programs.

Preliminary Project Cost: \$16,200,000.00

Source(s) of Funding: TRB (\$12,200,000); HEAF (\$4,000,000)

Comments:

### CIP Project Information Form

Project Name: Multipurpose Building

Component: Lamar State College - Orange

Program Year: FY 2016

New or Amended: **Amended to reduce square footage from 40,000 to 29,016 and adjust project cost.**

On Campus Master Plan? Yes

Project Type: Classroom, General

Gross square footage: 29,016

Site/Location: TBD on 2<sup>nd</sup> Street. Component is in process of acquiring land to accommodate the preferred location of the facility.

Project Need: The College has a need for larger classroom/lab space to meet the instructional needs of educational programs. The College lacks flexible space to host large meetings requiring food service, lectures and student events. This building will provide space needed for a new college success program with specialized learning labs and classrooms devoted to developmental instruction. The current shortage of space restricts the College's outreach. College success and continuing education/workforce development programs are currently housed in building space that is at least two feet below base flood elevation, and which received substantial flooding during Hurricane Ike. In addition, students must cross a state highway, a significant safety issue.

Preliminary Project Cost: \$12,500,000

Source(s) of Funding: Tuition Revenue Bonds

Comments: Programming of the building was initiated in spring 2014. During programming it was decided to reduce the footprint of the building to the most critically needed space and potentially increase chances of receiving funding. The anticipated cost of the building project is approximately \$10,000,000 and at the request of the System Office \$2,500,000 was added to the project to make required modifications to the Central Plant to accommodate the new building.

### CIP Project Information Form

Project Name: Allied Health Building Addition

Component: Lamar State College – Port Arthur

Program Year: FY 2015

New or Amended: **Amended to increase scope from 5,700 to 12,548 square feet and preliminary project cost from \$4,145,237 to \$9,125,000.**

On Campus Master Plan? Yes

Project Type: General Laboratory

Gross square footage: 12,548

Site/Location: Addition will be on the east side of the existing Allied Health Building.

Project Need: This project will provide additional classroom and laboratory space. Local demand for nursing classes continues to rise and the College is operating at full capacity. The present facility, containing 8,268 square feet, was built in 1998 and is no longer adequate in size for the increase in enrollment demand for this program. The College is housing some of these classes in other buildings on campus. Due to the specialized nature of the labs, classrooms and the equipment that is necessary to facilitate the class, having classes spread out over the campus is unsatisfactory to the achievement of the best possible education.

Preliminary Project Cost: \$9,125,000

Source(s) of Funding: Tuition Revenue Bonds

Comments:

### CIP Project Information Form

Project Name: Campus Central Plant Phase I

Component: Lamar State College – Port Arthur

Program Year: FY 2017

New or Amended: **Amended to change year from 2015 to 2017.**

On Campus Master Plan? Yes

Project Type: Re-routing of utilities

Gross square footage: N/A

Site/Location: Campus-wide

Project Need: The project will improve the safety and appearance of the campus. This project is a precursor for the consolidation of our natural gas and electricity under one single meter, which will result in lowering the cost of these utilities.

Preliminary Project Cost: \$1,500,000

Source(s) of Funding: Tuition Revenue Bonds

Comments:

### CIP Project Information Form

Project Name: Campus Central Plant Phase II

Component: Lamar State College – Port Arthur

Program Year: FY 2017

New or Amended: **Amended to change year from 2016 to 2017.**

On Campus Master Plan? Yes

Project Type: Physical Plant

Gross square footage: N/A

Site/Location: 1515 Lakeshore Drive, Port Arthur, Texas

Project Need: The project will complete the cost savings measures started in Phase I. This project will add a four pipe chilled water system with new chiller and boilers to core of the campus.

Preliminary Project Cost: \$7,210,000

Source(s) of Funding: Tuition Revenue Bonds

Comments: Preliminary project cost is based on Component estimates.

### CIP Project Information Form

Project Name: Process Technology Lab

Component: Lamar State College – Port Arthur

Program Year: FY 2015

New or Amended: **Amended to reduce preliminary project cost to align with LAR.**

On Campus Master Plan? No. The need for this project arose after the completion of our Campus Master Plan. The project is necessary due to a change in local dynamics in the Petrochemical and Liquid Gas Industry.

Project Type: Laboratory, General

Gross square footage: 16,208

Site/Location: 1547 Procter, Port Arthur, Texas

Project Need: Oil refining, chemical processing, and traditional manufacturing drive the Southeast economy. The College offers programs in chemical process technology and electronic instrumentation technology to support these sectors. However, the present facilities are not adequate in size to meet current enrollment demand and certainly not the anticipated demand as the current workforce reaches retirement age and new workers must be trained. They restrict the College's ability to add additional faculty and offer additional sections of these popular programs. The College does not have a facility in which to offer HVAC (critical due to the expansion of 2 local liquefied natural gas importing and exporting plants) and drafting, although the institution has these programs already approved by the THECB. Process Technology and Instrumentation Technology are taught in buildings that have been remodeled, but were not originally constructed for instructional purposes. Due to the specialized nature of the labs, classrooms, and equipment that are necessary for these programs, having classes spread out over the campus is unsatisfactory for efficient use of the equipment and faculty resources and makes oversight and supervision difficult.

Preliminary Project Cost: \$10,100,000

Source(s) of Funding: Tuition Revenue Bonds

Comments:

### CIP Project Information Form

Project Name: New Science and Technology Building

Component: Lamar University

Program Year: FY 2015

New or Amended: **Amended. The program year has been changed from 2016 to 2015; the gross square footage has been increased from 62,500 to 130,000; and the preliminary project cost has been increased from \$41,174,306 to \$80,000,000.**

On Campus Master Plan? Yes

Project Type: General Laboratory (50%); General Classroom (50%)

Gross square footage: 130,000

Site/Location: TBD

Project Need: The current Biology Building is over 46 years old and is far behind the curve for a laboratory and research facility. It is severely lacking quality laboratory space, particularly in research. Advances in science for bio-chemistry research cannot be handled in these current laboratory facilities. The animal labs were not provided with separate HVAC systems to enable professors to have mixed species in the labs therefore, limiting the animal research to one project at a time. The building lacks a large lecture hall to accommodate large classes which forces more sections and requires more faculty to handle the load.

Preliminary Project Cost: \$80,000,000

Source(s) of Funding: Tuition Revenue Bonds (\$72,000,000) and HEAF (\$8,000,000)

Comments:

### CIP Project Information Form

Project Name: Biology Laboratory Building

Component: Sam Houston State University

Program Year: FY 2016

New or Amended: **New**

On Campus Master Plan? Yes

Project Type: Laboratory, General (75%), Classroom, General (10%), Office (15%)

Gross square footage: 83,000

Site/Location: SHSU Main Campus; to be located Ave J and Bowers Blvd. on land currently occupied by Parkhill and Barrett small residence halls.

Project Need: The Biology Lab classes are consistently overbooked. SHSU has advised students to enroll for Biology at other institutions due to overfilled labs. The recently implemented Nursing Program, which is operating in temporary space conditions, has increased the Biology enrollment as it is a pre-requisite for the Nursing degree. The new building will provide space for the Biology laboratory programs. Biology would benefit from this building greatly as it would keep students on campus and enhance community.

Preliminary Project Cost: \$60,000,000

Source(s) of Funding: Tuition Revenue Bonds

Comments: Preliminary project cost is based on THECB median costs with 6% escalation for inflation.

### CIP Project Information Form

Project Name: STAR One Building Finish-Out

Component: Texas State University

Program Year: FY 2014

New or Amended: **New**

On Campus Master Plan? Yes

Project Type: Laboratory, General

Gross square footage: 6,337

Site/Location: STAR Park

Project Need: The University is an emerging research institute and there is an accelerated need for additional space and research efforts. STAR Park is the university's industry collaboration and business incubation site. Prospective tenants are emerging rapidly.

Preliminary Project Cost: \$2,122,835

Source(s) of Funding: University reserves and Texas Economic Development Loan

Comments: The preliminary project cost is based on cost estimates in the Program prepared by Facility Programming and Consulting in May of 2014.

### CIP Project Information Form

Project Name: STAR One Expansion

Component: Texas State University

Program Year: FY 2014

New or Amended: **Amended to separate the building finish-out into a separate project and to revise the program year from 2015 to 2014.**

On Campus Master Plan? Yes

Project Type: General Laboratory

Gross square footage: 16,000

Site/Location: STAR Park

Project Need: The University is an emerging research institute and there is an accelerated need for additional space and research efforts. STAR Park is the university's industry collaboration and business incubation campus. Prospective tenants are emerging rapidly.

Preliminary Project Cost: \$8,065,457

Source(s) of Funding: University reserves and Texas Economic Development Loan

Comments: The preliminary project cost is based on cost estimates in the Program prepared by Facility Programming and Consulting dated May, 2014.

### CIP Project Information Form

Project Name: Engineering & Science Building

Component: Texas State University

Program Year: FY 2015

New or Amended: **Amended to increase square footage from 110,000 to 122,665, and preliminary project cost from \$93,000,000 to \$107,012,293 to align with updated programming estimate and LAR.**

On Campus Master Plan? Yes

Project Type: Laboratory

Gross square footage: 122,665

Site/Location: 327 W. Wood Street

Project Need: The University's education and research missions require transmitting the excellence of the teaching and science spaces in the facility toward fostering interdisciplinary research and collaboration among various sciences and engineering programs. The Engineering & Science Building facilitates a desirable collaboration of research and teaching laboratories for life sciences, chemistry, and engineering. This project will construct a new building consisting of research and teaching laboratories, classrooms, seminar rooms and conferencing facilities to accommodate increasing enrollments in undergraduate and graduate programs in Engineering and the Sciences.

Preliminary Project Cost: \$107,012,293

Source(s) of Funding: Tuition Revenue Bonds

Comments: The preliminary project cost of \$107,012,293 is based on an updated cost estimate provided by Facilities Programming in March 2014.

### CIP Project Information Form

Project Name: Round Rock Health Professions #1

Component: Texas State University

Program Year: FY 2015

New or Amended: **Amended to increase gross square footage from 99,274 to 107,564 and to increase preliminary project cost from \$56,320,000 to \$67,583,621 to reflect updated programming estimate and to align with LAR.**

On Campus Master Plan? Yes

Project Type: Healthcare

Gross square footage: 107,564

Site/Location: 1555 University Drive, Round Rock

Project Need: This project would construct a third building at Round Rock. The project would include classrooms and offices to support additional academic programs as the campus grows. Building 3 will house four of the eight departments in the College of Health Professions: Communication Disorders (CDIS), Physical Therapy (PT), Clinical Laboratory Science (CLS), and Respiratory Care (RC). The Legislature authorized tuition revenue bonds to construct the first two permanent buildings at Round Rock.

Preliminary Project Cost: \$67,583,621

Source(s) of Funding: Tuition Revenue Bonds

Comments: The preliminary project cost of \$67,583,621 is based on an updated cost estimate provided by Facilities Programming in June 2014.

## **EXECUTIVE SUMMARY**

### **Planning and Construction Report**

#### **August 2014**

Following this Executive Summary are the following items:

1. Spreadsheet summarizing the status of TSUS capital projects as of July 11, 2014.
2. Brief summaries of project status for each TSUS project, listed by Component and current phase of project.
3. Final Reports for following projects:
  - Renovate Sam Houston Village with HVAC and Structural Repair at Sam Houston State University
  - University Camp Phase 2 at Sam Houston State University
  - North Campus Housing at Texas State University

TSUS presently has eleven projects valued at approximately \$169 million in the planning stage, a 50% increase from the previous calendar quarter. Currently, seven projects are in design valued at approximately \$151 million. Nine projects valued at approximately \$102 million are in various stages of construction but have not yet reached

substantial completion. Excluding projects that have reached substantial completion, we have approximately \$422 million in projects in planning, design or construction that are moving forward. The preceding summary excludes projects under \$1 million that are proceeding under Presidential authority.

August, 2014

### TSUS Capital Projects (funding identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Technology Training and Education Buildings	\$ 2,790,000.00	8-Close-out	June, 2012	August, 2013	
LSC-O	Nursing and Classroom Building	\$ 10,181,120.00	8-Close-out	November, 2012	August, 2013	Project close-out is expected to be complete in August, 2014.
LSC-PA	Student Housing	\$ 6,600,000.00	3-Procurement	TBD	TBD	A revised solicitation for a private developer is in process.
LU	Renovation of Setzer Center	\$ 8,200,000.00	2-Programming	TBD	August, 2021	
LU	Regional Center for Innovation and Commercialization	\$ 11,110,500.00	5-Design Development	TBD	December, 2015	Funded by a HUD grant administered through GLO.
LU	New Administration & Honors Building	\$ 25,028,340.00	5-Design Development	TBD	November, 2015	Project approval is on the August, 2014 Board agenda.
LU	New Softball Field	\$ 2,500,000.00	5-Design Development	TBD	August, 2015	Authority for project execution has been delegated to the University.
SHSU	South Dining	\$ 13,200,000.00	2-Programming	TBD	August, 2016	
SHSU	Fred Pirkle Engineering Technology Center	\$ 21,631,538.00	4-Schematic Design	TBD	August, 2016	Formerly known as the Agriculture and Technology Building
SHSU	South Residential Complex	\$ 67,400,000.00	4-Schematic Design	TBD	August, 2016	
SHSU	South District Parking & Related Infrastructure	\$ 4,323,934.00	6-Construction Documents	TBD	December, 2014	
SHSU	Woodlands Level 4 Nursing Build-out	\$ 1,000,000.00	7-Construction	TBD	December, 2014	
SHSU	Sycamore Vivarium	\$ 1,625,000.00	7-Construction	June, 2014	December, 2014	Authority for project execution has been delegated to the University.
SHSU	Student Health and Counseling Center Expansion	\$ 11,332,000.00	7-Construction	October, 2013	August, 2014	
SHSU	Sam Houston Village Renovations	\$ 5,757,672.00	8-Close-out	October, 2011	December, 2013	Final Report is included with the materials for the August 2014 Board meeting.
SHSU	University Camp Phase 2	\$ 4,804,535.00	8-Close-out	December, 2012	September, 2013	Final Report is included with the materials for the August 2014 Board meeting.
Sul Ross	Campus Access (Phase I)	\$ 1,106,600.00	2-Planning	TBD	December, 2015	
Sul Ross	Jackson Field Improvements	\$ 1,325,000.00	8-Close-out	July, 2013	November, 2013	
TxST	Baseball/Softball Team Building	\$ 8,129,557.00	2-Planning	TBD	TBD	Feasibility study was completed in February, 2014.
TxST	CoGeneration Plant Gas Turbines	\$ 45,000,000.00	2-Planning	TBD	TBD	Public-private partnership is expected delivery method for this project.
TxST	LBJ Student Center Renovation	\$ 15,010,624.00	2-Planning	TBD	TBD	Architectural Space Study was delivered in June, 2014.
TxST	Strahan Expansion and Renovations	\$ 49,440,000.00	2-Planning	TBD	TBD	Feasibility study was completed in November, 2013.
TxST	JC Mitte Renovations	\$ 6,520,000.00	2-Programming	September, 2014	TBD	Feasibility study was completed in November, 2013.
TxST	Aleke Library Renovations	\$ 8,000,000.00	3-Procurement	June, 2015	TBD	
TxST	STAR One Expansion	\$ 8,065,457.00	3-Procurement	August, 2015	June, 2016	
TxST	Jones Dining Hall Renovation	\$ 18,619,805.00	5-Design Development	December, 2014	August, 2016	Project approval is on the August, 2014 Board agenda.
TxST	Bobcat Trail Mall Redevelopment	\$ 5,488,888.00	7-Construction	June, 2014	December, 2015	
TxST	Bobcat Trail Utility Updates	\$ 6,300,000.00	7-Construction	June, 2014	December, 2015	
TxST	Cornal Building Renovation	\$ 13,850,000.00	7-Construction	May, 2013	June, 2014	Substantial completion occurred in June, 2014.
TxST	Department of Housing and Residence Life: Phase I West Campus	\$ 60,468,000.00	7-Construction	November, 2012	June, 2014	Substantial completion occurred in June, 2014. Facility will be in use in fall 2014.
TxST	Electrical Infrastructure Upgrades	\$ 11,800,000.00	7-Construction	January, 2012	June, 2016	Phase 1 was substantially complete in January 2013.
TxST	Performing Arts Center Complex	\$ 83,243,646.00	7-Construction	August, 2011	September, 2013	Post-substantial completion acoustin and warranty issues are being addressed.
TxST	Residence Life Housing, Phase II: Moore Street Housing	\$ 59,834,337.00	7-Construction	June, 2014	May, 2016	
TxST	RF Mitte Renovations	\$ 2,750,000.00	7-Construction	Various	Various	University has delegated authority to execute this multi-year, multi-phase renovation.
TxST	STAR One Finish-Out	\$ 2,125,000.00	7-Construction	July, 2014	April, 2015	Finish-out of shelled space proceeding under delegated authority to the University.
TxST	North Campus Housing	\$ 39,389,497.00	8-Close-out	October, 2010	July, 2012	Final report is included with the Board materials for this meeting.
<b>TOTAL:</b>		<b>\$ 643,951,050.00</b>				

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August, 2014

### TSUS Projects Not Currently Moving Forward (funding not yet identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Student Service Learning Center	\$ 16,200,000.00	On hold - funding	TBD	TBD	Programming complete
LIT	TA Buildings Renovation	\$ 16,500,000.00	On hold - funding	TBD	TBD	Technology Training and Education Buildings project will accomplish part of this
SHSU	Biology Laboratory Building	\$ 60,000,000.00	On hold - funding	TBD	TBD	Formerly the Health and Life Sciences Building, project scope was reduced.
SHSU	CMIT/LEM/PRC Facility & Infrastructure	\$ 43,750,000.00	On hold - funding	TBD	TBD	Master plan for the 78 acre tract is on the August, 2014 Board agenda for approval.
SHSU	Gibbs Ranch Equine Arena	\$ 10,300,000.00	On hold - funding	TBD	TBD	Programming is complete.
SHSU	Gibbs Ranch Plant Science Field Lab	\$ 4,216,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.
SHSU	I-45 Recreational Complex	\$ 10,000,000.00	On hold - funding	TBD	TBD	Reprogramming approved in August 2013.
SHSU	Lowman Student Center Expansion	\$ 34,500,000.00	On hold - funding	TBD	TBD	Programming is complete. Project cost updated in August 2014.
TxST	Alkek Library Learning Commons	\$ 2,500,000.00	On hold - funding	TBD	TBD	Feasibility Study is complete.
TxST	Alkek Library Repository	\$ 5,900,000.00	On hold - funding	TBD	TBD	Feasibility Study is complete.
TxST	Engineering and Science Building	\$ 107,012,293.00	On hold - funding	TBD	TBD	Updated program includes necessary infrastructure as additional scope.
TxST	Music Building	\$ 56,705,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.
TxST	RRHEC #3 (Health Professions 1)	\$ 67,583,621.00	On hold - funding	TBD	TBD	Project cost reflects proposed TRB request.
TxST	RRHEC #4 (Health Professions 2)	\$ 35,000,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.
<b>TOTAL:</b>		<b>\$ 470,166,914.00</b>				

## Detailed Breakdown

Project Phase	Number of Projects	Total Project Value	Percent of Total
Planning/Programming	11	\$ 169,272,238.00	26.29%
Design (pre-Board approval)	4	\$ 132,679,683.00	20.60%
Design (post-approval)	3	\$ 17,934,434.00	2.79%
Construction*	9	\$ 102,255,225.00	15.88%
Post-substantial completion**	9	\$ 221,809,470.00	34.45%
<b>TOTAL:</b>	<b>36</b>	<b>\$ 643,951,050.00</b>	<b>100%</b>

\*See chart below for detail

\*\*Includes projects in close-out

## Projects In Construction

FY	Number of Projects	Total Project Value	Percent of Total
Completion FY 2014	1	\$ 11,332,000.00	11.08%
Completion FY 2015	3	\$ 4,750,000.00	4.65%
Completion FY 2016	5	\$ 86,173,225.00	84.27%
<b>TOTAL:</b>	<b>9</b>	<b>\$ 102,255,225.00</b>	<b>100%</b>



**Lamar State College-Orange  
Summary  
(as of July 11, 2014)**

**I. Project Planning & Programming**

N/A

**II. Design/Construction/Document Phase**

N/A

**III. Construction Phase**

1) Nursing and Classroom Building

Architect/Engineer: PBK Architects

Est. Cost: \$10,181,120

Construction Manager-At-Risk: SpawGlass

Est. Completion: August 2013

Project Manager: Hill International, Inc.

A notice to proceed with the construction phase of the project was issued to the Construction Manager-At-Risk, SpawGlass, on September 12, 2012. The project includes the replacement of three cooling towers at the Central Plant to gain efficiencies and allow connectivity to the new building. The project is 100% complete. The building is fully occupied and clinical labs previously held off site, within a hospital environment for simulation classes, are now conducted in the new building's state of the art Simulation Lab. Project close-out is in process.

**IV. Completed Projects**

N/A

**Lamar State College-Port Arthur  
Summary  
(as of July 11, 2014)**

**I. Project Planning & Programming**

1) Student Housing Project

Developer: TBD

Est. Cost:	\$6,600,000
Est. Completion:	TBD

Due to a material change in the required scope of the project, the existing solicitation for a developer had to be terminated. A feasibility study is underway to confirm that existing campus space can be reconfigured for use as a dining facility for residents of this project. When such confirmation is in place, the College intends to issue a new solicitation for a developer.

**II. Design/Construction/Document Phase**  
N/A

**III. Construction Phase**  
N/A

**IV. Completed Projects**  
N/A

**Lamar University**  
**Summary**  
**(as of July 11, 2014)**

**I. Project Planning & Programming**

1) Renovation of Setzer Student Center

Programming Firm: Facility Programming & Consulting	Est. Cost:	\$8,200,000.00
	Est. Completion:	2021

This project will accomplish selective demolition and total renovations of the existing Setzer Student Center Building over three phases starting in 2015. It will include administrative support areas, general faculty and staff offices, student activities center for welcoming new or potential students and classroom, meeting areas and ballroom. The project is currently in the programming phase.

**II. Design/Construction Document Phase**

2) New Administration & Honors Building (formerly Brooks-Shivers Renovation)

Architect: Page Southerland Page	Est. Cost:	\$25,028,340
Contractor: SpawGlass Construction Corp.	Est. Completion:	November 2015
Project Manager: Hill International		

The preliminary strategy for the Brooks-Shivers Residence Hall was to demolish all three Buildings A, B and C and build a new 2-story structure along with the reprogramming of the building. All three buildings have been demolished. The New Administration & Honors Building will house the Lamar University President's Office including all administrative support personnel that are under the President, Finance and Operations areas, general faculty and staff offices, a student activities center for welcoming new or potential students, new parking and similar permit registration offices and a conference center. The Design Development documents were submitted in July 2014 and the project is on the August 2014 agenda for Board of Regents approval.

3) New Softball Field

Programming Firm: Facility Programming & Consulting	Est. Cost:	\$2,500,000
Architect: Brown Reynolds Watford Architects, Inc.	Est. Completion:	May 2015
Contractor: Allco		

Lamar University is initiating play in Women's NCAA Division 1 Softball and anticipates joining conference play in the spring of 2015. The University desires to construct a Competition Softball Complex to be completed by the first home game in March 2015. The preliminary budget for the complex is in the range of \$2.0 to \$2.5 million. The new softball complex will be located adjacent to the recently constructed competition soccer complex and will share support facilities including

parking and a support building that houses locker rooms, offices, restrooms, and concessions. The softball complex will be designed to meet NCAA Division 1 standards and will include a lighted, natural grass field, seating for 500 to 1,500 spectators, hitting/pitching practice facilities, and a storage facility. Authority to execute this project has been delegated to the President. The anticipated construction start date is August 2014.

4) Regional Center for Innovation and Commercialization

Programming/Architect: Long Architects Inc.      Est. Cost:                    \$11,110,500  
Contractor: KBR Building Group, LLC              Est. Completion: December 2015  
Project Manager: Hill International

Lamar University entered into a contract with the Texas General Land Office (administrator of federal disaster recovery grant funding provided by the U.S. Department of Housing and Urban Development in response to Hurricane Ike) to construct a Regional Center for Innovation and Commercialization on the campus of the University to be funded by a HUD grant. The Innovation and Commercialization Center will house a Technology Business incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices and necessary service areas and infrastructure. The facility is currently designed at 27,765 square feet for future tenants. The project is in the design development phase. A motion is on the agenda for the August 2014 Board of Regents Meeting to authorize the University to provide up to \$1 million in additional funding for this project if necessary.

**III. Construction Phase**

N/A

**IV. Completed Projects**

N/A

**Sam Houston State University  
Summary  
(as of July 11, 2014)**

**I. Project Planning & Programming**

1) South Dining

Programmer/Architect: Kirksey Architects	Est. Cost:	\$13,200,000
Contractor: KBR	Est. Completion:	August 2016

The proposed 32,000 square foot food service/dining facility will be located adjacent to the existing South Paw dining as an enhancement to support the south food service capacity. The existing bakery and food service offices will be moved from the Belvin basement to the new facility. The expansion will be located over an existing parking lot. Extension of utilities will be necessary to support the facility. Kirksey was selected as Architect in March 2014 for design services and programming has commenced. KBR was selected as Construction Manager-At-Risk in July 2014.

2) Biology Laboratory Building (formerly Health and Life Sciences Building)

Programmer: Facility Programming & Consulting	Est. Cost:	\$60,000,000
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This project is in programming in anticipation of a Tuition Revenue Bond request. The predecessor project, the Biology, Nursing and Allied Health Building, was not funded. The building is proposed to include biology laboratories, with instructional, research and administrative areas for Biology. The building is proposed to contain approximately 83,000 gross square feet.

3) Gibbs Ranch Equine Arena

Programmer: Facilities Programming and Consulting	Est. Cost:	\$10,300,000
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The project was previously included in the FY2014-2019 CIP as Gibbs Ranch Ag Arena. Due to the specialized need for program specific functionality the project was separated from the existing Capital Improvements Program project. Programming kick-off started in February 2014. The new facility will support the academic growth in equestrian and animal sciences, as the Department of Agricultural and Industrial Sciences continues to set enrollment records. Equine Science is one of the more rapidly growing areas and currently serves as an optional minor for students.

The population of horses and interest in equine production and training along the I-45 corridor between Dallas and Houston is the state's largest. Student interest in equine science parallels the population statistics and Sam Houston State University is situated at the hub of this interest. The current facilities do not meet the demands and objectives for academic outcomes and research agendas. Programming is complete and applicable campus approvals are in process.

4) CMIT/LEMIT/PRC Facility & Infrastructure

Programmer: Facilities Programming and Consulting Est. Cost: \$43,750,000

Correction Management Institute of Texas (CMIT) and Law Enforcement Management Institute of Texas (LEMIT) are expanding their services to the law enforcement community throughout the state and nation. These activities are located in the George J. Beto Criminal Justice Center (Beto CJC) where SHSU's Criminal Justice (CJ) academic program is housed. By relocating the non-academic programs off campus, SHSU's Criminal Justice College will be able to expand as anticipated. The Police Research Center (PRC) has been a long-term endeavor to develop a comprehensive police information management system, the Criminal Research, Information Management, and Evaluation System (CRIMES), which also be located in the new facility. Programming was approved in November 2013. The project will be located north of main campus on 78 acres which were transferred by Texas Department Criminal Justice to TSUS for the use of Sam Houston State University in the 83<sup>rd</sup> Legislative Session. This parcel is currently being master planned with this project being part of the first phase.

5) I-45 Recreational Complex

Programmer: Facilities Programming and Consulting Est. Cost: \$10,000,000

This project originally combined athletics and recreational sports into the existing Agriculture campus and Holleman field areas; however, budget estimates did not align with University projected budgets. Therefore, the programming restarted with only the recreational components included and the project is being reprogrammed in phases. Programming was approved in August 2013 and will be used to support the Capital Campaign. The project is on hold pending funding.

6) Gibbs Ranch Plant Science Field Lab

Programmer: Facilities Programming and Consulting Est. Cost: \$4,216,000

The project is envisioned as a replacement facility for the existing Horticulture operations currently at the I-45 Ag Complex, and provides opportunity for growth of departmental capabilities to better serve students. It consolidates greenhouses, shared classroom/research lab space, and a series of gardens and exterior amenities totaling 8,500 gross square feet and 7,500 square feet respectively. The architectural program was approved in April 2012 and the project is awaiting funding.

7) Lowman Student Center Expansion

Programmer: Facilities Programming and Consulting      Est. Cost: \$34,500,000

Programming began on June 22, 2012 to expand and selectively renovate the Lowman Student Center to expand the services and activities that support student life. The expansion is planned to be located on the Smith-Kirkley Hall site. The October 2012 student referendum vote was successful for this project. Programming is complete and was approved in January 2013. The project is awaiting funding.

**II. Design/Construction Document Phase**

8) Fred Pirkle Engineering Technology Center

Architect: The Lawrence Group Architects      Est. Cost:      \$25,000,000  
Contractor: The Whiting-Turner Contracting Co.      Est. Completion: August 2016

The building will house future programs for the Engineering Technology program as well as consolidate existing programs currently being taught in multiple locations. Programming is complete. An architect and a construction manager-at-risk were recently selected. Schematic Design began in mid-April 2014. 100% Schematic Design is anticipated in August.

9) South Residential Complex

Architect: SHW Group /Treanor Architects      Est. Cost:      \$67,400,000  
Contractor: Linbeck      Est. Completion: August 2016

The Project includes construction of two new 335-bed residence halls (670 beds total) of approximately 105,000 gross square foot each. Large open green space and pedestrian walkways will provide ample access in both directions. The project will include a modular chiller plant and associated infrastructure to support the residence halls and a future dining facility. The project is intended to create the south residential district of the Sam Houston campus.

10) South District Parking & Related Infrastructure

Architect: Gessner Engineering      Est. Cost:      \$4,323,934  
Contractor: TBD July 2014      Est. Completion:      December 2014

This project includes construction of approximately 400 parking spaces, concrete surface sidewalks, the 22nd Street extension between Avenue J and Avenue I, and underground storm water detention facilities. It will be located on the site of the recently purchased Richmond Apartments and adjacent parking lots. Design development documents were approved by the Chancellor pursuant to authority delegated by the Board of Regents in May 2014.



#### IV. Completed Projects

- 14) Sam Houston Village HVAC/Structural/TAS Renovations (combined projects formerly referred to as Sam Houston Village HVAC Renovations & Sprinkler Repairs and Sam Houston Village Structural Repairs & TAS Renovations)

Architect: Perspectiva Architects                      Est. Cost:                      \$5,757,672  
Engineer: Dabhi Engineers (Mechanical)              Completion:                      August 24, 2012  
Engineer: Wiss Janney Elstner (Structural)  
CM@R Contractor: SpawGlass Construction

Interior Substantial Completion was achieved on July 12, 2012, with Exterior Substantial Completion reached on August 2, 2012. The residence hall was opened on schedule for the 2012 fall semester. Project close-out is complete and a final report is included with the materials for the August 2014 Board meeting.

- 15) University Camp Phase 2 (formerly known as Bearkat Camp)

Architect: TBG Partners                                      Est. Cost:                      \$4,804,535  
Contractor: SpawGlass Construction                      Completion:                      December 6, 2013

The project was substantially complete on December 6, 2013. A final report is included with the materials for the August 2014 Board meeting.

**Sul Ross State University  
Summary  
(as of July 11, 2014)**

**I. Project Planning & Programming**

1) Campus Access (Phase I)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$1,106,600
Contractor: TBD	Est. Completion:	2015

As recommended in the 2011 Master Plan, the Campus Access Project will be completed in three phases. Phase 1 includes modifications to Loop Road to improve pedestrian traffic safety from just south of Fletcher Hall and extending to the intersection just south of the Physical Plant. This project also includes the North Quadrangle Improvements and the modification to existing signage for better identity and wayfinding by changing numbers to names, identifying the “main” entrance onto campus to create a less sterile/utilitarian appearance.

**II. Design/Construction/Document Phase**

N/A

**III. Construction Phase**

2) Jackson Field Improvements

Architect: PBK	Est. Cost:	\$1,325,000
Contractor: Imperial Construction	Est. Completion:	November 6, 2013

This project consists of a new 5,000 square foot field house with locker room, training room, equipment storage and related facilities. The project also includes re-supporting of the Field Press Box and installation of new metal siding, as well as repurposing of a student athletics weight room. Substantial completion occurred on November 6, 2013. Close-out is in process.

**IV. Completed Projects**

N/A





7) JC Mitte Renovations

Programmer: Facility Programming & Consulting Est. Cost: \$6,520,000

The JC Mitte Renovations project was added to the Capital Improvements Program in May, 2014 and includes the phased repairs, upgrades and renovations of space at JC Mitte and Sabinal as developed in a Feasibility Study prepared by Facility Programming & Consulting in November, 2013. A program is being developed by Facility Programming & Consulting based on the Feasibility Study and will be issued by the end of August, 2014. The goal is to submit the Design Development package for approval in May, 2015 and to commence construction by late September, 2015.

8) LBJ Student Center Renovation

Feasibility Study: Facility Programming & Consulting Est. Cost: \$15,010,624  
Programmer: Page Architects

The LBJ Student Center Renovation Study by Page Architects is in its final stage. Page conducted several site visits in April, 2014, interviewing students, faculty, alumni, and staff. The Architectural Space Study was distributed to the university stakeholders in June, 2014. The next steps include: determining the direction the university wishes to pursue regarding the renovation and expansion projects; formalizing an Architectural Program for each project; and preparing a Student Referendum in support of the expansion. A Request for Qualifications for Architectural design services and Construction Manager-At-Risk services for the renovation project will be issued once a final scope of work and funding is in place. Further action on the Expansion project will depend upon the outcome of the referendum.

9) Music Building

Programmer: Facility Programming & Consulting Est. Cost: \$56,705,000

A new music building to address the pressing need for a music facility, classrooms and rehearsal space will be located in close proximity to the new University performance facility. The adjacent Performing Arts Center will provide a 300 seat Recital Hall and a 400 seat Theatre Center venue. The re-programmed building, cost estimate and project budget for the 109,582 gross square foot building were completed and forwarded to Texas State University System for possible funding by the legislature. The program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for the Legislative Appropriations Request document in July, 2012. The project is on hold pending funding.

10) RF Mitte Renovations

Programmer: Facility Programming & Consulting      Est. Cost:      \$2,750,000

The RF Mitte Renovations project was added to the Capital Improvements Program in May, 2014 and includes phased reconfiguration of space and renovations at RF Mitte. A Feasibility/Space Use Study was completed by Facility Programming & Consulting in June, 2014. The Feasibility/Space Use Study will be used as a guide for the phased renovations of existing offices, classrooms, storage and labs. Delegated authority was obtained from the Chancellor in June, 2014 allowing Texas State to manage and administer this multi-phase, multi-year, multi-procurement strategy renovations and reconfiguration project. Renovations and reconfiguration of some space are underway as part of a Job Order Contract delivery order in June, 2014 to ensure the spaces are ready for occupancy and use in August, 2014.

11) Round Rock Health Professions – 1

Programmer: Facility Programming & Consulting      Est. Cost:      \$67,583,621

The Round Rock Health Professions 1 building, the third academic building on the Round Rock campus, is currently programmed to provide classrooms and offices to support three of seven departments in the College of Health Professions. The Program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for \$48,820,000, which would provide full funding for the project. An updated Tuition Revenue Bond request was submitted in June, 2013 in the amount of \$56,320,000 to include collaborative efforts between Texas State University and Texas A&M Health Science Center in an effort to jointly design and utilize a Gross Anatomy Lab and other shared space in this building. A Tuition Revenue Bond request for the amount of \$67,583,621 is pending, which would provide full funding for this project. The project is on hold pending funding.

12) Round Rock Health Professions – 2

Programmer: Facility Programming & Consulting      Est. Cost:      \$35,000,000

The fourth academic building on the Round Rock Health Professions campus will include classrooms and offices to support four existing departments and additional academic programs in the College of Health Professions. This project was the subject of a \$63.5 million Tuition Revenue Bond request in the 2009 legislative session that was not funded. The building was re-programmed and a revised cost estimate was completed for possible funding by the Legislature during the 2011 session. This program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request in July, 2012. The project is on hold pending funding.



### III. Construction Phase

17) Bobcat Trail Mall Redevelopment

Architect: TBG Partners	Est. Cost:	\$5,488,888
Contractor: Flynn Construction	Est. Construction:	June 2014
	Est. Completion:	December 2015

The design development documents for the Bobcat Trail Mall Redevelopment/Enhancement project were approved in November, 2013. Construction documents were prepared by TBG Partners. The Guaranteed Maximum Price submitted by Flynn Construction was approved in April, 2014. Construction activities started in June, 2014 and are expected to be complete in three phases. Phase one encompassing the Bobcat Trail street area is anticipated to be complete in May, 2015; phase two encompassing the N. LBJ street area is anticipated to be complete in July, 2015; and phase three encompassing the Edward Gary street area is anticipated to be complete in December, 2015.

18) Bobcat Trail Utility Upgrades

Programmer: NA	Est. Cost:	\$6,300,000
Architect: TTG Goetting	Est. Construction:	June 2014
Contractor: Flynn Construction	Est. Completion:	December 2015

The Design Development documents for the Bobcat Trail Utilities Upgrade project were approved in February, 2014. Construction documents were prepared by TTG Goetting Engineers. Flynn Construction prepared the Guaranteed Maximum Price which was approved May, 2014. Construction activities of the utility portion of the project started in June, 2014 and will be completed in two phases. Phase one is anticipated to be complete in January, 2015; and phase two is anticipated to be complete in June, 2015.

19) Comal Renovation

Architect: Randall Scott Architects	Est. Cost:	\$13,850,000
Contractor: Satterfield+Pontikes	Actual Construction:	May 2013
	Actual Completion:	June 2014

The Comal Renovation project was substantially complete in June, 2014. The building was occupied in July, 2014. A contract modification to extend the completion date to May 30, 2014 is being processed.

20) Department of Housing and Residential Life: Falls Sayers Residence Hall (Phase I West Campus)

Programmer: Facility Programming & Consulting	Est. Cost:	\$60,468,000
Architect: SHW Architects	Actual Construction:	November 2012
Contractor: SpawGlass	Actual Completion:	June 2014

Construction of the 578-bed Falls Sayers Residence Hall (West Housing 1) project on the western edge of campus was substantially complete June, 2014. The James Surls sculpture was installed in July, 2014. The residence hall is ready for occupancy in August, 2014. A dedication event is scheduled for August 6, 2014.

21) Department of Housing and Residential Life: Moore Street Housing

Architect: SHW/Treanor	Est. Cost:	\$59,834,337
Contractor: SpawGlass	Construction:	June 2014
	Est. Completion:	May 2016

The Department of Housing Residential Life Moore Street Housing project is a 190,947 square foot, 598-bed facility, consisting of two residence halls and a connecting community building. The Design Development documents were approved in April, 2014. Construction documents are being finalized by SHW/Treanor. SpawGlass Construction prepared the Guaranteed Maximum Price which was approved in June, 2014. Demolition and site clearing began in June, 2014 and the construction of the residence halls will begin in early August, 2014.

22) Electrical Infrastructure Upgrades

Engineer: Bath Associates	Est. Cost:	\$11,800,000
Contractor: Hunt Construction	Est. Sub. Completion:	June 2016

Phase 2 of the Electrical Infrastructure Upgrades work is underway including replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. Power outages will be scheduled during breaks to minimize the disruption of services on campus. The overall project completion date is anticipated to be June, 2016.

23) Performing Arts Center Complex

Programmer: Pfeiffer Partners, Inc.	Cost:	\$83,243,646
Architect: Morris Architects	Actual Completion:	September 2013
Contractor: Hunt Construction		

The Performing Arts Center Recital Hall and Theatre close-out report will be submitted to the System Office by August, 2014. The LEED certification documentation has been submitted to the US Green Building Council and is pending final review. Morris Architects and their consultants are working to resolve acoustic issues in the Recital Hall and audio equipment issues in the Theatre along with other warranty and close-out issues.

#### IV. Completed Projects

24) North Campus Housing Complex

Programmer: Broaddus and Associates	Cost:	\$39,389,497
Architect: Kirksey Architects	Completion:	June 2012
Contractor: SpawGlass		

The Final Report for the North Campus Housing Complex project is included with the materials for the Board meeting in August, 2014.

**FINAL REPORT FOR**  
*Renovate Sam Houston Village with HVAC and Structural Repair*  
*Sam Houston State University*

**PROJECT DESCRIPTION:**

*Renovate Sam Houston Village with HVAC and Structural Repair, completed in accordance with the plans and specifications collectively prepared by Perspectiva of Houston, Texas, Dabhi Engineering of Katy, Texas, and WJE Associates of Austin, Texas. The project was constructed by SpawGlass Construction Corporation of Houston, TX and was substantially completed on August 2, 2012. The project cost was 24% under the approved budget of \$7,418,472.00.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 6,093,472.00	\$ 6,113,472.00	\$ -	\$ (1,340,528.00)	\$ 4,772,944.00
Contingency	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -
Architect/Engineering	\$ 600,000.00	\$ 612,176.00	\$ 5,334.00	\$ -	\$ 617,510.00
Owner Services & FMF	\$ 370,000.00	\$ 316,462.00	\$ (124,856.00)	\$ -	\$ 191,606.00
Other - feasibility study	\$ 155,000.00	\$ 176,362.00	\$ (750.00)	\$ -	\$ 175,612.00
<b>Total</b>	<b>\$ 7,418,472.00</b>	<b>\$ 7,218,472.00</b>	<b>\$ (120,272.00)</b>	<b>\$ (1,340,528.00)</b>	<b>\$ 5,757,672.00</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	CP1 Unit flooring - \$87,573.00; CP4 Paint L1 2nd Bedrms - \$11,576.00; CP18 Paint L2 & L3 2nd Bedrms - \$42,626.00 ---Total \$141,775.00	\$ -	0
2	CP2 (SC) HVAC Solder Revision - \$6522; CP3 (U) Repair Unit #108 Damage - \$1407; CP5 (u) Install furout per RFI#27 - \$920.; CP6 (o) Ph 2 Electrical feeder panel chages - \$7792; CP9 (U) Additional Waterproofing along North wall - \$12274 Total \$28,915.00	\$ -	0
3	CP10 (U) Build out North Wall footing - \$1488; CP11 - (u) New anchor zone plates for CMU walls - \$259; CP12 (U) Repair north wall where steel is exposed - \$2328; CP13 (U) Provide addtn'l concrete repairs at 2 columns - \$2506; CP14 (U) Temporary shoring for 2 compromised columns - \$2936; CP16 (O) Two additional concrete electrical pads - \$380 Total \$9,897.00	\$ -	0
4	CP15 (O) Provide A/C pads at 12 locations - \$7096.14; CP21 (SC) Delete liquid line solenoid valves - (\$17003.90) - CP22 (SC) Comm Tracker 23 wire and CB up sized \$210.80 - CP27 (O) RFI41 upsized 2 pole CB - \$547.75; CP28 (U) 4" conduits excavated for waterproofing - \$4490.29 Total - (\$4,658.92)	\$ -	0

5	CP17 (SC) Testing Lab Allowance - \$2697.04; CP26 (U) Drywall Assembly investigation & repair - \$20000.00; CP29 (U) 2 hour firewall repairs to UL-UL301 listing - \$38000.00; CP30 (SC) New A/C Pad Handrails - \$6562.91 -- Total \$67,259.95		
6	CP23 (U) South Wall Footing Repair - \$14,525.60; CP24 (U) East Plaza Drain Replacement - \$7,020.06; CP31 (SC) Parge Coat 3 Planters - \$4,444.03; CP32 (SC) Repair Southwest Column - \$934.89; CP33 (SC) Unit 124 & 136 Repair - \$326.44; CP34 (SC) Unit 198 & 298 Repair - \$1,352.84; CP35 (U) South East Footing Repair - \$8,288.91; CP36 (U) 2 Hour Firewall Repair - (\$1,329.45) -- Total \$35,563.32	\$ -	0
7	CP37 (SC) Paint & Patch Stairwell A&B - \$1,600.00; CP38 (SC) Repaint Exterior Concrete Walls at North & Wests Elevator - \$7,208.00; CP39 (SC) Sawcut & Rejoint (9) Columns at Parking Garage - \$4,115.05; CP44 (SC) Pole Light Pull Box - \$304.43; CP45 (AE Error) ADA Bathroom Pocket Doors - \$3,856.66; CP46 (SC) Manager & Maintenance Room A/C Tonnage Change - \$920.00 --- Total \$18,004.14	\$ -	0
8	CP40 (U) Repair Exterior Wood Columns at East Plaza Entry - \$905.00; CP59 (SC) Additional Sidewalk Demo Adjacent to ADA Parking - \$205.51; CP67 (SC) Parge Coat & Paint North Wall where ramp was removed - \$1,500.00; CP72 (U) Reconciliation of CP#26 - (\$9,308.05) -- Total (\$6,697.54)	\$ -	0
9	Excess Project Funds contract change	\$ (1,425,000.00)	0
10	Add for work performed by subcontractor SCS without authorization of the GC and was a fair and equitable value due thru the settlement to close out Sam Houston Village Renovation - contract change	\$ 84,472.00	0
<b>Total</b>		<b>\$ (1,340,528.00)</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent: 43%

Amount: \$2,378,238

**SCHEDULE INFORMATION:**

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	6/3/2011	Partial Substantial completion of interior of 1st floor, 2nd floor, 3rd floor, 4th floor and garage with the exclusion of Exterior, Mechanical System, and Items per punch lists was 7/12/12. Partial occupancy Substantial Completion of the Sam Houston Village Exterior was 8/2/12.
Original Duration (days)	437	
Change Order Adjustments (days)	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	8/14/2012	
Actual Completion Date	8/2/2012	
Difference Between Contract	12	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

Due to replacement of the HVAC systems and repairs to various structural components at Sam Houston Village per the engineered drawings and specification by Dabhi Engineering and WJE Associates, Inc. the cost to operate and maintain the building has been reduced considerably both in labor and materials, making for a safer and more comfortable place to house the University's students.

**ARCHITECT/ENGINEER EVALUATION:**

Dabhi Engineering of Katy, Texas (HVAC); along with Wiss, Janney, Elstner Associates, Inc. of Austin, Texas (Structural); performed this work in a professional manner and completed the project to the satisfaction of the University. Perspectiva of Houston, Texas design services of the (TAS) scope performance was to the satisfaction of the University; however, the company was dissolved prior to the completion of construction.

**CONTRACTOR EVALUATION**

SpawGlass Construction Corp. of Houston, Texas performed this work in a professional manner and completed the project to the satisfaction of the University.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

TDLR Inspection performed and affirmed 'No Violations' EABPRJB3803118 on 03/27/13. Engineered Air Balance Co., Inc. inspection approved per TAB report dated 6/13/12.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*

**FINAL REPORT FOR**  
*University Camp Phase 2*  
*Sam Houston State University*

**PROJECT DESCRIPTION:**

The work in this project included ADA upgrades, a new 50x80 main meeting building, a 40x60 small meeting building, overnight dormitory style accommodations for 200, a new swimming pool and pool house, parking/paving and sewer, water and electrical infrastructure to accommodate this expansion. TBG Architects of Austin, Texas designed and SpawGlass Corporation of Houston, Texas substantially completed the project on July 9, 2013 with final acceptance after completion of the pool building, swimming pool and fence on December 6, 2013. Final cost was \$66,611 under the cost approved by the Board of Regents.

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 3,947,145.00	\$ 3,947,145.00	\$ (47,332.00)	\$ 307,905.00	\$ 4,207,718.00
Contingency	\$ 240,000.00	\$ 240,000.00	\$ (240,000.00)	\$ -	\$ -
Architect/Engineering	\$ 300,000.00	\$ 255,000.00			\$ 255,000.00
Owner Services	\$ 240,000.00	\$ 236,340.85			\$ 236,340.85
Other FF&E	\$ 144,000.00	\$ 105,475.75		\$ -	\$ 105,475.75
<b>Total</b>	<b>\$ 4,871,145.00</b>	<b>\$ 4,783,961.60</b>	<b>\$ (287,332.00)</b>	<b>\$ 307,905.00</b>	<b>\$ 4,804,534.60</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	PC24 Fireplace attachment detail, PC26 Tracer Wire, PC29 Termite Treatment, PC31 Concrete flatwork, PC32 Vinyl windows in cabin restrooms, PC33 Aerobic system changes per TRA, PC34 Increased wood base, PC35 Mechanical Platforms, PC36 Walls at cabin restrooms, PC37 Water line credit at pool and meeting building, PC38 Delete Trails per ASI#6, PC39 Delete Bridge, PC41 Elete Additional trails at cabins and pool areas, PC42 Weather Delay 9 days, PC45 Concrete credit drilled piers, PC23 Weather delay - 18 days Total Change of Buyout Contingency \$22,739.30; Total change for CM Contingency \$3,770	\$ -	27
2	CP01 Consisting of Primary Service changes; Addition of 3" conduit & communication boxes for fiber; Fire	\$ -	10

	Alarm changes; Changes to HW circuits and added Circuits for Recirculating pumps; CP47 Request for delay days - 10 Total CM Contingency \$52,922.00		
3	CP43 Raised transformers, CP46 Waterproofing details, CP61 Rough and final cleaning, CP64 Waterproofing consultant - WLP, CP67 Add Aerobic Septic System to Plumber's contract, CP57 Trinity River Authority Sanitary cleanout requirements, CP28 Additional clearing for Septic System per Trinity River Authority requirements, CP44 Change sewer line from pool 6" to 4", CP50 Projection area WLP - Electrical, CP52 Exterior Site Painting Credit, CP53 Trinity River Authority Plan Changes WLP - Credit, CP54 Temporary Water to jobsite Office WLP credit, CP55 Building Signage WLP credit, CP56 Engineering layout WLP credit, CP60 Deleting all paving and re-paving of roads per SHSU direction, CP63 Dumpster WLP credit, CP65 pool upgrades, CP66 temporary road maintenance WLP credit, CP68 handicap parking and striping WLP credit; Total CM contingency \$30,830.00; Total Buyout Contingency Credit \$98,918	\$ -	0
4	CP48 Contingency Usage for Pool; Total Buyout Contingency \$246,652.94	\$ -	0
5	CP48 Pool Alternate- University requested Pool Alternate to be added to the contract	\$307,905.00	58
6	Release of Contingency	\$ (47,332.00)	0
<b>Total</b>		<b>\$355,237.00</b>	<b>95</b>

**HUB PARTICIPATION:**

Percent: 25%

Amount: \$1,220,459

**SCHEDULE INFORMATION:**

<b>Project Time Line</b>		<b>Comments/Notes for Project Time Line:</b>
Construction Commencement Date	11/28/2012	
Original Duration (days)	170	
Change Order Adjustments	95	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	9/5/2013	
Actual Completion Date-Cabins&Assembly	7/9/2013	
Actual Completion Date-Pool Alternate	12/6/2013	
Difference Between Contract	-92	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

Four cabins and Assembly cabin were log cabin style with poly-iso board over roof deck with standing seam metal roof. Design was based on dog-trot style that was typical of early settlement housing in the area.

**ARCHITECT/ENGINEER EVALUATION:**

TBG Partners of Houston, Texas performed this work in a professional manner and completed the project to the satisfaction of the University.

**CONTRACTOR EVALUATION**

SpawGlass Construction Corp. of Houston, Texas performed this work and completed the project ultimately to the satisfaction of the University.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

The TDLR Inspection was performed and completed with no violations #12-0525 by Accessible design solutions.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*

**FINAL REPORT FOR**  
*North Campus Housing*  
*Texas State University*

**PROJECT DESCRIPTION:**

*The North Campus Housing project was designed around a module housing concept and provides a total of 612 beds for incoming freshmen. The community building consists of seminar rooms, study rooms, mailboxes, public restrooms, laundry rooms and a recreational area. Study areas are located on each floor of each wing to promote interaction between students. The courtyard provides a community of space for outdoor activities and connection to nature into a community green space. Total amount of square footage is 190,047. The architectural firm was Kirksey Architecture and the general contractor was SpawGlass Contractors. Substantial Completion was on June 7, 2012.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 32,656,867.00	\$ 33,054,897.00		\$ (324,528.00)	\$ 32,730,369.00
Contingency	\$ 1,699,388.00				\$ -
Architect/Engineering	\$ 2,443,512.00	\$ 2,410,485.49			\$ 2,410,485.49
Owner Services	\$ 2,194,339.00	\$ 1,055,341.44			\$ 1,055,341.44
Other	\$ 7,131,606.00	\$ 3,193,300.76			\$ 3,193,300.76
<b>Total</b>	<b>\$ 46,125,712.00</b>	<b>\$ 39,714,024.69</b>	<b>\$ -</b>	<b>\$ (324,528.00)</b>	<b>\$ 39,389,496.69</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Funds returned to Texas State University for un-used funds	\$ (324,528.00)	0
<b>Total</b>		<b>\$ (324,528.00)</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent: 24%

Amount: \$9,298,141

**SCHEDULE INFORMATION:**

<b>Project Time Line</b>		<b>Comments/Notes for Project Time Line:</b>
Construction Commencement Date	10/26/2010	
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	6/7/2012	
Actual Completion Date	6/7/2012	
Difference Between Contract	0	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

**ARCHITECT/ENGINEER EVALUATION:**

The performance of the architectural firm of Kirksey Architects and its consultants was average. The quality of their contract documents was below average. Their attention to the supervision of construction was average. They provided average professional services during project planning and construction.

**CONTRACTOR EVALUATION**

The performance of the general contractor, SpawGlass Contractors, was above average. Workmanship was good and supervision of the work was good. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division- Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this building renovation. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*



## LAMAR UNIVERSITY

President's Briefing  
for the Board of Regents  
August 2014

**RETENTION & RECRUITMENT:** Lamar completed its May 2014 mini-session and four summer sessions, and enrollments (headcount and semester credit hours) were higher than in 2013 due in large measure to growth in the online graduate M.Ed. programs. Fall registration numbers are also tracking slightly ahead of last year which is encouraging as Lamar moves through this base period. Seven new student/family orientations, two transfer/adult student orientations and one international student orientation have attracted large numbers of new students, and Lamar's annual *Week of Welcome* will help them make the transition to campus life. Because of more rigorous freshman admission standards and expanded scholarship offerings, Lamar again expects one of the finest freshman classes in the institution's history.

The university has moved aggressively into the student prospect market located in the region south of Houston, a rapidly growing area with demographics and an economy similar Lamar's metropolitan statistical area. Embedded admissions representatives, targeted scholarships and strategic marketing initiatives have been deployed in this effort. The thrust of this major recruiting effort is to identify and recruit undergraduate engineering and other STEM students. International student applications and enrollments are also climbing due, in large part, to the work of Lamar's international and graduate recruiters.

LMAR 1101 (University Success Seminar), *I Will* admission, strategic enrollment management, the University Undergraduate Advisement Center, new online programs, and the shift of Student Affairs to a Student Engagement division are aggressive steps to attract, enroll, retain and graduate students. These programs will be showcased at the November Board meeting.

**UNIVERSITY ADVANCEMENT:** Lamar University has established the President's Circle to encourage alumni and donors to make long-term philanthropic commitments and to recognize those individuals who choose to do so. Members of the President's Circle will make 5-year giving commitments and will be recognized in six categories beginning with the Silver level and progressing to the Spindletop level which recognizes donors of \$1 million or more. Young alumni, those within ten years of graduation, will be able to join the President's circle at an "introductory" level designed specifically for that group. Membership in the President's Circle is renewed every five years.

With the approval of the TSUS Regents, Building B of the John Gray Center has been renamed the Rudy Williams Building. The naming of the building is to recognize the contributions of Rudy Williams who, along with his late wife Jean, established testamentary gifts for the benefit of Lamar University. Williams served in multiple capacities of Gulf Consolidated Services Co. (originally known as Gulf Supply) and retired as President and CEO of that company. Rudy and Jean's daughter Susan Williams Simmons is the wife of Lamar University President Emeritus Jimmy Simmons.

The effort to migrate the Lamar University web presence to a centralized Content Management System (CMS) will be completed during 2014. Every academic area will be represented in the

new CMS before the start of the Fall 2014 semester. The CMS system will assist in the efforts to have consistent visual standards across the University and to ensure that content is both current and dynamic. The use of the CMS standards across all academic units will also ensure that all students have the most current and accurate information about the course of study, courses, and student success services.

**PROGRAM DEVELOPMENTS:** Dr. Ashwini Kucknoor, an assistant professor in the Department of Biology, has received a 2013 Norman Hackerman Advanced Research Program Award, joining faculty from Rice, Baylor, UT Austin, UT Dallas, Houston, and Texas Tech. This award was based upon her research, “Characterization of Rhomboid Proteins in *Trichomonas foetus* Pathogenesis.” The Norman Hackerman Advanced Research Program is a competitive peer-reviewed grant program created in 1987 by the 70th Texas Legislature. The purpose of the program is to encourage and provide support to faculty members and students in Texas institutions of higher education, both public and independent, to conduct basic research.

The LU Wind Ensemble has been honored with an invitation to perform before the Texas Music Educators Association’s (TMEA) 2015 Clinic and Convention next February. It is one for four university bands statewide invited to perform at the convention by TMEA, with more than 11,000 music education members the largest organization of its kind in the world. The 55-member wind ensemble is conducted by Dr. Scott Deppe, Associate Professor and Director of Bands.

April Roberts, an interdisciplinary studies major from Vidor who completed her student teaching last fall and graduated in December, has been selected as one of three Student Teachers of the Year. Ms. Roberts was nominated by LU supervisors, was videoed teaching a 30 minute lesson and personal reflection she created, and was selected by the Texas Department of Field Experiences Student Teacher of the Year Committee from a strong field of 17 applicants from throughout Texas. April will be recognized with this honor at the **Consortium of State Organizations for Texas Teacher Education (CSOTTE)** annual conference in Austin. Dr. Gayle Butaud is the director of LU’s Office of Field Experience.

Dr. John Guo, an associate professor in the Department of Chemical Engineering, has been notified that one of his recent research publications, “Strong Transparent Magnetic Nanopaper Prepared by Immobilization of Fe<sub>3</sub>O<sub>4</sub> Nanoparticles in a Nanofibrillated Cellulose Network,” has been highlighted on the *Journal of Materials Chemistry A* blog as one of its “Hot Articles,” and may be used in future promotional material for the journal.

Jason Burkett, a senior accounting major from Houston, recently received the Ben Rogers Texas Business Hall of Fame Scholarship, a \$10,000 award. Jason is working on both his Bachelor of Business and Master of Science in Accounting degrees, and is working this summer as an intern at UHY, an accounting and consulting firm based in London, with offices in over 275 major business centers in 87 countries.

Dr. Mary L. Scheer, Professor and Chair of the Department of History, received the Mary Jon and J.P. Bryan Leadership in Education Award at the March meeting of the Texas State Historical Association. Dr. Scheer was cited for her “enthusiasm for Texas and its history, leadership among her peers, and use of innovative teaching methods to generate student involvement.” According to J. P. Bryan, who endowed the award, it was based on her service to the TSHA Education

Committee, her promotion and teaching of Texas history while a Fulbright Scholar in Germany, and her founding and continued support of History Day in Texas. This award is the highest recognition in the state for excellence in Texas history education.

Donna Meeks, Professor and Chair of the Department of Art, had two of her works selected from among 1400 submitted by more than 300 artists for inclusion in the exhibition, *Bodies*, at the Art Gallery of North Seattle Community College in Seattle, WA. In addition, Professor Meeks had work selected from among 1118 images submitted by 317 artists from across the U.S. for inclusion in the *LaGrange National XXVIII Biennial Competition* at the LaGrange Art Museum and Lamar Dodd Art Center in LaGrange, GA.

A Lamar University team of mathematics majors won the Calculus Bowl competition at the 94<sup>th</sup> Annual Meeting of the Texas Session of the Mathematical Association of America. Members of the team were Mercedes Coleman, a senior from Galveston; Jason Hatton a junior from Beaumont; and Chris York, a sophomore from Beaumont. Team sponsor is Dr. P.J. Couch, a new assistant professor in the department.

Kathryn Jones (“Katie”) Baur, a December doctoral graduate from the Department of Educational Leadership, has been named the winner of the 2014 Edgar L. Morphet Dissertation Award by the National Council of Professors of Educational Administration (NCPEA) for her dissertation, “The Perceptions of Pre-Service Teachers’ Intercultural Responsiveness.” This national award will be presented to Dr. Baur at the NCPEA annual conference in California at which she will present her research. Dr. Jason Mixon, Associate Professor and Chair of the Department of Educational Leadership, served as Dr. Baur’s major professor.

#### CAPITAL IMPROVEMENTS: CAPITAL IMPROVEMENTS:

A) Brooks-Shivers Renovation: Lamar is reviewing the New Administration and Honors Building schematic design drawings for this project. B) Utilization of Indefinite Delivery/Indefinite Quantity for Mechanical Electrical Plumbing (MEP): Currently, Dabhi Engineering Associates has completed work on the MEP Building Assessments for the North Plant Chiller Upgrade Project as part of energy conservation. Decker Mechanical was awarded this project. C) Utilization of Indefinite Delivery/Indefinite Quantity for Architect/Engineer firm (A/E): Currently, VLK Architect/Engineer has developed the design and specifications for roof replacements for the Dishman Art Museum and the Student Setzer Center Building. D) Utilization of Indefinite Delivery/Indefinite Quantity for facility programming and consulting firm: Programming for the Student Setzer Center Building has begun. E) Regional Center for Innovation and Commercialization: Lamar University entered into a contract with the Texas General Land Office (administrator of federal disaster recovery grant funding provided by the U.S. Department of Housing and Urban Development in response to Hurricane Ike) to construct a Regional Center for Innovation and Commercialization on the campus of the University. The Innovation and Commercialization Center will house a Technology Business incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices and necessary service areas and infrastructure. The facility is envisioned to have between 22,000 to 24,000 gross square feet of which approximately one-half of the gross square footage is to be unfinished for future tenants. KBR is working design drawings and are at fifty-percent.

**INFORMATION TECHNOLOGY:** **Completed projects** include: Degreeworks (Degree Audit) application upgrade; Appworx job scheduler upgrade; VMWare virtual server environment upgrade; adoption of desktop standards and procurement processes; passphrase policy updates; and data disposition procedure development; Financial Aid 2015 Aid Year Packaging. No **New projects** have been chartered during the past quarter. **Current projects** include: Campus Wireless Network upgrade; SciQuest eProcurement solution; AcademicWorks Scholarship Management software; Firewall replacement; Health Center System migration; RHEL patch management; Disaster Recovery Storage Array upgrade and DR data center move; Windows XP migration; and security and system management policy development. **Upcoming projects** include: implementation of Workflow pilot; and Parking System upgrade; Active Directory upgrade; and email/collaboration solution evaluation.



# SAM HOUSTON STATE UNIVERSITY

President's Briefing for the TSUS Board of Regents  
August 2014

## RECRUITMENT AND RETENTION

**Online Programs for Veterans** – Several of Sam Houston State University's online programs performed very well in the 2014 *U.S. News & World Report's* rankings of Best Online Programs for Veterans. SHSU online programs ranked 2<sup>nd</sup> for "Best Online Graduate Computer Information Technology Programs for Veterans," 5<sup>th</sup> for "Best Online Graduate Education Programs for Veterans," 12<sup>th</sup> for "Best Online Graduate Business Programs for Veterans," and 15<sup>th</sup> for "Best Online Bachelor's Programs for Veterans." Rankings of online degree programs were based on participation in key programs that offer educational benefits to people with military service. Institutions must be certified for the GI Bill; participate in the Yellow Ribbon Program or charge in-state tuition for all out-of-state veterans; and must have been awarded a numerical rank in the overall 2014 *U.S. News* Best Online Programs rankings which were released earlier this year.

**Crystal Award** – Sam Houston State University won the Online Marketing Campaign—Business to Consumer Award at the 28th Annual Crystal Awards. The award honored SHSU for the first year of its online marketing campaign, a component of the web optimization project, a cross-divisional collaboration between SHSU Online, Enrollment Management and Academic Affairs. Web optimization refers to the procedures used to help a website rank well in search engines when searching a subject. The web optimization project was established in spring 2012, and the campaign has exceeded all performance goals, generating 924 total new student leads (115 percent of the projected lead volume), garnering 611 leads (66 percent) expressing interest in a graduate or online undergraduate program, and converting 160 of those leads (17 percent) into applications for enrollment.

**New Learning Community** – This fall, the College of Criminal Justice will open a new dorm for criminal justice majors where freshman can live and study together as part of a learning community. Freshman Learning Communities were created by the First-Year Experience Office with the mission of bringing students together based on common academic or general interests. Students in the program enroll in the same core courses to support each other socially as well as academically which helps students stay in school and gives them a foundation for their remaining college years. Response to other freshmen learning communities has been positive with students reporting that they appreciate the structure provided by the academic and social support of the living component.



# SAM HOUSTON STATE UNIVERSITY

## INSTITUTIONAL DEVELOPMENT

At the end of June 2014, the university had received \$8.2 million from 9,300 donors who have made nearly 19,000 gifts. The 2013-2014 fund-raising goal of \$8.5 million should be attained by August 31.

The Houston office of Dini Spheris completed a campaign feasibility study at the end of May. Consultants conducted interviews with 50 of the university's top supporters and held four focus group sessions in Huntsville, Conroe, and Houston. The firm assessed these individuals' attitudes about the university and their understanding of and potential support for a capital campaign. On June 5, Dini Spheris presented their report to President Gibson, Vice President for University Advancement Frank Holmes, and Associate Vice President for Development Thelma Mooney. The consultants believe SHSU can conduct a \$100 million or greater campaign. Planning and preparations are underway to move forward with a silent phase of a campaign with the intention of publicly announcing a capital campaign and its goal in approximately 12-18 months.

SHSU Alumni Association membership is approaching 11,500, including 2,400 Life Members. The association has chartered 18 alumni clubs and constituent-based organizations. So far this year, it has held more than 230 meetings and events, which have attracted attendance of more than 16,000.

## CAPITAL IMPROVEMENTS

The Student Health and Counseling Center was completed August 22, 2014. The facility sits on the North District of campus and houses both the health clinic and the mental health counseling center. Level one is dedicated to the Student Health Clinic and includes exam and procedure rooms, a laboratory, staff support space, and a pharmacy. The counseling center program and shared administrative suite occupies the second level. The mental health clinic includes a separate lobby, private therapy offices, group therapy space, relaxation room and other staff support space.

## CAMPUS SPECIFIC ITEMS

**National Board for Forensic Standards** - Sarah Kerrigan, chair of the department of forensic science at Sam Houston State University, is one of 17 academic researchers and forensic science experts selected by the Department of Commerce's National Institute of Standards and Technology and the U.S. Department of Justice to serve on the Forensic Science Standards Board. By working with several resource and scientific committees, the board will develop and approve standards for various forensic disciplines such as DNA, toxicology, medico-legal death investigation, facial identification, latent fingerprints, and firearms and tool marks. The standards will help improve the quality and consistency of forensic evidence and provide a uniform structure for forensic science disciplines.



**SUL ROSS STATE UNIVERSITY**  
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™



**President's Briefing for the Board of Regents**  
**August 2014**

**Retention and Recruitment**

As we approach the end of the fall 2014 cycle, we are seeing a healthy increase in enrollments compared to the same time in fall 2013 and fall 2012. We currently show a 24% increase in fully admitted freshmen over fall 2013 with a 97% increase over fall 2012. New Transfers are flat compared to fall 2013, but a 53% increase in admitted transfers over fall 2012. Admissions for new graduate students show an increase of 16% over fall 2013 and 83% increase over fall 2012. Similar to admissions, we are also seeing impressive gains in enrollment with a 32% increase in overall headcount for fall 2012; likewise, we are seeing a 16% increase over fall 2013. In terms of semester credit hour production, we are seeing similar increases with a 25% increase and 13% increase respectfully over fall 2012 and 2013. We have completed four Sully Orientation, Advising, and Registration days (SOAR) with two remaining. Housing is very close to capacity at this point, but we are working on alternatives for accommodating the incoming as well as the current students. The implementation of new housing software has helped us significantly in managing this overload. We are very excited about the new interest in Sul Ross State University and we are looking forward to a record number of students calling SRSU their university this fall.

**University Advancement**

The University received gifts from individuals and foundations totaling \$570,520 for this last quarter of the fiscal year 2014, and continues to focus on strengthening alumni and major donor giving, as well as increased support from corporate and private foundations. The development officer search has been put on hold until the new president arrives.

**Rio Grande College**

Sul Ross-Rio Grande College fall enrollment, while still in process, is showing an increase over the previous fall term. The new BSN program began this fall and enrollment is beginning to develop. Many students are interested in the degree but lack certain elements of the new Core requirement. As these students complete their core requirement they will transition into the BSN.

The Eagle Pass campus addition continues in the planning phase with discussions with the architect. Work is expected to begin this fall and be completed for fall 2015. The expansion will add 3 more classrooms, a conference/seminar room, and 4 faculty offices.

The expansion to the Castroville campus is also progressing. The building is scheduled for completion in early August. Furniture, electronic equipment and other equipment will be installed during the fall 2014 term. An open house is planned for the fall and classes to be offered beginning January 2015.

Rio Grande College has been very fortunate to receive three new scholarships. First State Bank Uvalde has funded one of these scholarships. They also will offer at no cost to students a financial literacy course to help students understand debt, net worth, and develop a budget and savings plan. The Avalos family of Uvalde has funded scholarships for students in Education and Nursing.

## **Capital Improvements**

Master plan initiatives scheduled for 2014 have been identified and structured as the Campus Access Phase I project. Architectural firm ARTchitecture (Indefinite Delivery Indefinite Quantity architect), has been assigned to begin design services for the projects. The campus Access I project will better join the east end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, vehicular traffic surfaces incorporating way finding and student gathering sites. Total Project is \$ 1.1M. A number of deferred maintenance projects have been recently completed including Turner Range Animal Science – chiller replacement, Briscoe Administration Building - roof replacement and the University Center - roof repairs. Other deferred maintenance projects scheduled for design include Swimming Pool repairs, Road and parking lot crack repairs and Kokernot Lodge Refurbishment.

## **Information Technology**

In the month of August, we will implement wireless capabilities and an improved television channel lineup in our residence halls through an offering from Apogee.

The Ellucian Mobile Application Platform was implemented in June. This application allows faculty, staff and students to access administrative and academic data on their mobile devices. Both iOS and Android devices are supported in the initial rollout.

A number of additional Blackboard features were licensed and are being tested for a fall implementation. These features include the Blackboard Mobile Learn component, the Content application, which includes the ePortfolio application, along with a feature that allows for better communication between Blackboard users.

SRSU is implementing Office 365 during the fall semester. This offering allows students to download and use the Microsoft productivity suite: Word, Excel, etc.

The initial setup of hardware for our Business Continuity and Disaster Recovery projects was completed in July. Over the coming months, OIT will configure the servers and begin testing to ensure data is being saved to this alternate location. An additional server is being configured to allow desktop computer backups for the campuses.

We continue to evaluate ways to more effectively engage the campus on security issues for their desktop computers.

## **Institutional Development**

The Center for Big Bend Studies continues to seek funding from a variety of sources for research and archaeological investigation of Late Paleoindian deposits at the Genevieve Lykes Duncan (GLD) site on the 02 Ranch, for development of a Rock Art Database for the region, and for the Trans-Pecos Archaeological Program (TAP) in general. The CBBS is continuing to wrap up a long-term archaeological survey project in Big Bend National Park, getting very close to having a completed draft of the final report. Another federal project—a site re-recording project for Guadalupe Mountains National Park—was completed in June 2014. The CBBS remains actively engaged in archaeological research on various private ranches, especially Pinto Canyon Ranch and the 02 Ranch. At Pinto Canyon Ranch they continue to document clustered and scattered boulders containing unusual petroglyphs (pecked, scratched, or abraded images). Three or four different themes are represented, including renderings of nineteenth century brands, apparent handiwork of Historic Indians. On the 02 Ranch they continue with a block excavation at the 11,000-year-old GLD site. Their research continues to place the site among the first in North America in regard to several technologies—the use of

rock as thermal heating elements and ground stone for grinding plant materials. An extremely intact 9,000-year-old oven at the site has now been excavated, providing never-before-reported construction data; a mostly intact 10,600-year-old oven is slated for excavation next. The CBBS continues down the path in construction of a searchable rock art database for the region, having made appreciable strides recently. A final round of editing is underway for the seventh publication in the TAP series, "Middle Archaic People of Eastern Trans-Pecos Texas: Their Life and Times." Also underway is their publication provisionally entitled "In the Rimrock's Shadow: A History of Pinto Canyon and the Southern Sierra Viejas in the Big Bend of Texas." In addition, through the CBBS's Cultural Resources Management Program, they continue to provide archaeological services for a private firm investigating oil and gas well pad locations in the Permian Basin.

Recent CBBS grants and donations received:

\$67,677 received from individuals as donations

\$15,000 received from discretionary family funds of the Brown Foundation, Inc. of Houston and the Cynthia and George Mitchell Foundation

The Rio Grande Research Center has submitted a proposal for a National Park Service Task Agreement through the Gulf Coast Gulf Coast Cooperative Ecosystem Studies Unit (GC-CESU): Ecohydrology studies along the Big Bend reach of the Rio Grande within Big Bend National Park and the Rio Grande Wild and Scenic. The project will involve data assessment of sand and gravel bars in Boquillas Canyon that have been identified by NPS for monitoring and restoration efforts. Another activity will focused on the Lower Canyons to collect physical resource information (topographic surveys, discharge measurements, water quality) associated with biological surveys. Total budget request: \$25,933.

During the past quarter RGRC developed and submitted a proposal to the Department of Education's Fund for the Improvement of Postsecondary Education (FIPSE) in collaboration with the University's Lobo Den, Academic Center for Excellence and School of Professional Studies that would dedicate resources toward increasing student success in the sciences, particularly for underrepresented, underprepared, low income and minority students which comprise a substantial percentage of Sul Ross' enrollment. Project Title: Lobo Track to Success in STEM - Project objectives are centered on developing certificates and coursework and implementing strategies that will increase attainment of STEM certificates and degrees. The submitted budget was \$ \$3,420,597

In August 2014, the Center will submit a Research Experiences for Undergraduates (REU) proposal to the National Science Foundation. Project objectives are centered on promoting participation by undergraduate students in a 5 week long structured, mentored hydrologic field science experience during the summer that from which they will emerge competent and experienced in an array of field data collection and laboratory analysis methods. The proposed budget is approximately \$150,000 per year.

Adelante Tejas Project: An outstanding example of the outcomes being realized through the Analytical Lab development activities sponsored by the Adelante Tejas project took place Thursday and Friday July 10<sup>th</sup> & 11<sup>th</sup>. During these dates the first cohort of three McNair scholars who have been using the Scanning Electron Microscope for original research presented their findings at the culmination of the Summer 2014 McNair season. SRSU Graduate students also have accessed the SEM to analyze data for theses investigating the formation of Casa Grande Lava Dome in Big Bend National Park, the Geomorphology of the Christmas Mountains and the geology in the vicinity of the Shafter Mine, near Presidio Texas.

In coming weeks, the installation of an X-Ray Diffractometer will allow students and faculty to conduct refined quantitative analysis, and finally, in the coming fiscal year the addition of an X-Ray Diffractometer will complete the Analytical Lab's list of instruments and analytical resources.

The Adelante Tejas project, authorized through the Department of Education Title III part (f), is oriented on strengthening instruction in the sciences and provides a budget through September 30, 2016 dedicated to creating the best possible instructional environment in the sciences at our small (<2,000 enrollment), predominantly undergraduate-serving institution. The Adelante Tejas project focuses on introducing students to industry-standard scientific instrumentation and research experiences in preparation to be successful in their future academic and professional careers. It is a cooperative project with San Antonio College which will yield (at least) nine articulation agreements in STEM (Science, Technology, Engineering and Math) disciplines between SAC and Sul Ross specifically, and the Alamo Colleges in general. The five Alamo colleges enroll over 62,000 students, therefore the project bears potential to beneficially impact Sul Ross enrollment through increased transfer as a result of the articulation activities.

Borderlands Research Institute within the College of Agricultural and Natural Resource Sciences, provides land managers with the most current scientific information on the management of natural resources of the Chihuahuan Desert Borderlands. Some recent activity highlights include: BRI/TPWD Landowner Plant Book: submitting a manuscript of *Woody Plants of the Trans-Pecos: A Field Guide to Common Browse Used by Wildlife*. BRI successfully co-hosted with TPWD a national pronghorn workshop in May. The event was well organized and attended with over 140 participants coming from Canada to Mexico (it was the 2<sup>nd</sup> largest of its kind). BRI is co-hosting (or actively participating in) 3 conferences/workshops this fall at SRSU in Alpine:

- Texas Section of the Society for Range Management Annual Conference – Oct 7-10, 2014 (co-host)
- Texas Section for Ecological Restoration Annual Conference – October 18-19, 2014
- Texas Agriculture Land Trust Workshop – November 7, 2014 (co-host)

#### Recent Proposals/Grants

The BRI research team has been busy submitting \$1.5M+ of research proposals in the past few months. Thus far, 5 have been funded (final contracts pending):

- NM wetland project (USFWS--\$70,000)
- NM quail project (BLM--\$60,000 for now, another \$130,000 coming)
- Feral hog project (TPWD--\$100,000)
- Mesquite herbicide project (TPWD--\$120,000)
- Mule deer-ag crop project in Panhandle (TPWD--\$420,262; BRI is a subcontractor on this project)
- Desert Quail Program (PCQC--\$45,000)

#### Recent Proposals Submitted

- Mountain Lion–Human Interactions Project (Cowden Foundation--\$10,000)
- Grassland Management Techniques Manual (USDA-CIG--\$87,504)
- Pronghorn Nutrition and Management (USDA CIG--\$117,480)
- Aoudad and Brush Encroachment (USFWS-Desert LCC--\$177,112)
- Wildlife Habitat Connectivity (BLM--\$149,225)

#### Development Update

We have also recently received word on the following development gifts:

- Hillcrest Foundation awarded \$10,000 for outreach activities
- San Antonio Livestock Expo awarded \$45,000 for 3 graduate scholarships

- Shield-Ayres Foundation awarded \$45,000 (over 3 years) for outreach activities

#### Endowments

- West Texas Chapter of Safari Club International Endowed Scholarship—WTCSOI presented a check for \$35,000 to the BRI this past spring to establish an endowed scholarship for wildlife students. WTCSOI has been a loyal partner of the BRI for many years and we anticipate this endowment growing annually.
- John B. Poindexter Endowed Fund for Desert Quail Research—Over the course of 2-3 months 70+ friends of John's helped raise over \$250,000 in John's honor.
- These 2 new endowments will be added to the \$1M endowment that Dan Allen established 2 years ago for the BRI and will be managed by the SRSU Foundation.

Dr. Bonnie Warnock, professor of Natural Resource Management, has been named the Clint Josey Endowed Chair for Sustainable Ranch Management in the College of Agricultural and Natural Resource Sciences. The department will offer a new concentration in sustainable ranch management, through a \$1.2 million endowment from the Dixon Water Foundation of Marfa and Decatur. The endowment is established through \$200,000 annual increments over a six-year period and the foundation's gift will fund the creation of both a B.S. concentration and a certificate program in sustainable ranch management, as well as a permanent endowment.

The following grant proposals have been submitted to the U.S. Department of Education:

Title V: El Camino del Lobo al Éxito (Lobo Road to Success) – to improve the academic attainment of Hispanic students and to expand and enhance the program quality overall, increase undergraduate retention rates and increase undergraduate six year graduation rates. Specific activities include developing a Comprehensive Educational Career Program and a Comprehensive Student Success Environment. Total budget request for five years: **\$2,622,942.**

PPOHA (Promoting Post-baccalaureate Opportunities for Hispanic Americans) – Expanding Graduate Horizons (SRSU - Alpine campus) – will increase the attainment of graduate degrees by Hispanic and low-income students by expanding and enhancing graduate educational offerings in high-demand fields and by strengthening existing programs, updating learning spaces and improving graduate student support services. Total budget request for five years: **\$2,874,933.**

PPOHA (Promoting Post-baccalaureate Opportunities for Hispanic Americans) – Expanding Post-Baccalaureate Access Along the rural South Texas Border (SRSU – Rio Grande College) – will increase access via expanded instructional facilities and curriculum development, improve graduate degree attainment through development of a Graduate Student Support Center and increase access and attainment through scholarships. Total budget request for five years: **\$2,874,635.**

FIPSE – First in the World – *Lobo Track to Success in STEM* - Goals of the proposed project address increasing enrollment, persistence and completion in STEM. *See Rio Grande Research Center section of report.*

#### **Campus Specific Items**

Jeffrey Keeling, graduate student in Biology, has discovered a new species of plant that is likely poisonous and may be near extinction. The study identifying the plant is published in the August 1 issue of the *Journal of Botanical Research*.

Dr. Sharon Hileman, Professor of English, Professor Carol Fairlie, Professor of Art, and Dr.

Jeanne Qvarnstrom, Assistant Professor of Education, presented their paper “engaging Students in Personal Expression” at the Whole Language Umbrella Literacies for All Summer Institute in Pasadena, California in July. The institute was sponsored by the National Council of Teachers of English. The conference theme was “Making Meaning: Teaching and Learning Together.”

Krista Powell, Director of the Vocational Nursing Program, is working collaboratively with the faculty at Midland College to offer the Bachelor of Science in Nursing (BSN) degree effective Fall, 2015.

Dr. Robert Hunter, Chair of the Department of Criminal Justice, has been named the new Director of the Law Enforcement Academy. The Spring, 2014 Academy had a 100% pass rate on the TCLEOSE certification examination.

The Theater program concluded its 92<sup>nd</sup> season of theater at Sul Ross State University with Sondheim’s *Into the Woods*.



**TEXAS STATE UNIVERSITY**  
**President's Briefing**  
**for the Board of Regents**  
**August 2014**

**PLANNING**

The first-year progress report on the 2012-2017 University Plan has been posted online. Based on this progress report, we are now developing key performance indicators for each initiative identified in the plan. These indicators will provide a means for consistently reporting progress to both internal and external constituents.

We continue our preparation for the Southern Association of Colleges and Schools Commission on Colleges Fifth-Year Interim Report. Preliminary drafts of narratives will be submitted in early fall along with policy and procedures statements and other documentation supporting the narratives. Information Technology is creating programs to readily access institutional data to support narratives. The President's Cabinet and the Council of Deans are being updated periodically on the progress.

**RETENTION AND RECRUITMENT**

As of July 28, 2014, freshman applications for fall have reached a record 24,218 -- an increase of 354 applications (+1.5 percent) over last year. Freshman acceptances are down 5.7 percent (-795). Based upon new student orientation and class registration activity, however, we project that we will enroll another freshman class of between 5,000 and 5,150 students.

A total of 7,186 transfer students have submitted applications for fall 2014. This represents a 1.5 percent decrease (-110) over 2013. Thus far, 5,141 transfers have been offered admission, which is 2.7 percent (+135) more than the previous year. Based upon attendance at new student orientation and class registrations, we estimate that the transfer class will be between 3,700 and 3,800 -- approximately the same number as last fall.

This fall we will welcome our first cohort of Pathway Program students. Partnering with Austin Community College (ACC), the Pathway Program will serve 200-250 students who will be co-enrolled at our San Marcos Campus and at the ACC Hays Campus in Kyle. Students who successfully complete their core requirements at ACC Hays will be eligible for transfer admission to Texas State.

As of July 28, 2014, we have received 179 applications from doctoral degree applicants -- a decrease of 12.7 percent (-26) over 2013. Doctoral acceptances also are down 8.4 percent (-8). We have received 3,475 applications from master's degree applicants, which represents an increase of 3.8 percent (+126) over the prior year. Acceptances for master's applicants are presently down 4.1 percent (-63).

## **CAPITAL IMPROVEMENTS**

### **Projects in the Planning and Programming Phase:**

The Alkek Library Learning Commons Feasibility Study was completed by Perry Dean Rogers Partners Architects in May 2012. The Program effort for the Alkek Learning Commons should begin in the summer/fall of 2015. The Alkek Library Repository Feasibility Study was completed by Harrison-Kornberg Architects in February 2013. The Baseball/Softball Team Building project was amended in the CIP update in May 2014, to include options developed for Athletics as part of a Feasibility Study prepared by Facility Programming & Consulting in February 2014. These projects are on hold pending funding.

ARUP Consultants is under contract to assess the viability of a private-public partnership for the construction and operation of the Cogeneration Plant Gas Turbines project. Existing infrastructure systems are being evaluated for capacity, distribution, and age. Current and forecasted requirements, risks, and costs are also being assessed for review and consideration by the university. A preliminary meeting was held with the City of San Marcos and San Marcos Electric Utility in June to review the project and commence the next phase of the assessment to determine the economic impacts of the project. The next steps include finalizing the initial assessment and scheduling follow-on meetings with the City of San Marcos, CenterPoint Energy, and LCRA in August.

A Tuition Revenue Bond request for the Engineering and Science Building in the amount of \$107,012,293 that would provide full funding for this project is pending. A Tuition Revenue Bond request for Health Professions #1 on the Round Rock Campus, with modified programming to reflect a total of 107,564 square feet (shelled space option in the Gross Anatomy Lab), in the amount of \$67,583,621 that would provide full funding for this project is pending.

The Joanne Cole Mitte Renovations project, added to the CIP in May 2014, includes the phased repairs, upgrades, and renovations of space at Joann Cole Mitte and Sabinal as developed in a Feasibility Study prepared by Facility Programming & Consulting in November 2013. Facility Programming & Consulting is developing a program based on the Feasibility Study to be issued by the end of August 2014. The goal is to submit the Design Development (DD) package for approval in May 2015 and to begin construction by late September 2015.

The LBJ Student Center Renovation Study is in its final stage as prepared by Page Architects. Page conducted several site visits in April 2014, interviewing students, faculty, alumni, and staff. The Architectural Space Study was distributed to the university stakeholders in June 2014. The next steps include: determining the direction the university wishes to pursue regarding the renovation and expansion projects; formalizing an Architectural Program for each project; and preparing a Student Fee Referendum, if necessary, in support of the expansion. We will issue a Request for Qualifications (RFQ) for architectural design services and Construction Management at Risk (CM@R) services for the renovations project once a final scope of work and funding is identified. Further action on the Expansion project will depend upon the outcome of the referendum.

The Strahan Expansion and Renovations project was amended as part of the CIP update in May 2014 following the feasibility study prepared by Moody Nolan in November 2013. A Program will be developed in 2015 based on the Feasibility Study options.

**Projects in the Design Phase:**

The Alkek Library Renovations project was added to the CIP in May 2014 and includes phased repairs and upgrades of mechanical, electrical, and plumbing systems, and other infrastructure components to be accomplished with HEAF funds. The Project Execution Plan was submitted to the System office in July 2014. The Architect/Engineer (AE) and CM@R RFQs were released in July 2014 with selection anticipated in August. The goal is to submit the DD package for approval in February 2015 and to begin construction by summer 2015.

The schematic design documents for the Jones Dining Hall Replacement and Renovation project were approved in April 2014. Pfluger Architects of Austin prepared the DD documents and Vaughn Construction of San Antonio is providing pre-construction services. The DD documents are planned for Board of Regents' (Board) approval in August 2014. Construction is expected to begin in December 2014.

The STAR One Expansion project program document for construction of a 16,000 square foot expansion was issued and updated in May 2014. The project will be constructed via a CM@R delivery method. The RFQ responses to the AE and the CM@R solicitations were delivered in July 2014. The AE and CM@R contracts will be finalized in August 2014. Design will begin in early September 2014 with a target of obtaining DD approval at the February 2015 Board meeting. Construction activities are anticipated to begin by August 2015, and Substantial Completion is anticipated to be in summer 2016.

**Projects in the Construction Phase:**

DD documents for the Bobcat Trail Redevelopment/Enhancement project were approved in November 2013. Construction documents were prepared by TBG Partners. The Guaranteed Maximum Price (GMP) submitted by Flynn Construction was approved in April 2014. Construction activities started in June 2014 and are expected to be complete in three phases. Phase one encompassing the Bobcat Trail street area is anticipated to be

complete in May 2015; Phase two encompassing the N. LBJ street area is anticipated to be complete in July 2015; and, Phase three encompassing the Edward Gary Street area is anticipated to be complete in December 2015.

The DD documents for the Bobcat Trail Utilities Upgrade project were approved in February 2014. Construction documents were prepared by TTG-Goetting Engineers. Flynn Construction prepared the GMP which was approved May 2014. Construction activities of the utility portion of the project started in June 2014, and will be completed in two phases. Phase one is anticipated to be complete in January 2015, and Phase two is anticipated to be complete in June 2015.

The Comal Renovation project was substantially complete in June 2014. The building was occupied in July 2014. A contract modification to extend the completion date to May 30, 2014, is being processed. A re-dedication event is scheduled for October 1, 2014.

Construction of the 578-bed Falls Sayers Residence Hall was substantially complete June 2014. The James Surls sculpture was installed in July 2014. The residence hall is ready for occupancy in August 2014, with a dedication event held on August 6, 2014.

The Moore Street Housing project is a 190,947 square foot, 598-bed facility, consisting of two residence halls and a connecting community building. DD documents were approved in April 2014. Construction documents are being finalized by SHW/Treanor. SpawGlass Construction prepared the GMP which was approved in June 2014. Demolition and site clearing began in June 2014, and the construction of the residence halls will begin in August 2014.

Phase 2 of the Electrical Infrastructure Upgrades work is underway including replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. Power outages will be scheduled during breaks to minimize the disruption of services on campus. The overall project completion date is anticipated to be June 2016.

The Performing Arts Center Recital Hall and Theatre close-out report will be submitted to the System office by August 2014. LEED certification documentation has been submitted to the U. S. Green Building Council and is pending final review. Morris Architects and their consultants are working to resolve acoustic issues in the Recital Hall and audio equipment issues in the Theatre along with other warranty and close-out issues.

The Roy F. Mitte Renovations project was added to the CIP in May 2014, and includes phased reconfiguration of space and renovations at Roy F. Mitte. A Feasibility/Space Use Study was completed by Facility Programming and Consulting in June 2014. The Feasibility/Space Use Study is to be used as a guide for the phased renovations of

existing offices, classrooms, storage, and labs. The renovation and space reconfigurations will be accomplished as 18 separate projects utilizing a mix of indefinite delivery indefinite quantity contracts, job order contracts, and cooperative agreements to ensure the affected spaces are ready for occupancy and use with minimal disruption and impact to adjacent, occupied spaces. Since the total project cost is less than \$4 million, delegated authority was obtained from the Chancellor in June 2014, allowing Texas State to manage and administer this multi-phase, multi-year, multi-procurement strategy renovations and reconfiguration project. Renovations and reconfiguration of some space began as part of a job order contract delivery order in June 2014 to ensure the spaces are ready for occupancy and use in August 2014. The rest of the work will begin this fall with completion anticipated in late 2015.

The Program document for the STAR One laboratory finish-out of the remaining 6,700 gsf shell space was finalized in May 2014. Since the total project cost is less than \$4 million, delegated authority was obtained from the Chancellor in July 2014 allowing Texas State to manage and administer this project. SpawGlass is expected to commence construction of the finish-out spaces in July 2014 with occupancy in spring 2015.

**Completed Projects:**

The Final Report for the North Campus Housing Complex project will be submitted for review and presentation during the Board meeting in August 2014.

**INSTITUTIONAL DEVELOPMENT**

With the conclusion of the successful Pride in Action campaign, we are shifting our goals to better position the University for our next fundraising effort. Next year's main focus will be to strengthen our Annual and Planned Giving programs. We will use these programs to help identify new major gift prospects. The Planned Giving program will also help us to begin building a pool of future major gifts. One additional group that is helping us identify new major gift prospects is our Bobcat Club that supports athletic scholarships. This year, for the first time ever, the Bobcat Club surpassed \$1,000,000 in funds raised. Many of these donors are new and will become major gift prospects.

The success of the Pride in Action campaign continues to benefit the university. Since its conclusion at the end of February, we have received several new six figure gifts and one gift-in-kind valued in excess of \$1,000,000.

Research and training grants over \$100,000 received since the last report were awards to the following principal investigators:

Recipient/Unit	Funding Source	Project Title	Purpose	Amount
Mr. William D. Montague and Dr. John P. Blair, School of Criminal Justice	Institute for Intergovernmental Research	Preventing Violence Against Law Enforcement and Ensuring Officer Resilience	Provide training to ensure a fully functioning, integrated response to an active shooter among all emergency responder functions (police, fire, and EMS) including incident command modules and the checklist woven into existing trainings to ensure participants add this approach to the other vital tactical skills already being taught in current ALERRT courses. The ALERRT/C3 Pathways training model involves computer simulation technologies that incorporate the role/responsibilities of first responders to active shooter events as well as coordinated (simultaneous) attacks.	\$7,000,000
Dr. Nancy F. Chavkin, Center for Children & Families	Texas Department of Family and Protective Services (DFPS)	Title IV-E Year 21	Expand the contractual relationship between the Texas DFPS and the Center for Children and Families to enhance the skills of current and prospective child protective services workers through undergraduate and graduate education in social work and provide opportunities for ongoing staff training.	\$609,881
Dr. Michael R. Forstner, Department of Biology	Magellan Pipeline and Bridge Tex	Mitigation for Potential Impacts to the Endangered Houston Toad (Bufo Houstonensis)	Support research-guided recovery of the endangered Houston toad by providing data that guide population supplementation and other stewardship options, while seeking the applied and theoretical research data required to better guide recovery.	\$518,500
Dr. Alexander Vladimir Kornienko, Department of Chemistry and Biochemistry	National Institutes of Health	Mode of Action of the Amaryllidaceae Alkaloid Lycorine-Promising Anticancer Agent	Provide new therapeutic agents for the treatment of many types of cancer (glioma, melanoma, and NSCLC, among others) that are resistant to proapoptotic stimuli and often associated with dismal prognoses with new types of drugs that display antiproliferative effects against such apoptosis-resistant cancers and/or inhibit their metastatic spread.	\$475,519

Drs. Michael R. Forstner, David Rodriguez and Shawn F. McCracken, Department of Biology	Benchmark Ecological Service, Inc.	Stewardship and avoidance of the Houston Toad During Oil and Gas Exploration – Robertson County	Enable the detection, documentation, and monitoring of Houston toads within areas of habitat modification and situations where impacts to the species are possible during the construction operations for the Christopher Unit in Robertson County.	\$440,390
Dr. Todd W. Hudnall, Department of Chemistry and Biochemistry	National Science Foundation	Stabilizing Unusual Main Group Allotropes, Alloys and Radicals Using Carbonly-Decorated Carbenes	Determine if electrophilic carbonyl-decorated carbenes (CDCs) are capable of supporting low-oxidation state main group compounds by investigating two classes of low-oxidation state derivatives supported by CDCs.	\$345,000
Dr. Sylvia L. Crixell, School of Family and Consumer Sciences	Texas Department of State Health Services	Investigating the Use of Mobile Technology for Nutrition and Breastfeeding Education and Support in the Texas Supplemental Nutrition Program for Women, Infants and Children (WIC)	Conduct a continuous project across the state to collect impressions and generate key themes about using mobile technology, including apps and texting to enhance their WIC participation.	\$250,000
Dr. Andrew Sansom, The Meadows Center for Water and the Environment	Hoblitzelle Foundation	The Meadows Center for Water and the Environment Master Plan and Feasibility Study	Create and support a physical center for education about water and training of educators at the site of the former Aquarena Springs Resort.	\$200,000

Dr. Omar S. Lopez, Department of Occupational, Workforce and Leadership Studies	Austin Independent School District	Caminos: Pathways to Success	Strengthen the academic success of ninth-grade students at risk due to having failed a core course or a State of Texas STAAR exam in Algebra I or English I, preparing these students to earn course credit, and to re-test and pass their STAAR exams by mid-summer.	\$178,294
Dr. Todd Michael Ahlman, Department of Anthropology	City of San Marcos	Off Site Data Recovery at Spring Lake	Complete an off-site data recovery investigation at Spring Lake including excavation, analysis, and dissemination of archaeological sediment, targeting the Calf Creek component that has been documented at this site.	\$116,501

## **INFORMATION TECHNOLOGY**

High Performance Computing (HPC), a service of Research Computing, continues to support our research community. Principle Investigators (PIs) representing Computer Science, Biology, Chemistry, Mathematics, Physics, Engineering, Geography, and The Meadows Center for Water and the Environment have explored molecular modeling, genome analysis, numerical modeling, materials science, electronic structure theory, atmospheric mapping, energy usage evaluations, hydraulics, business statistics, and bioinformatics.

Professor Thomas Hardy of The Meadows Center for Water and the Environment uses HPC services to analyze fish habitat and geomorphic channel adjustments as related to proposed river restoration alternatives. He is working with Dr. Nolan Raphael of the Texas Water Development Board in conjunction with the U. S. Army Corps of Engineers investigating an area called Adaptive Hydraulics. Dr. Nolan has run a variety of tests on the STAR cluster. This effort represents a collaboration across local, state, and national hierarchies.

Dr. Young Ju Lee, Professor of Mathematics, derives experimental results for structures in graph theory called Leech trees. Composed of modeling and simulation of non-Newtonian computations, his research focuses on modeling the generation and destruction of gelation or the shear induced structures often associated with the instability in wormlike micellar fluids. His model systems are nonlinearly coupled; therefore, fast iterative methods are incorporated. This requires scalable and fast parallel computing techniques, and the Star cluster plays an important role in the success of his ongoing research.

The Texas State HPC program has emerged as a collaboratively funded and supported endeavor involving campus Information Technology, Research Services, the Office of Academic Affairs, and over a dozen PIs who opportunistically provide direct support to the HPC via grant funding for their research projects.

## **CAMPUS SPECIFIC ITEMS**

SioTeX, a company formed by an interdisciplinary team of our graduate students, won the \$10,000 grand prize at the 2014 American Chemical Society Green Chemistry Institute Business Plan Competition, a competition focused on sustainability-oriented entrepreneurship. Teams were evaluated on their business plans, presentations, and social media activities. SioTex produces and distributes an environmentally friendly product manufactured from rice hulls called Eco-Sil™ that can be used in the production of paints, plastics, and tires. Formed in December 2013, SioTeX advances a technology developed by team member Haoran Chen, who recently became the first Ph.D. graduate in our Materials Science, Engineering and Commercialization program. In April, the SioTeX team won the \$125,000 Texas Halo Fund Investment Prize during the 14th Annual Rice University Business Plan Competition after finishing fourth overall in what is arguably the largest and most competitive business plan competition in the world.

The Peace Corps has named Texas State one of the nation's top volunteer-producing Hispanic-Serving Institutions for 2014. This year, we ranked seventh with 12 alumni currently serving in the Peace Corps. Since the Peace Corps was established in 1961, 222 Texas State alumni have traveled abroad as Peace Corps volunteers.

Deep water archaeological dives sponsored in part by The Meadows Center for Water and the Environment have uncovered a key artifact that may shed more light on three mysterious shipwrecks off the Texas coast. During a three-day Gulf of Mexico expedition using undersea robots, satellites, and high-speed internet to send live video from the seafloor to audiences ashore, the team of marine archaeologists discovered a ship's chronometer.

Our American Marketing Association chapter swept the International Chapter of the Year competition (based on a chapter plan and annual report judged on professional development, communications, fundraising, and community service) and the Case Competition awards at the 36th annual International Collegiate Conference in New Orleans.

The Forensic Anthropology Center has acquired an X5000 Computed Tomography System through a National Science Foundation Major Research Instrument Grant. The National Science Foundation grant covered 70 percent of the micro-CT system's \$1 million cost, with Texas State contributing the remainder. The grant is also funding a full-time micro-CT operator and two graduate research assistant positions. Micro-computed tomography is state-of-the-art, high resolution imaging technology that is increasingly employed in the study of bones, fossils, and archaeological artifacts.

Texas State University's College of Science and Engineering has acquired state-of-the-art equipment valued at approximately \$1 million that is used in the production of advanced electronic components such as wireless transmitters/receivers and LEDs. The MOCVD epitaxial reactor was donated by Nitronex, LLC, a subsidiary of M/A-COM Technology Solutions Inc. In addition to the reactor, the gift includes support equipment, hardware, and additional parts.

Three Texas State graduate students, Ms. Shanna Shultz, Mr. Alejandro David Tamez, and Ms. Coleen Watson, won two first place awards at the International Business Ethics Case Competition, the oldest and most recognized intercollegiate business ethics competition, held in conjunction with the Ethics and Compliance Officer Association's (ECO) annual sponsoring partner leadership forum. Our team won both the 30-minute and 10-minute presentations at the graduate level. Ms. Schultz is in the master's program in communication studies, and both Mr. Tamez and Ms. Watson are philosophy students in the master of applied philosophy and ethics program.

Senior Lindsey Coulter, scheduled to graduate in August with a bachelor's degree in Clinical Laboratory Science (her second baccalaureate degree), was awarded an Emerging Infectious Disease Fellowship, one of only six such awards made nationally from a pool of 325 candidates. She will begin the one-year fellowship later in August with the Centers for Disease Control and Prevention (CDC) in Atlanta. Sponsored by the

CDC and the Association of Public Health Laboratories, the fellowship prepares scientists for careers in public health laboratories and supports public health initiatives related to infectious disease research. Ms. Coulter previously earned a bachelor's degree in microbiology and a master's degree in biology from Texas State. She is our first student to be awarded this fellowship.

Mr. Tommy Head and Ms. Holly Clavell-Head have donated more than \$600,000 to Texas State Athletics since 2009 and pledged an additional \$1,000,000 estate gift to the University. Although previous gifts have been anonymous, they have agreed with our desire for a naming in the family's honor and in recognition of their gifts. We will name the football locker room at Bobcat Stadium the Clavell-Head Family Locker Room in a pre-game ceremony before the first home football game on August 30, 2014.

For a second straight year, former Texas State first baseman Mr. Paul Goldschmidt played in Major League Baseball's (MLB) All-Star game, starting at first base for the National League.

Junior pitcher Austen Williams, the Bobcat's pitching ace this season, was selected in the sixth round of the 2014 MLB First-Year Player Draft by the Washington Nationals, the 184th overall selection and the highest Bobcat selected since Mr. Kyle Kubitz was selected in the third round in 2011. This is the sixth consecutive season with a Bobcat selected in the first 10 rounds. Bobcat signee Robert Dickey, selected as the top junior college prospect in the nation by Perfect Game in December was drafted by Washington in the fourth round (124<sup>th</sup> overall). After leaving Blinn College, Mr. Dickey will have the option to pursue a professional career with the Nationals or play here next season. Junior shortstop Garrett Matlage was selected in the 12<sup>th</sup> round by the Detroit Tigers (370<sup>th</sup> overall), senior catcher Tyler Pearson went to the Chicago Cubs in the 25<sup>th</sup> round, 739<sup>th</sup> overall, and redshirt junior pitcher Taylor Black was selected by the Colorado Rockies in the 26<sup>th</sup> round, 773<sup>rd</sup> overall. The four Bobcats drafted in 2014 became the 33<sup>rd</sup>-36<sup>th</sup> Bobcats selected in the MLB Draft under the tutelage of Head Coach Ty Harrington since he took over our program in 2000.

Current Bobcat baseball player, Granger Studdard, playing summer league baseball for the Santa Barbara Foresters, appeared in the California Collegiate League All-Star Game in July. The former Hays High School standout is taking the California Collegiate League by storm, leading his team in runs batted in and in extra-base hits. Five other Bobcat baseball players are playing in summer leagues across the country.

After matching her career high and finishing eighth in the NCAA West Preliminary meet, thereby qualifying for the NCAA Final Championships in Eugene, Oregon, junior track and field athlete Allie Saunders finished 21<sup>st</sup> in the triple jump with a distance of 12.52 meters (41-feet-1-inch) in the Finals. This was her fourth best triple jump of the season, and less than seven inches from All-American status. Junior Darian Brown also qualified, finishing seventh with a season-best discus throw. In the Finals, Mr. Brown finished 20<sup>th</sup> in discus with a throw of 54.55 meters (178-feet-11-inches), his eighth best throw of the season, and less than 10 feet away from becoming an All-American. The Bobcats qualified 20 student-athletes in 21 events for the NCAA West Preliminary Tournament in Fayetteville, Arkansas.

The PwC SMU Athletic Forum has named junior running back Robert Lowe as a preseason candidate for the 2014 Doak Walker Award presented annually to the nation's top college running back. Mr. Lowe enters the 2014 season as the top returning rusher in the Sun Belt Conference (SBC) and was named a Preseason All-SBC SBC First Team by *Phil Steele College Football Preview (Phil Steele)* and a Second-Team choice by *Lindy's*.

*Phil Steele* also listed junior kickoff returner Brandon Smith as a 2014 preseason Fourth-Team All-American selection. Last season, Mr. Smith averaged 29.9 yards on 20 kickoff returns, the fifth-highest average in the nation, and became one of 13 players in NCAA history to return two kickoffs for a touchdown in a single game. Mr. Smith and linebacker Michael Orakpo were named to the *Phil Steele's* Preseason All-SBC First-Team. Those three players headlined a group of 13 Bobcats named to the publication's Preseason All-SBC Teams.

The SBC has named eight Texas State football players to the league's preseason All-SBC teams selected by the SBC head coaches and a panel of selected media members. Senior linebackers Michael Orakpo and David Mayo join senior cornerback Craig Mager and senior place kicker Jason Dann as All-SBC First-Team selections. Sophomore quarterback Tyler Jones, junior running back Robert Lowe, junior offensive tackle Adrian Bellard, and junior return specialist Brandon Smith were named to the All-SBC Second-Team.

For the fourth straight year, our women's golf team placed players on the National Golf Coaches Association All-American Scholar Team. This year, junior Iman Nordin, senior Mara Puisite, and sophomore Millie Saroha were honored. Earlier this year the women's golf team earned their fourth straight Emmett Shelton award for having highest female team grade point average at Texas State and received a perfect 1,000 Academic Progress Rate rating from the NCAA.

Ms. Randi Rupp, a graduating senior at Barbers Hill High School who has signed a letter of intent to play softball for Texas State in the fall was named the 2013-14 Gatorade Texas Softball Player of the Year. This award recognizes not only outstanding athletic excellence, but also high standards of academic achievement and exemplary character demonstrated on and off the field. Ms. Rupp, a 5'10 senior right-handed pitcher posted a 27-1 record and a 0.45 ERA this past season, leading her team (32-1) to the Class 4A semifinals while maintaining an A average in the classroom and volunteering locally.

Men's golfer Tyler Thomas was named a Cleveland Golf/Srixon All-American Scholar, one of 207 players in Division I to earn the honor. Mr. Thomas currently has a 3.26 GPA in Management, with a concentration in entrepreneurial studies. He was part of the men's golf team that received the Emmett Shelton award for having the highest overall male team grade point average amongst all Texas State teams.

# LAMAR INSTITUTE OF TECHNOLOGY

## President's Report

August, 2014

### Enrollment

For Summer I 2014 semester, Lamar Institute of Technology enrolled 526 Credit students who generated 63,760 Contact Hours and 2,164 Semester Credit Hours (SCH). This represents a 10.1% decrease in headcount, a 10.7% decrease in Contact Hours, and a 10.2% decrease in Semester Credit Hours (SCH) over the previous Certified Summer I 2013 semester (n=585 / n=2,425 / n=71,008), respectively.

For Summer II 2014 semester, Lamar Institute of Technology enrolled 467 Credit students who generated 37,232 Contact Hours and 1,805 Semester Credit Hours (SCH). This represents a 10.1% increase in headcount, a 25.5% increase in Contact Hours, and a 18.4% increase in Semester Credit Hours (SCH) over the previous Certified Summer I 2013 semester (n= 424 / n= 1,524 / n= 29,664), respectively.

In addition, LIT for the Quarter 3, 2014 Non-Credit Student *Headcount* Report, LIT reported 1,160 students compared to the previous year (Quarter 3, 2013) of 1,052 students which is a 10.3% increase.

### Grants

LIT received \$103,906 for its Process Operating Technology program. The money has been used to purchase a simulator system, training workbooks and a virtual training environment.

Lamar Institute of Technology is pursuing through the Texas Workforce Commission (TWC):

- A Skills Development Fund (SDF) grant for \$225,000 to develop dual-credit and certificate attainment in high-skill, high-demand, high-wage occupations. The project will develop and model effective education and training opportunities for high school students in high-skill, high-demand, and high-wage occupations in targeted industries at little or no cost to the student.
- A Skills Development Fund (SDF) grant to train the soon to be hired employees of the OCI Methanol plant in the amount \$500,000.

### SACS

Lamar Institute of Technology submitted its Compliance Certification to the Southern Association of Colleges and Schools Commission on Colleges ninety-five (95) Core, Comprehensive, and Federal Requirements. Of the 95 standards, the Off-site committee had

issues with only 15 standards and LIT is actively addressing those prior to the Onsite Committee visit in October 7-9, 2014.

## **CPUPC**

Lamar Institute of Technology submitted its data for inclusion in the Statewide Economic Impact Study being conducted by Economic Modeling Specialists, Inc. (EMSI).

## **Academic Affairs and Workforce Development**

The Office of Academic Affairs is working to complete several projects including the SACSCOC Focus Report in preparation of a site visit in early October.

Across campus programs continue to revise the curriculum to address the HECB 60 semester credit hour limit for all associate of applied science degrees. Every program on campus must reduce the semester credit hours in a program or request an exemption based on compelling academic reasons. Several allied health programs are working to develop an exemption request. The estimated completion date for the revision of all programs is November 1, 2014.

The Vice President for Academic Affairs will be leaving LIT on August 31<sup>st</sup> to become President at Lamar State College Port Arthur..

### **Testing Center**

During the second quarter of 2014, The Testing Center tested a total of 2,000 examinees. On May 27, 2014, CLEP was installed and a new CLEP Policy and Procedures were developed for the Testing Center.

Testing staff continues to research testing opportunities in order to increase services provided to students and the community.

### **Office of Distance Education (Online Learning)**

The Office of Distance Education focus in 2014 was on supporting instructors in the wrap-up of the spring semester, participating in the summer overall new student orientations, providing blackboard student workshops, upgrading Blackboard and preparing for the fall semester.

Personnel in the Office of Distance Education played a major role during the overall new student orientations by providing training on how to access the major systems on campus and facilitating labs to ensure incoming students are able to access LIT email, self-service banner, degree works, and Blackboard. Several more detailed workshops focusing on Blackboard were offered to cover the following topics: (a) logging on to Blackboard and accessing courses, (b) using blackboard communication tools, (c) navigating within a course, (d) posting assignment, and (e) taking quizzes.

In addition, the Office of Distance Education coordinated and provided support for the upgrade from Blackboard 9.1 Service Pack 11 to Blackboard 9.1 Service Pack 14 and for the design/development of new fully online courses. The new fully online courses to be offered in the fall include: Jumpstart Reading/Writing (INRW 0100), Jumpstart Intermediate Algebra (TMTH 0114), Jumpstart Developmental Mathematics (TMTH 0132), Globalization of Security Threat Groups (CJSA 2371), and Homeland Security Emergency Communications Management (HMSY 1338).

### **Allied Health and Sciences Department**

Sheila Trahan is mentoring eighteen students who were awarded the Smith-Hutson Scholarship. All faculty are participating in the LIT Summer Orientation sessions.

### **Child Care and Development**

The Texas Higher Education Coordinating Board approved the 60 semester credit hour change to the Child Care and Development associate degree.

### **Health Information Technology**

Staci Waldrep served as an Instructional Specialist at the WECM Course Review Workshop in Houston on June 4-5. Staci Waldrep and Tena Cobb both volunteered at the Associated General Contractors Golf Tournament fundraiser held this past April.

Carla Bush and Cindy Hanks, May 2014 graduates, passed the national certification exam. They both received their Registered Health Information Technician (RHIT) certification prior to graduating from LIT. The HIT Program submitted a proposal to the Curriculum Review Committee to reduce the program hours to 60 SCH. Tena Cobb and Staci Waldrep will be attending the annual Assembly on Education Symposium in July.

### **Radiology**

The program submitted the Self-Study packet to Joint Review Committee on Education in Radiologic Technology. Tentative site visit is November, 2014. The American Registry of Radiologic Technology pass rate for the Class of 2014 was 71.4%. The ARRT increased the difficulty of the exam in 2013.

### **Respiratory Care**

June 6<sup>th</sup> the Respiratory Care students toured University Texas Medical Branch, Galveston for articulation into the Bachelor of Science in Respiratory Care. Several Respiratory Care students participated in the National SKILLS U.S.A Competition, and scored in the top ten.

### **Sonography**

Eighteen new students started the Sonography program June 2, 2014. Sixteen Sonography students graduated December, 2014. Five Medical Sonography graduates passed their boards, and four Cardiac Sonography graduates passed their boards. Four of the graduates are employed. The Sonography Program will be offering vascular ultrasound classes through workforce training. These classes started July 15th.

### **Business Technologies Department**

The Director for the Management Development Program, Kara Booth, implemented curriculum changes that provide students with more opportunities to transfer course work to four-year colleges and universities. Particularly, two new courses, Principles of Microeconomics (ECON 2301) and Principles of Macroeconomics (ECON 2302), are included as part of the core curriculum for the new Associates of Arts degree scheduled to begin accepting students this fall.

Management Development Instructor and identity theft expert Ira Wilsker made several presentations on Identity Theft to local organizations in the Beaumont area. Groups in attendance included Jefferson County Deputy Sheriffs and members of the Social Work Association. Wilsker was also selected to participate in a National Science Foundation funded weeklong workshop on Cyber Security to be held at Texas Tech in Lubbock Texas, July 13-18.

### **General Education and Developmental Studies Department**

The General Education/Developmental Studies department is gearing up for the start of the Associate of Arts degree starting Fall 2014. Faculty are advising students and learning the ins and outs of the degree and assessment.

GEDS has developed three new classes for Fall 2014- Arts Appreciation, British Literature and Interpersonal Communication.

The new assessment plan is being 'practiced' during the summer with full implementation to begin Fall 2014. Michelle Davis is working with the IE office to create a database within Xitracs for Assessment. This plan will address needs at the course, program and institutional level. Training in the new degree and assessment requirements will be conducted as needed through the summer and as implementation begins.

### **Public Service and Safety Department**

**Emergency Medical Services:** The EMS program had 21 of 29 EMT – Basic completers and 6 of 10 Paramedic completers pass their licensing exams. The EMS program had a CoAEMSP site visit on July 7<sup>th</sup> and 8<sup>th</sup>, 2014 to obtain National Registry accreditation of the Paramedic Program. EMT and Paramedic classes are continuing throughout the summer. The EMS program is also continuing to offer CPR classes for faculty and staff.

**Homeland Security and Criminal Justice:** Work is progressing on Homeland Security and Criminal Justice degrees to meet the 60 semester credit hour limit. Faculty are taking advantage of the summer to pursue development opportunities, to include a Death Investigation course and a Cyber Security Workshop.

**Regional Fire Academy:** The Regional Fire Academy graduated 6 students in the Spring semester, with all six passing the State licensing exam. The Academy is processing students for the Fall semester and preparing for an audit of the LIT Fire Academy CPAT testing.

**Regional Police Academy:** The Regional Police Academy graduated 20 students in the Spring semester, with all twenty passing their State licensing exam. The academy is processing students for the Fall semester. Since May 1, 2014, the Regional Police Academy has submitted 21,998 hours of training for 771 trainees in 42 classes (including both Basic and In-Service classes) to the Texas Commission on Law Enforcement.

### **Technology Department**

#### **Process Operations:**

**JET Grant:** The Process Operations program received a \$109,000 JET grant from the Comptroller's office. This grant enabled the program to purchase software for their program. This software will simulate several aspects of a Process Plant. This software comes with complete laboratory exercises and allows us the rights to reproduce as many copies as needed. This software has been purchased and will be installed for use in the Fall 2014 semester.

**Process Operating Procedures:** Mike Lopez with Huntsman is making their procedure writer available to the LIT Process Operating program. He will assist in rewriting the Operating Procedures to insure accuracy and that they are written in the current industry standard. This will be an ongoing process as equipment changes on the Unit. Our Startup and Shutdown procedures are up to date and correct.

**SkillsUSA:** LIT sent 15 students and 9 Advisors to the National SkillsUSA Skills and Leadership Conference in Kansas City, MO June 23-28. The students competed in areas such as HVAC, Architectural Drafting, Diesel Equipment, Health Knowledge, Medical Terminology, Nurse and Medical assisting and Welding Fabrication. These students competed against other Gold Medalists from across the Nation as well as the US Commonwealths.

Aaron Bell, HVAC major won a Silver Medal in the Heating and Air Conditioning and Ventilation contest against 28 other competitors. Mr. Darrell Grissom, HVAC instructor, was his Advisor.

Our other student competitors placed as follows:

1. 5<sup>th</sup> Place – Medical Assisting – Heather Miller – Advisor Cindy McKinley/Sharon Jacobs
2. 5<sup>th</sup> Place – Nurse Assisting - Stephanie Nugen – Advisor Cindy McKinley/Sharon Jacobs
3. 7<sup>th</sup> Place – Customer Service - Gabriela Gallegos – Advisor Stacy Taylor/Pat O’Connor
4. 10<sup>th</sup> Place – Architectural Drafting – Cameron Love – Advisor Deanna Eldred
5. 10<sup>th</sup> Place - Welding Fabrication Team: Chad Barclay, Hariso Beleno and Ronald Seabridge – Advisor John McKeehan
6. 12<sup>th</sup> Place – Health Knowledge Bowl Team – Casey Cochran, LeKeshia Oliver, Yessica Sifuentes and Ferlenzia Wheaton – Advisor Stacy Taylor
7. 14<sup>th</sup> Place – Related Technical Math - Khanh Dinh – Advisor Weldon Jacobs
8. 28<sup>th</sup> Place – Diesel Equipment Technology – Troy Burnett – Advisor Pete Matak

## **Information Technology**

### **TAC 202 Compliance**

TAC 202 compliance is our top priority. Areas of deficiencies have been identified and owners and timelines have been established. LIT will continue to work diligently to insure that full sustained compliance will be achieved by August of 2015.

### **SciQuest E-Procurement Project**

LIT will be participating in the SciQuest E-Procurement project. We will utilizing the TxState portal to coordinate our purchasing needs, and will subsequently be manually processing Banner transactions at this time. User accounts have been created and distributed to the LIT test users.

### **Network Upgrade**

Most of the LIT network infrastructure is approaching end of life, including the network core equipment. It has been identified that the LIT wireless network is that top priority of this multi-phased multi-year project; the network core will be the secondary concern of this project. Some outlying switches have been replaced over the past three years and have additional life expectancy. The network upgrade will enable LIT to consider implementing virtualization to the desktop subsequent to this project.

### **KUALI Ready Implementation**

LIT will be implementing the KUALI application as a business continuity planning tool. The tool will be used to supplement the current business continuity plan and emergency management procedures. The plan will consist of three basic components; the primary business continuity plan, the Kuali Ready application to develop individual unit plans, and current emergency management procedures.

## **Finance**

### **Finance Office Activities**

Finance office personnel have been working on the FY2015 Operating Budget and the Legislative Appropriations Request. Also, Finance is preparing for year end and following up on audit recommendations. Finance is also interviewing applicants for Cashier Supervisor and Director of Finance. Finally, Finance is preparing for upcoming August registration with the preparation of the drop process and refund process in coordination with Financial Aid and Student Services.

### **Audit Activities**

Internal Audit will be doing a review of our Benefit Proportionality. This was requested by the Governor. The audit report is being finalized for the Post Payment Audit completed by the Texas Comptroller's Office.

### **Foundation**

The semiannual Lamar Institute of Technology Foundation Board meeting was held July 17, 2014. Four new board members were elected: Lee Dula, public and government affairs manager, ExxonMobil; Rickey Simmons, vice-president, Triple S Industrial; Herschel Stagner, Jr., operations manager, Claybar; and Jerry Vandervoort, project executive, Spaw Glass.

Five board members have retired: Dalton Babineaux, Don Burnett, Pat Calhoun, Shaun Davis, Lois Ann Stanton.

Foundation fundraising is up 234% over the last five years. Scholarship distributions have increased 457% over the last five years.

The Director of Development attended the Council for Advancement and Support of Education (CASE) District IV Conference in April to receive training on advancement services, alumni relations, annual giving, gift planning, major gifts, marketing/communications, publications, and social media and stewardship relations.

From April 10, 2014 through July 17, 2014 the Foundation received 76 donations totaling \$128,960.46.16 and 16 in-kind donations totaling \$16,175. The Development office received 20 donations totaling \$60,744.20 and no in-kind donations.



**LAMAR STATE COLLEGE-ORANGE  
PRESIDENT'S BRIEFING  
TSUS BOARD OF REGENTS  
August 28-29, 2014**

**CAPITAL PROJECTS**

The campus engaged Facilities Planning, Inc. to do programming for a multi-purpose building that will be submitted for tuition revenue bond funding in the next session. Although some work remains to be done, the programming project is far enough along to provide some details.

The new building is envisioned as a one-story structure containing approximately 28,000 gross square feet. The facility will include space for our College Success program, classrooms that can be configured for the specialized needs of continuing and workforce education, and a large conference/banquet area. The proposed site for the building is the block directly north of the new Nursing and Classroom Building. The estimated cost of construction for the structure is \$7.2 million. It will also be necessary to increase the capacity of our chilled water system. That cost plus the design, development, and furnishing fees will bring the total project cost to \$12.5 million.

**ENROLLMENT**

Enrollment numbers for the summer were disappointing. Headcount enrollment was down 8 percent and contact hour production was down 11 percent. The primary cause of the decline appears to be an improving economy. The latest unemployment figures for Orange County show a jobless rate of 7.2 percent. In January 2013, the rate was 11.3 percent. The availability of jobs is tempting more potential students to pursue a paycheck rather than a college degree. To address the decline, we have boosted our marketing/recruiting efforts and introduced some new scheduling initiatives for the Fall semester. We are also looking at some new program initiatives. Preliminary numbers for fall are somewhat encouraging but are subject to change.

**PLANNING/BUDGETING**

Budget development for FY15 was a challenge due to the decline in enrollment. Our revenue estimates in the proposed budget are based upon flat enrollment projections. We have, however, set aside a contingency fund that can be used to offset any further losses in enrollment/revenue. The budget covers all essential services and is balanced. As presented, this budget proposes no salary increases for faculty and staff. We will be closely monitoring enrollment for the fall semester. In the event that enrollment stabilizes or increases, we would like to use the contingency fund to cover the cost of a 2 percent merit-based salary increase. We would hope to have a determination about the feasibility of making these salary adjustments by the end of the fall semester.

## **INSTITUTIONAL DEVELOPMENT**

The Lamar State College – Orange Foundation is pursuing the acquisition of additional properties on the northeast corner of the campus. This area is the proposed site for the multi-purpose facility discussed under Capital Projects. The foundation hopes to negotiate the purchase of these properties and then offer them to the college.

## **CAMPUS SPECIFIC ITEMS**

- Lamar State College – Orange is in the process of reaffirming its accreditation with the SACS Commission on Colleges. In March, we completed a self-evaluation and submitted our compliance certification report. An off-site committee of peer evaluators reviewed that report in June. The committee requested additional documentation related to several requirements but found no critical deficiencies. We will submit a response to these findings in late August and will host an on-site team of evaluators in mid-October. A final decision on our reaffirmation will come in June 2015.
- We have made further refinements in our Quality Enhancement Project (QEP) that is part of the reaffirmation process. The QEP addresses the need to improve critical reading skills and has been narrowed to concentrate attention on those students who are most at-risk. The initiative will target changes in course design/content and the development of a campus-wide tutoring network.
- The search for a replacement for our retiring VPAA, Dr. Joe Kirkland, failed to identify suitable candidate. I have named Dr. Gwen Whitehead, Associate Professor of English and Division Chair for Arts and Sciences, to serve as an interim. Our plan is to repost the position and resume the search process at the end of the fall semester.
- We support the proposed System policy concerning Sexual Misconduct and are prepared to implement the policy with the beginning of the fall semester. I am confident that we have the personnel and resources necessary to meet the proposed requirements.



**LAMAR STATE COLLEGE-PORT ARTHUR  
PRESIDENT'S BRIEFING  
FOR THE BOARD OF REGENTS MEETING  
August 2014**

**PLANNING**

Lamar State College-Port Arthur has been notified by the Southern Association of Colleges and Schools Commission on Colleges that its accreditation has been reaffirmed through 2023. No additional follow-up reports will be required. Official approval came on June 19 at the Commission's annual summer meeting in Atlanta, Georgia.

*Diverse Issues in Higher Education* has released its annual survey of the institutions that conferred the most degrees to students of color. LSC-PA was one of the top producers of Associate of Applied Science (AAS) degrees in registered nursing both in Texas and the United States. In 2012 LSC-PA awarded the AAS in nursing to 83 African American students, which ranked 1<sup>st</sup> in Texas and 8<sup>th</sup> nationally. The College awarded the AAS to 106 minority students, the 7<sup>th</sup>-highest total in Texas and 23<sup>rd</sup>-ranked nationally. Hispanic nursing students received 18 AAS degrees in nursing, which ranked 22<sup>nd</sup> in Texas and 83<sup>rd</sup> nationally.

The Lamar State College-Port Arthur Paralegal Program is 1 of 6 associate degree programs in Texas that are approved by the American Bar Association (ABA). Approval is granted for 7 years. The program is due for re-approval in 2015. The program submitted a self-study in May 2013 that involved faculty, staff, former students, and the legal community. The College has been notified that the self-study was acceptable and that the ABA will dispatch a committee to the campus September 24-25, 2014, for an on-site review.

Lamar-Port Arthur is working with the Port Arthur ISD to expand high school co-enrollment into career and technical education. Beginning in fall 2014 LSC-PA will offer college credit courses in drafting and welding at Memorial High School. Students can earn 20-semester hour certificates in either discipline at the end of 2 years of study and, following high school graduation, apply the coursework to associate degrees in the same fields at the College.

In 2011 the scope of the Inmate Education Program was reduced due to state budget cuts. Instruction at the LeBlanc Unit was eliminated and programming at the Stiles Unit was limited to students pursuing Associate of Applied Science degrees in Automotive Mechanics and Heating and Air Conditioning Technology (i.e. no students pursuing associate degree with the intent to transfer). The Texas Department of Criminal Justice restored some of the funding effective last spring. In June the College once again enrolled students into a substance abuse counseling certificate program at LeBlanc and students into the Associate of Arts in Academic Studies degree plan at Stiles. State support comes by way of tuition loans to offenders that are repaid after release from incarceration and the use (but not ownership) of textbooks.

Work is progressing on moving the Substance Abuse Counseling associate degree program to a totally-on-line/distance format (except at the LeBlanc Unit). The first on-line courses will be offered in 2015.

**RECRUITMENT AND RETENTION**

Since May, the Admissions Advisors and the Financial Aid Advisors presented information at the Senior economic classes at Port Neches-Groves High School. Information was distributed to students in Allied

Health from Bridge City High School and McNeese State Upward Bound as they toured the LSCPA campus.

Since April, we continued to assist students enrolling for Summer I, II and Fall 2014 semesters. New student orientation sessions were held in July and August. This campus-wide effort is designed to build student success. Financial Aid has continued counseling and packaging students for the summer and fall semesters. They have contacted students planning to attend fall to complete the packaging process and will continue to do so by mail, email and/or phone.

### **INSTITUTIONAL DEVELOPMENT**

Since the last report, the College has received the following gifts and donations:

\$10,000	from James W. Moore, Sr. in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$10,000	from Reaud Charitable Foundation in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from Seabulk Towing, Inc. in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from Gay & William F. Scott Family Foundation in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from Valero Energy Foundation in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$10,000	from Motiva Enterprises, LLC in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from TOTAL Petrochemicals & Refining USA, Inc. in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from Chevron Phillips Chemical Company in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from Entergy Charitable Foundation in support of the Discovery 2014 Summer Youth Program
\$10,000	from the Donald T. Boumans Foundation for the Donald T. Boumans Memorial Scholarship Fund
\$10,000	from Kathleen Carabelle for the Carabelle Family Scholarship Fund
\$8,000	from Koch Companies Public Sector, LLC for student scholarships in the Instrumentation and Process Technology Department

### **INFORMATION TECHNOLOGY SERVICES**

It seems that money doesn't buy everything, or at least not Internet speed.

Colleges and universities with the biggest endowments do not have the fastest Internet, according to an analysis conducted by Valore Books and TestMy.net. An infographic published in *The Huffington Post* lists the results of a study of the top 25 college and university Internet speeds in megabits per second (mbps) based upon how long it takes each school's network to download and upload.

Recognition for fastest Internet speed in the nation went to Lamar State College-Port Arthur, which downloaded at an average speed of 154 mbps during the period of the research. LSC-PA uploaded at 47 mbps, one of the faster speeds noted during the study.

LSC-PA's high Internet speed can be attributed to some hardware improvement made on campus and the support provided by Texas State University.

Significant effort and time were directed towards the following primary areas in April-June, 2014:

The implementation of our new information security management framework continues with reviewing, evaluating, and documenting all relevant IT processes.

Upgrade of all campus servers' infrastructure to Windows 2012 Operating System.  
Evaluate and re-engineer DR/BC Infrastructure based on the new Windows 2012 server platform.

## **Systems, Networking, and Telecommunications**

The IT Services continues to implement the newly-developed Information Security Framework. IT Services will implement strategies and solutions based on these standards. The standards will be reviewed and re-approved annually. A few items remain to achieve 100% compliance and are planned to be completed in the next 2 quarters. Internal Audit office plans to visit and evaluate progress made and advice as necessary.

The update to the Standard Operating Procedures (SOP) manual continues. The SOP contains all pertinent guidelines and procedures necessary for year-round operations.

IT Services continues to upgrade and re-evaluate data storage and server infrastructure in conjunction with other TSUS institutions. The System institutions participated in a technical workshop related to data storage to discuss the viability and feasibility of shared services that would allow for enhanced data backup and retrieval strategies. The technical team reported to the CIO council in May 2014. The project will be discussed in August 2014.

The Windows 2012 server platform is being upgraded. The platform will provide significant improvements in LSC-PA's disaster recovery and business continuity infrastructure. Improvements permit significant simplification of the process and reduces recovery time from days to hours. Upgrading the new 2012 platform will continue throughout the year. Initial testing was performed and the results were outstanding in regards to simplification of the process from failing over to DR site and restoring of all changes back to primary site. Two more full tests are planned in July and August that involves all data owners.

A network-based risk assessment is being conducted. The purpose is to determine the necessary additional security measures required to strengthen our ability to combat cyber-attacks. IT Services has acquired one of the next generation Firewalls. Options include a Palo Alto brand which is subscription-based and is capable of self-update and capabilities such as prevention of unwanted traffic with much more ease and transparency, the ability to scan and block unwanted inbound and outbound network traffic, the "Wildfire" feature that has the ability to block malware such as the "Crypto locker", URL Filtering for white-list or black-list desirable/undesirable internet addresses.

IT Services and the Finance Office have developed an Online-based Budget Control and Tracking system. The new system is designed to simplify and more accurately plan for the new FY budget cycle. The new system allows account managers the ability to view current budgets online, download budgets to Excel and/or PDF, and request changes for the new fiscal year. The Vice President of each area has the ability to view, approve, and /or override requests as necessary. The Finance Office will be able to upload all approved requests to the Banner Finance System with one click of the mouse.

Between April 1, 2014 and June 30, 2014, the Systems, Networking and Telecommunications area received 995 work orders and completed 977 totaling 221 employee hours. Student computer password/account support assistance accounted for 721 of the work requests.

## **Information Services**

80 Banner (base and Texas Connection Consortium) upgrades/patches were installed in Production across all modules. These involved modifications to "core complete" processing, and Coordinating Board reports CBM1, CBMS, and CBMIE reporting.

Institutional Research was involved in beta testing with Texas Connection Consortium on new CBM reporting modifications and worked with the Department of Education on IPEDS reporting.

Key IT Services personnel attended the annual Summit conference in April sponsored by our Banner ERP software vendor, Ellucian. This allowed interaction with other educational institutions as well as providing insights into upcoming software enhancements.

In May, IT Services, Business Office, and Student Services staff attended the annual Texas Connection Consortium meeting.

Between April 1, 2014 and June 30, 2014, Information Services completed 129 work orders for a total of 298 employee hours with another 42 work orders in progress. A total of 109 new requests were received.

### **DISTANCE LEARNING**

A plan has been developed for the remaining campus classrooms that lack standard technology tools for the instructor. Tools such as personal computers, ELMOs, and projectors have been purchased for two classrooms and will be added to the classrooms this summer. The remaining classroom upgrades have been budgeted for fiscal year 2015.

Lamar State College-Port Arthur has been working on a comprehensive Business Continuity Plan. The Distance Learning Coordinator has been tasked with representing the academic areas on the Business Continuity Committee as well as working with the instructional faculty and staff on developing their business continuity plans. Sound plans require knowledge of essential functions, workflows, and required resources. The campus committee and planning work will continue for the foreseeable future.

Gates Memorial Library is providing the new *Films on Demand* service to faculty for placement in on-line courses or to supplement face-to-face classes. It was necessary to tailor the embedding codes or links to work with LSC-PA's Blackboard e-learning system. The codes are now ready for faculty to use allowing them to include video content from the *Films on Demand* catalog in their courses. The *Films on Demand* catalog offers a wealth of streaming video content in a number of subject areas. Faculty can use these videos to improve both their online and face-to-face courses.

Planning for seminars for the Faculty Development program in August is complete. This year's program will be centered on building technology skills from basic to advanced levels. The faculty have been surveyed to self-identify their technology experience and grouped with others of similar expertise. Each group will participate in seminars that provide hands-on experience targeted toward their skill level. The topics will include use of LSC-PA's online applications such as the My.LamarPA.edu portal and the Blackboard system as well as classroom technology like ELMOs, monitors, and projectors.

A face-to-face workshop course for training faculty on Blackboard and online course building is offered by the Distance Learning Coordinator four times per year. Faculty members learned best practices in online course building and to apply those practices within the Blackboard course management system.

The Distance Learning Coordinator also works with faculty on an individual basis to answer questions, build content, and enhance courses. This work continues on a daily basis.

### **CAMPUS SPECIFIC ITEMS**

TBA	Annual Alumni Banquet
October 8	Distinguished Lecture Series – Ron Suskind

**Board of Regents  
Texas State University System**

**LITIGATION REPORT\*  
August 2014**

- |  |   |  |
|--|---|--|
| 1. <b><i>Bach v. TXST</i></b><br>(August 2013)<br>3d Ct of Appeals           | <b>Whistleblower</b> – Former Freeman Ranch manager claims he was fired for reporting illegalities by University employees. | Plaintiff has appealed dismissal of this suit, but failure to pay for trial court record filing by August 14, 2014, may result in dismissal of the appeal. |
| <b><i>Bach v. TXST</i></b><br>(January 2014)<br>US Dist Ct, Austin           | <b>Wage Claim</b> – Although an exempt employee, Plaintiff claims overtime pay is owed him under Fair Labor Standards Act.  | A U.S. Magistrate Judge reviewed pending motions and recommended dismissal of this suit on July 17, 2014.  |
| 2. <b><i>Brown v. TXST</i></b><br>(June 2013)<br>US Dist Ct, Austin          | <b>Civil Rights</b> – Removed from the men’s basketball team for non-performance, student claims race discrimination.       | Appeal of this case was <b>DISMISSED</b> on June 30, 2014 for want of prosecution.   |
| 3. <b><i>Champion v. TXST</i></b><br>(November 2013)<br>Hays County          | <b>Personal Injury</b> – Student falls while climbing rock wall in Student Recreation Center; claims negligence.            | The University filed its response on November 25, 2013. This case is in the discovery phase.   |
| 4. <b><i>Fox v. TXST</i></b><br>(June 2013)<br>Hays County                   | Mother of intoxicated student, killed in 2011 fall from the Aquarena Springs tower, claims negligence.                      | The University has filed a motion to dismiss this case. A hearing on the motion has not been set.  |
| 5. <b><i>Lopez v. TXST</i></b><br>(May, 2010)<br>Hays County                 | <b>Civil Rights</b> – Ex-employee claims her termination was race based and retaliatory.                                    | Parts of this case were dismissed; after appeal, it is back in the district court for trial. The University may file a motion to dismiss.                  |
| 6. <b><i>Ozmun v. LU</i></b><br>(April, 2012)<br>Jefferson County            | <b>Civil Rights</b> – Faculty member alleges religious discrimination and other rights violations.                          | Mediation is scheduled for September, 2014.  |
| 7. <b><i>Steinbach v TXST</i></b><br>(February, 2010)<br>Hays County         | <b>Personal Injury</b> – Student slips and falls in residence hall laundry area stairs; claims negligence.                  | The University’s motion to dismiss was denied on May 1, 2014. University has filed an interlocutory appeal.  |
| 8. <b><i>Sterling v. LIT</i></b><br>(February, 2013)<br>US Dist Ct, Beaumont | <b>Civil Rights</b> – Former faculty member alleges racial discrimination, unequal pay and retaliation.                     | In February, 2014, the Court <b>DISMISSED</b> all but an equal pay claim. University filed a second motion to dismiss this claim.                          |
| 9. <b><i>Ward v. LU/TSUS</i></b><br>(May 2013)<br>Jefferson County           | <b>Whistleblower</b> – Expecting to be fired, employee filed suit prematurely (she remains employee).                       | On November 6, 2013, this case was <b>DISMISSED</b> . Plaintiff appealed, resigned, and left Texas.  |

\*See next page for cases filed on behalf of Sam Houston State University.

**LITIGATION REPORT**  
**February 2014 (cont.)**

**SHSU v. Miles McCall**  
(December, 2012)  
Cherokee County

A donor left a \$1,018,000 endowment to Lon Morris College in Jacksonville, Texas. If the college ceased to exist, SHSU was to receive the money. The college, which experienced financial problems and subsequently converted the endowment to operations, is now in bankruptcy. Its property sold for \$2.1 million on January 19, 2013. Secured and unsecured debts exceed \$15 million. Nothing remains of the endowment; however, a current \$3.1 million directors' and officers' insurance policy covers the board and president.

Matter was settled and SHSU received \$775,000 check on August 5, 2014 in satisfaction of a \$1,018,000 claim, representing approximately 77% of its claim and 27% of the \$3.1 million available. The bankruptcy trustee for the college and office of attorney general (represented a number of donors and charities) split the remaining \$2,235,000. The \$775,000 is earmarked for the University library.

**SHSU v. American Campus Communities**  
(April, 2013)  
Walker County

Extensive repairs, resulting from non-conforming and deficient design and construction, have been required on Sam Houston Village, a dormitory designed and built under contract with American Campus Communities in 2004. To date, the cost of repairing the facility, including lost dormitory revenues (estimated to be in excess of \$9.6 million), has been borne by the University alone. This lawsuit seeks compensation.

At the May 2012 meeting, this Board authorized necessary actions, including litigation, be taken to protect the University's interests and, if possible, recover losses incurred with respect to the design and construction of Sam Houston Village. We sued the developer on April 8, 2013. The developer, in turn, sued the general contractor, and the subcontractors have since been brought in as defendants. Because of the size, complexity, and highly-specialized area of law involved, the Texas Office of the Attorney General authorized and we hired outside counsel. The case is in active discovery.

**MEMORANDUM**

TO: Student Advisory Board Members

FROM: Brian McCall, Ph.D. - Chancellor

RE: Response to May 23, 2014, report to the Board of Regents

This memorandum responds to your May 23, 2014, report to the Board of Regents. The System Office compiled this report with assistance from the component institutions. The topics included in your report to the Board of Regents, and the System's responses, where appropriate, are listed below.

**Cyber Bullying Clause**

System Rules and Regulations currently address harassment involving students in Section VI, Chapter 5.2(19), which states students may be subject to disciplinary action for “[h]arassment where the individual threatens or bullies, in person, by telephone, electronically, in writing, or by other means, to take unlawful action against any person and by this action intentionally, knowingly, or recklessly annoys or alarms the recipient.” I have asked the System's vice chancellor and general counsel, Dr. Fernando Gomez, to work with institution vice presidents for student affairs to determine if new or expanded policies are needed to address cyber bullying on our campuses.

**Online Examination Procedures**

The System has taken steps to help students plan for all costs associated with certain courses, including third party testing. Last fall, I asked our vice chancellor for academic affairs, Dr. Perry Moore, to insure that each component institution, through its chief academic officer, disclose all additional requirements and materials such as study guides, test banks, etc. in course syllabi and online. I have asked Dr. Moore to follow-up with the component institutions on this matter to determine if progress has been made toward this goal.

**Conclusion**

I sincerely thank you as members of the Student Advisory Board for your contributions throughout the 2013-14 year. For those of you who will continue to be involved, the Board of Regents and I look forward to seeing you at future board meetings. For those who are leaving the SAB, I wish you the very best in your educational and professional endeavors.