
Quarterly Board of Regents Meeting

August 17 - 18, 2017

Sul Ross State University



Texas State University System
Quarterly Board of Regents Meeting Sul Ross State University
Thursday, August 17, 2017 - 12:30 PM
Sul Ross State University

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**THE TEXAS STATE UNIVERSITY SYSTEM
BOARD OF REGENTS MEETING
Sul Ross State University
August 17 -18, 2017**

Holiday Inn Alpine
2004 US Hwy 90
Alpine, TX 79830
Phone: (432) 837-9597

Lobo Hospitality Room – Holiday Inn Express – (First Floor Conference Room)

Wednesday: 4:30 p.m. – 6:00 p.m.
8:30 p.m. – 11:00 p.m.
Thursday: HIE Early Riser Continental Breakfast: 6:00 a.m. – 8:00 a.m.
4:30 p.m. – 5:30 p.m.
8:30 p.m. – 11:00 p.m.
Friday: HIE Early Riser Continental Breakfast: 6:00 a.m. – 8:00 a.m.

Wednesday – August 16, 2017

6:00pm Depart from Hotel for BBQ Dinner

6:15 p.m. **BBQ Dinner (all attendees invited)**
Pete P. Gallego Center
Casual attire

Thursday – August 17, 2017

9:00 a.m. Vans depart hotel lobby to
Chief Finance Officers Meeting

9:30 a.m. Chief Finance Officers (Staff Only)
Briscoe Administration Building (BAB) Room 201

9:30 a.m. Vans depart hotel lobby to Morgan University Center for Chancellor/Presidents' Meeting

10:00 a.m. Presidents' Meeting (Presidents and Chancellor Only)
Morgan University Center (UC) Room 202

10:00 am Chief Student Affairs Officers (Staff Only)
Briscoe Administration Building (BAB) 315

11:00 a.m. Vans depart Holiday Inn Express to Morgan University Center (Remaining attendees)

11:30 a.m. Lunch
Morgan University Center, Espino Conference Rooms C & D

12:30 p.m. BOARD OF REGENTS MEETING - UC Espino Conference Rooms A & B

12:30 p.m. Convene in Open Session/Recess into Executive Session

- Personnel, Legal and Real Estate Matters
Dr. Denise Trauth – Texas State University
- Reviews: Dr. Ken Evans –Lamar University
Dr. Mike Shahan – Lamar State College Orange
Dr. Lonnie Howard – Lamar Institute of Technology

12:30 p.m. Breakout Meetings
Academic Affairs (Staff Only) – Museum of the Big Bend Library Conference Room
Chief Finance Officers (Staff Only) - BAB Room 201
Student Affairs Officers (Staff Only) – BAB Room 315
Student Advisory Board – Wildenthal Library First Floor Conference Room

Reconvene in Open Session - UC Espino Conference Rooms A & B

1. Welcome/Remarks by Chairman
2. Approval of Previous Meeting Minutes
3. Chancellor's Remarks
4. Reports & Motions
 - Academic Affairs
 - Finance and Audit
 - Planning and Construction
 - Rules and Regulations
 - Government Relations
 - Contracts
 - Personnel
 - Miscellaneous

On adjournment Zuzu Verk Memorial Amphitheater Dedication

We will walk from the meeting room to the dedication site. It is a short walk. Golf carts will be provided for those needing assistance. Shade will be provided at the dedication site.

- 6:00 p.m. Meet in hotel lobby to depart for reception/dinner
- 6:15 p.m. All attendees - Dinner and Entertainment
Pete P. Gallego Center

Friday – August 18, 2017

- 8:45 a.m. Vans depart hotel lobby (For Regents, Chancellor, and Presidents)
- 9:00 a.m. Student Advisory Board/Regents/Chancellor/Presidents Breakfast
Gallego Center Room 129
- 8:45 a.m. Vans begin Departing from Holiday Inn to Morgan University Center for Breakfast
(All attendees)
- 9:00 a.m. Breakfast for Remaining Attendees
UC Espino Conference Center Rooms C & D
- 10:00 a.m. BOARD OF REGENTS MEETING - UC Espino Conference Center Room A & B**
- Reconvene in Open Session/Recess into Executive Session
1. Welcome/Remarks by Chairman
 2. Student Advisory Board Report
 3. Campus Update – SRSU Dr. Bill Kibler and Dr. Jim Case
 4. Foundation Update – Mike Wintemute
 5. Reports & Motions
 - General Motions/Consent Agenda
 6. Public Comments
 7. Adjourn
- Lunch (Boxes will be available) – UC Espino Conference Center
Transportation provided to Holiday Inn and Casparis Airport
(Vans on Standby UC parking lot)

**Texas State University System
General Motions**

2. General Motions

- 2. A. TSUS: Approval of Minutes
- 2. B. TSUS: Approval of Consent Agenda
- 2. C. TSUS: INFORMATIONAL: 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 18 -19, 2017
be approved.

MINUTES
OF
THE BOARD OF REGENTS
OF
THE TEXAS STATE UNIVERSITY SYSTEM

Quarterly Board Meeting

May 18-19, 2017

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COMMITTEE MEETINGS

The committee meetings were each held prior to the Board of Regents meeting via teleconference as follows:

- Academic Affairs May 8, 2017 10:00 a.m. CST
- Planning and Construction May 9, 2017 11:00 a.m. CST
- Finance and Audit May 11, 2017 11:00 a.m. CST
- Rules and Regulations May 11, 2017 2:00 p.m. CST

ACADEMIC AFFAIRS COMMITTEE

Committee Members

Regent Jaime Garza, Committee Chair; Regent Rossanna Salazar; Regent Veronica Edwards

Call to Order

The Academic Affairs Committee of the Texas State University System was called to order on May 8, 2017 at 10:00 a.m. CST by Committee Chair Jaime Garza. The meeting was held telephonically.

Present

Regent Jaime Garza, Committee Chair; Regent Rossanna Salazar

Also Present

Student Regent Dylan McFarland; Dr. Brian McCall, Chancellor; Dr. John Hayek, Vice Chancellor for Academic Affairs; Mr. Mike Wintemute, Deputy Vice Chancellor for Marketing and Communications; Ms. Carol Treadway, Director of Administration; various component campus representatives

Absent

Regent Veronica Edwards

Discussion Items

Committee Chair Jaime Garza called on Dr. John Hayek to present the agenda items.

Dr. Hayek presented LU: New Degree – M.S. in Nutrition. The committee approved the item to be taken to the full Board.

Dr. Hayek presented SHSU: Degree Program Addition—Bachelor of Science in Environmental Science. The committee approved the item to be taken to the full Board.

Dr. Hayek presented SHSU: Distance Learning—Master of Arts in Mathematics. The committee approved the item to be taken to the full Board.

Dr. Hayek presented TXST: Add a Doctor of Philosophy Major in Applied Anthropology. The committee approved the item to be taken to the full Board.

Dr. Hayek presented TXST: Add a Master of Science in Nursing Degree Program via Distance Education. The committee approved the item to be taken to the full Board.

Dr. Hayek presented LSC-O: New Program - Certificate of Completion in Cybersecurity Specialist. The committee approved the item to be taken to the full Board.

Dr. Hayek presented TSUS: Certified Enrollment Reports. The committee approved the item to be taken to the full Board.

Dr. Hayek briefly outlined the Consent Agenda items, which consisted of:

LU: Addition of Marketing Concentration to Online MBA Offerings

LU: Addition of Port Management Concentration to Online MBA Offerings

LU: Changes to B.A. in English with Teacher Certification Degree Plan
LU: Offer Concentration in Public History as Part of Existing Master of History Degree
LU: Revision of Master Program in Criminal Justice
SHSU: Certificate Program, Addition—Graduate Certificate in Sociology
SHSU: Certificate Program, Addition—Graduate Certificate in American History
SHSU: Certificate Program, Addition—Graduate Certificate in English
SHSU: Degree Program Title Change, CIP Code Change, and Relocation: Bachelor of General Studies
SHSU: Degree Title Change—Master of Education in Instructional Technology and Doctorate of Education in Instructional Technology
SHSU: Change the General Education Core Curriculum
SHSU: Semester Credit Hour (SCH) Change Request—Master of Education in Administration
SHSU: Department Name Change—Department of Management and Marketing
SRSU: Change the General Education Core Curriculum
TXST: Change the Bachelor of Science in Recreational Administration
LSCO: Program Modification for CERT Welding Technology
LSC-PA: Department Name Change – Commercial Music Department
TSUS: Curriculum Changes
TSUS: Out-of-State/Out-of-Country Course Offerings

Adjournment

There being no further business before the Committee, Committee Chair Jaime Garza adjourned the meeting at 10:33 a.m. CST.

PLANNING AND CONSTRUCTION COMMITTEE

Committee Members

Regent Bill Scott, Committee Chair; Regent David Montagne; Regent Donna Williams

Call to Order

The Planning and Construction Committee of the Texas State University System was called to order on May 9, 2017 at 11:03 a.m. CST by Committee Chair Bill Scott. The meeting was held telephonically.

Present

Regent Bill Scott, Committee Chair; Regent Donna Williams

Also Present

Regent Rossanna Salazar; Dr. Brian McCall, Chancellor; Mr. Peter Graves, Vice Chancellor for Contract Administration; Mr. Rob Roy Parnell, Associate Vice Chancellor for Facilities; Mr. Mike Wintemute, Deputy Vice Chancellor for Marketing and Communications; Ms. Carol Treadway, Director of Administration; various component campus representatives

Absent

Regent David Montagne

Discussion Items

Committee Chair Bill Scott called on Mr. Peter Graves to present the agenda items.

Mr. Graves presented TSUS: Capital Improvements Program (CIP). The committee approved the item to be taken to the full Board.

Mr. Graves presented TSUS: Revision of System Policies and Procedures Manual for Planning and Construction. The committee approved the item to be taken to the full Board.

Mr. Graves presented TSUS: Amendment to TSUS Process for Public-Private Partnership (P3) Projects. The committee approved the item to be taken to the full Board.

Mr. Graves briefly outlined the Consent Agenda item which consisted of TSUS: Planning and Construction Report May 2017.

Mr. Graves asked Dr. Denise Trauth to make a presentation on the TXST 2017-2027 Master Plan which will be presented at the August 2017 board meeting.

Adjournment

There being no further business before the Committee, Committee Chair Bill Scott adjourned the meeting at 11:54 a.m. CST.

FINANCE AND AUDIT COMMITTEE

Committee Members

Regent Alan Tinsley, Committee Chair; Regent David Montagne; Regent Bill Scott

Call to Order

The Finance and Audit Committee of the Texas State University System was called to order on May 11, 2017 at 11:00 a.m. CST by Committee Chair Alan Tinsley. The meeting was held telephonically.

Present

Regent Alan Tinsley, Committee Chair; Regent David Montagne; Regent Bill Scott

Also Present

Regent Rossanna Salazar; Dr. Brian McCall, Chancellor; Dr. Roland Smith, Vice Chancellor for Finance; Mr. Mike Wintemute, Deputy Vice Chancellor for Marketing and Communications; Ms. Carole Fox, System Director of Audits and Analysis; Mr. Daniel Harper, Deputy Vice Chancellor for Finance; Ms. Kelly Wintemute, Compliance Officer; Ms. Carol Treadway, Director of Administration; various component campus representatives

Absent

None

Discussion Items

Committee Chair Alan Tinsley called on Dr. Roland Smith to present the agenda items. Dr. Smith asked Mr. Daniel Harper to present some of the agenda items.

Mr. Harper presented SRSU: Law Enforcement Academy Fee Increase. The committee approved the item to be taken to the full Board.

Dr. Smith presented TSUS: Adoption of Investment Pool Resolutions. The committee approved the item to be taken to the full Board.

Mr. Harper presented TSUS: Statement of Changes in Fund Balances. This item was informational only, no action was taken.

Mr. Harper presented TSUS: Status of Implementation of Audit Recommendations. This item was informational only, no action was taken.

Dr. Smith briefly outlined the Consent Agenda items, which consisted of:

TXST: Quasi-Endowment - Environmental Flows Professorship at the Meadows Center for Water and the Environment

TXST: Department of Athletics NCAA Quasi-Endowment

TSUS: Operating Budget and Related Adjustments

The committee approved the items to be included on the Consent Agenda.

Adjournment

There being no further business before the Committee, Committee Chair Alan Tinsley adjourned the meeting at 11:07 a.m. CST.

RULES AND REGULATIONS COMMITTEE

Committee Members

Regent Vernon Reaser, Committee Chair; Regent Veronica Edwards; Regent Alan Tinsley

Call to Order

The Rules and Regulations Committee of the Texas State University System was called to order on May 11, 2017 at 2:01 p.m. CST by Committee Chair Vernon Reaser. The meeting was held telephonically.

Present

Regent Vernon Reaser, Committee Chair; Regent Veronica Edwards; Regent Alan Tinsley

Also Present

Regent Rossanna Salazar; Dr. Brian McCall, Chancellor; Dr. Fernando Gomez, Vice Chancellor and General Counsel; Ms. Nelly Herrera, Deputy General Counsel; Mr. Mike Wintemute, Deputy Vice Chancellor for Marketing and Communications; Ms. Carole Fox, System Director of Audits and Analysis; Mr. Daniel Harper, Deputy Vice Chancellor for Finance; Ms. Kelly Wintemute, Compliance Officer; Ms. Therese Sternenberg, Assistant Vice Chancellor; Ms. Carol Treadway, Director of Administration; various component campus representatives

Absent

None

Discussion Items

Committee Chair Vernon Reaser called on Dr. Fernando Gomez to present the agenda item.

Dr. Gomez presented TSUS: Approval of Rules and Regulations. The committee voted to move this item to the Consent Agenda.

Adjournment

There being no further business before the Committee, Committee Chair Vernon Reaser adjourned the meeting at 2:21 p.m. CST.

BOARD OF REGENTS MEETING

I. CALL TO ORDER

The Quarterly Board of Regents meeting of The Texas State University System was called to order on Thursday, May 18, 2017 at 12:42 p.m. CST by Chairman of the Board Rossanna Salazar. The meeting was held at Texas State University, 3rd floor LBJ Student Center, 109 Student Center Drive, San Marcos, TX. Noting the presence of a quorum, Chairman Salazar called upon Student Regent McFarland to lead in the United States flag pledge and the Texas flag pledge, and Regent Williams to deliver the invocation.

II. ATTENDANCE

Present

Chairman Rossanna Salazar
Vice Chairman William Scott
Regent Veronica Edwards
Regent Jaime Garza
Regent David Montagne
Regent Vernon Reaser
Regent Alan Tinsley
Regent Donna Williams
Student Regent Dylan McFarland

Absent

Regent Charlie Amato

Also Present

Chancellor Brian McCall, Ph.D.; President Ken Evans, LU; President Dana Hoyt, SHSU; President Bill Kibler, SRSU; President Denise Trauth, TXST; President Lonnie Howard, LIT; President J. Michael Shahan, LSC-O; President Betty Reynard, LSC-PA

III. RECESS TO EXECUTIVE SESSION

Chairman Salazar recessed the Board to Executive Session at 12:43 p.m. CST in accordance with *Chapter 551* of the Texas *Government Code* to discuss legal, real estate and personnel issues.

IV. RECONVENE IN OPEN SESSION

The Board reconvened in open session at 2:52 p.m. CST on Thursday, May 18, 2017.

V. WELCOME REMARKS

Chairman Salazar welcomed all present.

VI. APPROVAL OF MINUTES

Upon motion of Chairman Salazar, seconded by Regent Scott, with all Regents voting aye, it was ordered that the minutes of the quarterly Board of Regents meeting held on February 16-17, 2017 are approved.

VII. ACADEMIC AFFAIRS

Regent Jaime Garza, Chair of the Academic Affairs Committee, presented the following agenda items:

2017-57 LU: New Degree – M.S. in Nutrition

Upon motion of Regent Garza, seconded by Regent Williams, with all Regents voting aye, it was ordered that Lamar University is authorized to offer a fully online 36-hour, non-thesis M.S. in Nutrition within the Department of Family & Consumer Sciences in the College of Education and Human Development. This will be effective Spring 2018, following notification to the Texas Higher Education Coordinating Board and the Commission on Colleges of the Southern Association of Colleges and Schools.

2017-58 SHSU: Degree Program Addition—Bachelor of Science in Environmental Science

Upon motion of Regent Garza, seconded by Regent Tinsley, with all Regents voting aye, it was ordered that Sam Houston State University is authorized to offer a degree program, leading to the Bachelor of Science with a major in Environmental Science, housed within the College of Science and Engineering Technology (11 2503) to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordinating Board.

2017-59 SHSU: Distance Learning—Master of Arts in Mathematics

Upon motion of Regent Garza, seconded by Regent Edwards, with all Regents voting aye, it was ordered that Sam Houston State University is authorized to offer the Master of Arts in Mathematics (27.0101.00) in the Department of Mathematics and Statistics (1895) within the College of Science and Engineering Technology (11 2503) via distance learning at 50% or more as of September 1, 2017.

2017-60 TXST: Add a Doctor of Philosophy Major in Applied Anthropology

Upon motion of Regent Garza, seconded by Regent Edwards, with all Regents voting aye, it was ordered that Texas State University is authorized to add a Doctor of Philosophy major in Applied Anthropology.

2017-61 TXST: Add a Master of Science in Nursing Degree Program via Distance Education

Upon motion of Regent Garza, seconded by Regent Tinsley, with all Regents voting aye, it was ordered that Texas State University is authorized to add a new Master of Science in Nursing major in Leadership and Administration in Nursing degree program via distance education.

2017-62 LSC-O: New Program - Certificate of Completion in Cybersecurity Specialist

Upon motion of Regent Garza, seconded by Regent Williams, with all Regents voting aye, it was ordered that Lamar State College-Orange is authorized to award a Certificate of Completion in Cybersecurity Specialist (30 program hours).

2017-63 TSUS: Certified Enrollment Reports

Upon motion of Regent Garza, seconded by Regent Scott, with all Regents voting aye, it was ordered that the Certified Enrollment Reports for Spring Semester, 2017 for the Texas State University System components are approved.

Regent Garza noted that the following items are found on the Consent Agenda:

- LU: Addition of Marketing Concentration to Online MBA Offerings
- LU: Addition of Port Management Concentration to Online MBA Offerings

- LU: Changes to B.A. in English with Teacher Certification Degree Plan
- LU: Offer Concentration in Public History as Part of Existing Master of History Degree
- LU: Revision of Master Program in Criminal Justice
- SHSU: Certificate Program, Addition—Graduate Certificate in Sociology
- SHSU: Certificate Program, Addition—Graduate Certificate in American History
- SHSU: Certificate Program, Addition—Graduate Certificate in English
- SHSU: Degree Program Title Change, CIP Code Change, and Relocation: Bachelor of General Studies
- SHSU: Degree Title Change—Master of Education in Instructional Technology and Doctorate of Education in Instructional Technology
- SHSU: Change the General Education Core Curriculum
- SHSU: Semester Credit Hour (SCH) Change Request—Master of Education in Administration
- SHSU: Department Name Change—Department of Management and Marketing
- SRSU: Change the General Education Core Curriculum
- TXST: Change the Bachelor of Science in Recreational Administration
- LSCO: Program Modification for CERT Welding Technology
- LSC-PA: Department Name Change – Commercial Music Department
- TSUS: Curriculum Changes
- TSUS: Out-of-State/Out-of-Country Study Course Offerings

These items were voted on and passed under the approval of the Consent Agenda. These items can be found immediately following the meeting minutes.

VIII. FINANCE AND AUDIT

Regent Alan Tinsley, Chair of the Finance and Audit Committee, presented the following agenda items:

2017-64 SRSU: Law Enforcement Academy Fee Increase

Upon motion of Regent Tinsley, seconded by Regent Scott, with all Regents voting aye, it was ordered that Sul Ross State University-Alpine is authorized to increase the fee for the Law Enforcement Academy to \$3,000 per academy effective August 2017.

2017-65 TSUS: Adoption of Investment Pool Resolutions

Upon motion of Regent Tinsley, seconded by Regent Montagne, with all Regents voting aye, it was ordered that the accompanying resolutions for participation in Texas CLASS and LOGIC Investment Pools are adopted.

Copies of the resolutions follow in the Appendix section.

Informational Item - TSUS: Statement of Changes in Fund Balances

The Statement of Changes in Fund Balances was presented as an informational item only. No action was taken.

Informational Item - TSUS: Status of Implementation of Audit Recommendations

The Status of Implementation of Audit Recommendations was presented as an informational item only. No action was taken.

Regent Tinsley noted that the following items are found on the Consent Agenda:

- TXST: Quasi-Endowment - Environmental Flows Professorship at the Meadows Center for Water and the Environment
- TXST: Department of Athletics NCAA Quasi-Endowment
- TSUS: Operating Budget and Related Adjustments

These items were voted on and passed under the approval of the Consent Agenda. These items can be found immediately following the meeting minutes.

IX. PLANNING AND CONSTRUCTION

Regent Bill Scott, Chair of the Planning and Construction Committee, presented the following agenda items:

2017-66 TSUS: Capital Improvements Program (CIP)

Upon motion of Regent Scott, seconded by Regent Williams, with all Regents voting aye, it was ordered that the Capital Improvements Program for fiscal years 2018 through 2023 as presented to the Board are approved and adopted.

2017-67 TSUS: Revision of System Policies and Procedures Manual for Planning and Construction

Upon motion of Regent Scott, seconded by Regent Tinsley, with all Regents voting aye, it was ordered that pursuant to *System Rules and Regulations, Chapter III, Paragraph 1.6*, the attached revision of the System Policies and Procedures Manual for Planning and Construction are approved.

2017-68 TSUS: Amendment to TSUS Process for Public-Private Partnership (P3) Projects

Upon motion of Regent Scott, seconded by Regent Reaser, with all Regents voting aye, it was ordered that the process for Public-Private Partnership (P3) Projects is amended as set forth in the Explanation of this Motion.

Regent Scott noted that the following item is found on the Consent Agenda:

- TSUS: Planning and Construction Report May 2017

This item was voted on and passed under the approval of the Consent Agenda. This item can be found immediately following the meeting minutes.

X. RULES AND REGULATIONS

Regent Reaser, Chair of the Rules and Regulations Committee, noted that the following item is found on the Consent Agenda:

- TSUS: Approval of Rules and Regulations

XI. GOVERNMENTAL RELATIONS

Chairman Salazar called on Regent Montagne, who asked Vice Chancellor Sean Cunningham to make a brief report. Vice Chancellor Cunningham presented a legislative update concerning state and federal issues that have the potential to impact the Texas

State University System. Daniel Harper also presented an update concerning budget negotiations.

XII. CONTRACTS

Chairman Salazar noted that all contracts are on the Consent Agenda and that Dr. Fernando Gomez, Vice Chancellor and General Counsel, is available to answer any questions.

LU: Purchase of Property – 4465 Hartel St., City of Beaumont

Lamar University is authorized to purchase the real property listed below, provided mineral rights are included, to be funded by the Higher Education Assistance Funds at the total project cost of \$59,350.00; subject to approval as to legal form by the Vice Chancellor and General Counsel.

- *The .1492 acres of real property located at*
4465 Hartel St., Jefferson County, Beaumont, TX 77705
LA SALLE L4 B2

SHSU: Authorization to enter into Utility Easement with City of Huntsville across I-45 Agriculture Complex and Holleman Fields – Sam Houston State University in Walker County, Texas

1. Sam Houston State University is authorized to enter into an Easement Agreement with the City of Huntsville for improvement of existing utilities along the north Holleman Fields on Sam Houston State University I-45 Agriculture Complex in Huntsville, Texas.
2. The President or her designee is authorized to accept and execute the Easement Agreement, upon the review and approval as to legal form by the Vice Chancellor and General Counsel.

TXST: Easement Agreement with the City of San Marcos

Texas State University is authorized to grant a reclaimed water line easement agreement to the City of San Marcos and execute all documents and instruments necessary to carry out this transaction.

TXST: Acquisition of 11 acres, Estate of Herold Abel, Jr.

Texas State University is authorized to acquire a tract of undeveloped land from the Estate of Herold Abel, Jr., at a price not to exceed the appraised value, and that the University's Vice President for Finance and Support Services is authorized to execute and accept all documents and instruments necessary to carry out the transaction subject to approval as to legal form by the Vice Chancellor and General Counsel.

TXST: Bobcat Village Apartments Security Alarm Replacement Contract

Texas State University is authorized to enter into an agreement with DG Investment Intern Holdings 2 Inc., DBA as Convergint Technologies LLC, a security system company, to install and maintain a new security system for Bobcat Village Apartments.

TXST: Campus Banking Services Consent

Texas State University is authorized to enter into three agreements with Wells Fargo, upon approval as to legal form by the Vice Chancellor and General Counsel, to provide campus banking services, including:

- 1) The ATM/PIN Debit Bobcat Card Program;
- 2) A Lease Agreement for two on-campus ATMs; and,
- 3) A Lease Agreement for a branch bank facility at the LBJ Student Center.

All contract items were passed under the Consent Agenda and can be found following the meeting minutes.

XIII. PERSONNEL

Chairman Salazar asked for motions regarding the Personnel items from the Board members.

2017-69 TSUS: Delegation of Authority to Implement Fiscal Year 2018 Compensation Adjustment for the Chancellor

Upon motion of Regent Garza, seconded by Regent Montagne, with all Regents voting aye, it was ordered that the Chair of the Board of Regents is authorized to finalize Fiscal Year 2018 compensation negotiations with the Chancellor and to communicate the same to the Vice Chancellor for Finance for implementation into the Fiscal Year 2018 Budget.

2017-70 TSUS: Delegation of Authority to Implement Fiscal Year 2018 Compensation Adjustment for the Director of Audits and Analysis

Upon motion of Regent Williams, seconded by Regent Garza, with all Regents voting aye, it was ordered that the Chair of the Finance and Audit Committee is authorized to finalize Fiscal Year 2018 compensation negotiations with the Director of Audits and Analysis and to communicate the same to the Vice Chancellor for Finance for implementation into the Fiscal Year 2018 Budget.

Chairman Salazar noted that the following item is found on the Consent Agenda:

- TSUS: Personnel

This item was voted on and passed under the approval of the Consent Agenda. This item can be found immediately following the meeting minutes.

XIV. MISCELLANEOUS

2017-71 SHSU: Delegation of Authority to Resolve *SHSU v. American Campus Communities* Litigation

Upon motion of Regent Montagne, seconded by Regent Scott, with all Regents voting aye, it was ordered that the President of Sam Houston State University, upon the advice of legal counsel, take such actions as she judges reasonable and necessary to mediate and, if possible, settle the *SHSU v. American Campus Communities* litigation.

A walk-on item on the miscellaneous agenda was considered:

2017-72 SHSU: Approval to Finalize Gift and Transfer of Land at Grand Central Park to Texas State University System on behalf of Sam Houston State University

Upon motion of Regent Scott, seconded by Regent Garza, with all Regents voting aye, it was ordered that the Chancellor and the President of Sam Houston State University, upon the Vice Chancellor and General Counsel's review and input as to legal form, is authorized to execute documents related to the gift and transfer of land located at Grand Central Park from Johnson Development Corporation to the Texas State University System, for the purpose of building a university health science center.

2017-73 SRSU - Alpine: Naming of Zuzu Verk Memorial Amphitheater

Upon motion of Regent Williams, seconded by Regent Tinsley, with all Regents voting aye, it was ordered that Sul Ross State University is authorized to name the outdoor amphitheater the Zuzu Verk Memorial Amphitheater.

2017-74 SRSU: Mission Statement Change

Upon motion of Regent Reaser, seconded by Regent Scott, with all Regents voting aye, it was ordered that Sul Ross State University is authorized to change its mission statement to reflect its current stature as a comprehensive Master's degree granting, multi-campus university, providing on-site and distance education with an international vision and core values that include excellence, ethics and integrity, diversity and inclusiveness, leadership and service.

2017-75 TXST: Amend Bylaws of Emmett and Miriam McCoy College of Business Administration Development Foundation

Upon motion of Regent Tinsley, seconded by Regent Williams, with all Regents voting aye, it was ordered that the Board of Regents approve the amendment to the bylaws of the Emmett and Miriam McCoy College of Business Administration Development Foundation.

2017-76 TSUS-Foundation: Amendment of *Bylaws*

Upon motion of Regent Reaser, seconded by Regent Tinsley, with all Regents voting aye, it was ordered

1. The attached amendments to the Bylaws of the Texas State University System Foundation are approved; and,
2. The address change reflected in Article I, Section 2 be effective until the Foundation's move to O.Henry Hall, after which the address stated in the Bylaws shall be: 601 Colorado Street; Austin, Texas 78701, or such other address as may be assigned by the United States Postal Service.

Chairman Salazar noted that the remaining agenda item under the miscellaneous section will be heard on Friday, May 19, 2017.

Chairman Salazar noted that the following item is found on the Consent Agenda:

- TSUS: Gifts

This item was voted on and passed under the approval of the Consent Agenda. This item can be found immediately following the meeting minutes.

XV. RECESS

At 3:40 p.m. CST, Chairman Salazar recessed the meeting until the following morning.

XVI. RECONVENE

The Quarterly Board of Regents meeting of the Texas State University System was reconvened on Friday, May 19, 2017 at 10:26 a.m. CST by Chairman of the Board Rossanna Salazar. The meeting was held at Texas State University, 3rd floor LBJ Student Center, 109 Student Center Drive, San Marcos, TX. A quorum was present.

XVII. ATTENDANCE

Present

Chairman Rossanna Salazar
Vice Chairman William Scott
Regent Veronica Edwards
Regent Jaime Garza
Regent David Montagne
Regent Vernon Reaser
Regent Alan Tinsley
Regent Donna Williams
Student Regent Dylan McFarland

Absent

Regent Charlie Amato

Also Present

Chancellor Brian McCall, Ph.D.; President Ken Evans, LU; President Dana Hoyt, SHSU; President Bill Kibler, SRSU; President Denise Trauth, TXST; President Lonnie Howard, LIT; President J. Michael Shahan, LSC-O; President Betty Reynard, LSC-PA

XVIII. STUDENT ADVISORY BOARD (SAB) REPORT

Chairman Salazar asked each president to introduce his or her respective students to the Board. The SAB President reported to the Board. The SAB report included a welcome and a written report distributed to the Regents outlining items of importance to the students including the Student Regent Scholar and the Texas State University System Student Regent.

XIX. MISCELLANEOUS

A walk-on item on the miscellaneous agenda was considered:

2017-77 TSUS: Resolution Honoring Student Regent Dylan Jay McFarland

Upon motion of Regent Salazar, seconded by Regent Scott, with all Regents voting aye, it was ordered that the following resolution is adopted in recognition of Student Regent Dylan Jay McFarland.

Resolution

Resolution Honoring Student Regent Dylan Jay McFarland

WHEREAS, Dylan Jay McFarland, a graduate of the Distinguished Achievement Program at Frisco High School in Frisco, Texas, learned well the values of honesty, determination and hard work from his parents, Raymond and Janina; and,

WHEREAS, Dylan Jay McFarland received his Bachelor of Arts (2017) in Criminal Justice from Sam Houston State University, excelling as a student and earning many honors and awards, including the Creager Award (2017) for a graduating senior who had

the greatest impact on SHSU; Recipient of a Sam Houston State University Alumni Association Lifetime Membership; the Student Government Association's Rising Star Award (2014-2015); Sammy Awards for Outstanding First Year Student Leader (2015) and Outstanding Sophomore Student Leader (2016); consistently making the Dean's List and the President's List throughout his academic career; and,

WHEREAS, Dylan Jay McFarland, upon the recommendations of the Student Government Association, University President Dana Hoyt and System Chancellor Brian McCall, earned Governor Greg Abbott's appointment to this Board as a Student Regent, serving from June 1, 2016 through May 31, 2017; and,

WHEREAS, Dylan Jay McFarland has generously given time, energy and effort to his university and community, serving in the following roles: Student Government Association as Vice President and Treasurer (2016), Chief and Senator 2015-2016); Bearkat-All-Paws-In Director (2016); Elliott T. Bowers Honors College Member and Ambassador (2014-2017); and Orange Key University Ambassador (2016-Present); and,

WHEREAS, Dylan Jay McFarland has well served this Board, its institutions and students, serving first as an interim member of the Student Advisory Board (2016) and later as a Student Regent, devoting considerable time and effort to his regent's duties; offering insightful comments on the complex financial, academic, legal, and policy issues before the Board; and ably representing this Board and Sam Houston State University; and,

WHEREAS, Dylan Jay McFarland possesses exceptional personal qualities: maturity, professionalism, a desire to learn from and mentor other people, a strong work ethic, and a willingness to serve others;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of the Texas State University System enthusiastically and unanimously adopt this Resolution, recognizing Dylan Jay McFarland as among the best and brightest of his generation of students and thanking him for his exceptional service to The Texas State University System, its component institutions, their students, faculty and staff.

Adopted by the Board of Regents of the Texas State University System this nineteenth day of May, 2017

XX. CAMPUS UPDATE

Chairman Salazar called on Dr. Eugene Bourgeois to present a campus update for Texas State University.

XXI. TSUS FOUNDATION UPDATE

Mr. Mike Wintemute, Executive Director of the Foundation, made a presentation to the Board regarding the current status of Foundation funds, awards and scholarships.

XXII. CONSENT AGENDA

Chairman Salazar asked if there were any items that Regents wanted to remove from the Consent Agenda. No items were removed from the Consent Agenda.

2017-78 TSUS: Approval of Consent Agenda

Upon motion of Regent Salazar, seconded by Regent Scott, with all Regents voting aye, it was ordered that all items in the Consent Agenda are approved.

XXIII. GENERAL MOTIONS

2017-79 TSUS: Approval of Future Board Meetings

Upon motion of Regent Salazar, seconded by Regent Tinsley, with all Regents voting aye, it was ordered that the future quarterly Board meetings be scheduled as follows:

February 15-16, 2018	Lamar University
May 24-25, 2018	Texas State University
August 16 -17, 2018	Austin
November 15 -16, 2018	Sam Houston State University

Chairman Salazar outlined one general informational item regarding the schedule of upcoming board meetings:

August 17-18, 2017	Sul Ross State University
November 16-17, 2017	Sam Houston State University

XXIV. PUBLIC COMMENTS

Chairman Salazar called for public comments. There were no public comments.

XXV. ADJOURNMENT

Chairman Salazar adjourned the meeting at 11:03 a.m. CST.

Attested by:
Brian McCall, Ph.D.
Chancellor and Secretary to the Board

CONSENT/APPENDIX

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 16-17, 2017	Sam Houston State University
February 15-16, 2018	Lamar University
May 24-25, 2018	Texas State University
August 16 -17, 2018	Austin
November 15 -16, 2018	Sam Houston State University

**Texas State University System
Academic Affairs**

*Jaime Garza, Chair
Rossanna Salazar
Veronica Edwards*

3. Academic Affairs

- 3. A. LU: New Degree – B.S. in Computer Game Development
- 3. B. LU: New Degree – MS in Management Information Systems/Enterprise Systems
- 3. C. SHSU: Degree Program Addition—Doctor of Osteopathic Medicine
- 3. D. LSCO: New Program – Able-Bodied Seaman Certificate
- 3. E. LSCPA: New Degree - Associate of Applied Science Degree in Drafting
- 3. F. TSUS: INFORMATIONAL: Enrollment Report Preliminary Summer 2017
- 3. G. Academic Affairs CONSENT Agenda
- 3. H. LU: CONSENT: Create Public Relations Certificate Program
- 3. I. LU: CONSENT: Revision of M.Ed. in Special Education to include Specialization Track in Educational Diagnostician
- 3. J. LU: CONSENT: Waive GRE Requirement for Engineering Graduate Applicants Who Have Passed FE Examinations
- 3. K. LU: CONSENT: Addition – Certificate Program in Educational Diagnostician
- 3. L. LU: CONSENT: Changes to B.A. in American Sign Language with Teacher Certification Degree Plan
- 3. M. LU: CONSENT: Changes to Ed.D. in Deaf Studies and Deaf Education
- 3. N. LU: CONSENT: Create Undergraduate Certificate in Sports Journalism and Media
- 3. O. LU: CONSENT: Expansion of M.S. in Speech-Language Pathology Program from 36 to 39 Semester Credit Hours
- 3. P. LU: CONSENT: Offer Additional Degree Options for Existing Online Programs
- 3. Q. LU: CONSENT: Offer Emphasis in the Kodály Approach to Music Education as Part of the Music Education Concentration of the Existing Master of Music Degree
- 3. R. LU: CONSENT: Program Change – M.Ed. Educational Administration from 36-hour degree to 30-hour degree
- 3. S. TXST: CONSENT: Add a Bachelor of Arts Major in Dance as a Degree Option in the Existing Dance Program
- 3. T. TXST: CONSENT: Change the Master of Arts Major in Adult Education
- 3. U. LSCO: CONSENT: New Program – Institutional Award in Emergency Medical Technician-Intermediate

- 3. V. LSCPA: CONSENT: Change the General Education Core Curriculum
- 3. W. LSCPA: CONSENT: Changes to AAS Degree in Commercial Music
- 3. X. LSCPA: CONSENT: Changes to AAS Degrees and Certificates
- 3. Y. LSCPA: CONSENT: Changes to the AAS Degree in Drug and Alcohol Abuse Counseling
- 3. Z. TSUS: CONSENT: Curriculum Changes
- 3. AA. TSUS: CONSENT: Out of Country Study Programs

LU: New Degree – B.S. in Computer Game Development

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

Lamar University be authorized to offer a 120-hour B.S. in Computer Game Development within the Department of Computer Science in the College of Arts and Sciences. This will be effective Spring 2018, following notification to the Texas Higher Education Coordinating Board and the Commission on Colleges of the Southern Association of Colleges and Schools.

Explanation

The U.S. computer and video game industry generated \$30.4 billion in revenue in 2016, according to data from the Entertainment Software Association (ESA), an increase from the 2015 figure of \$30.2 billion. According to the ESA, the U.S. games industry is one of the nation's fastest growing economic sectors with Texas ranked number two behind only California for top states in the industry by number of industry employees. The 2014 economic contribution to Texas was estimated by ESA at \$764.9 million as a result of nearly 18,000 jobs in the state related to the games industry.

In Texas, a few public universities have sought to attract students with bachelor's level games-related degrees with some success such as the B.A. Arts and Technology program at University of Texas at Dallas (UTD), which boasts several hundred undergraduates enrolled. Two others are the B.A.A.S. Digital Gaming & Simulation degree at University of Houston and the B.S. Digital Media degree offered by Texas A&M. The common feature of these degrees is they focus heavily on art and design and do not contain the core components typically found in a traditional computer science degree. Students graduating from these programs do not necessarily have the preparation necessary to land jobs as programmers in a games studio.

The degree proposed here is similar to one offered by University of Southern California, which has been ranked the top computer science game development degree in the U.S. This degree represents a unique program to Texas, providing preparation for computer science majors who specifically want to enter the computer games industry as well as related fields that use the same technology such as simulation and serious-games (computer game software not intended solely for entertainment purposes). We expect this program to attract many resident students who now go out of state to obtain a similar degree in addition to out-of-state students – given that Texas ranks second in the nation in games industry jobs, the state is an attractive location to start a career.

Objectives

In addition to the skills that computer science students typically learn, graduates of this program will be able to:

- Create software for computer games, both for entertainment and non-entertainment
- Understand the technology necessary to create high performance real-time interactive graphics software for a wide range of applications including games
- Design the software systems necessary for large multimedia applications
- Communicate effectively with artists and designers the technical requirements for artwork used in computer games

To support this new degree program, the TSUS Board of Regents has also been asked to approve 2 new courses (CPSC 3350, 3355).

Below is a list of the computer game development-specific courses that will be taught in the B.S. in Computer Game Development degree including the newly proposed courses and preexisting courses.

COSC 1324 – Introduction to Computer Game Development

This course is an introduction to computer game development. Topics include historical context, content creation methods, industry trends, production and game testing. The course will cover how to use specific content creation software. The computer game industry is the fastest growing segment of the entertainment market and an excellent field for career advancement.

COSC 2324 – Mobile Computer Game Development

This course is an introduction to mobile game development using the Android operating system. Prior programming experience, especially in Java, is required. Topics include graphics, audio, user interfaces and development tools.

COSC 4324 – Computer Game Development I

This is an introductory course in graphics and game programming using C++ and Microsoft Windows. Prior programming experience, especially in Java or C++, is required. C++ will be taught for students without prior C++ experience. No prior graphics or game programming experience is needed.

COSC 4325 – Computer Game Development II

A continuation of COSC 4324/5324 with an emphasis on advanced techniques for 3D game development including indoor rendering, animation techniques and networking.

CPSC 3350 – 3D Modeling for Computer Graphics

This introductory course in three-dimensional (3D) modeling covers techniques for creating content designed for use in real-time computer graphics applications using appropriate software with emphasis on computer games. Topics include mathematical foundations, 3D file formats, creation and modification of 3D geometric shapes, surface texturing, lighting, rendering and a survey of current software tools and techniques

CPSC 3355 – 3D Animation for Computer Graphics

This introductory course in three-dimensional (3D) animation covers techniques for programming in C++ and creating content designed for use in real-time computer graphics applications using appropriate software with emphasis on computer games and character animation. Topics include rigid versus non-rigid body animation, skeletal techniques, morphing, kinematics, animation blending, key framing, timecoding, motion capture, lip sync, synchronization methods, file formats and a survey of current software tools and techniques.

Below is a list of all courses required for this degree

Degree Courses (total hours: 71)

COSC 1336	Fundamentals I
COSC 1173	Fundamentals I Lab
COSC 1172	Think Speak, Write
COSC 1337	Fundamentals II
COSC 1174	Fundamentals II Lab
COSC 2375	Discrete Structures
COSC 2336	Fundamentals III
COSC 2372	Computer Organization Assembly Language
COSC 3304	Algorithm Analysis
CPSC 4317	Networks
COSC 3306	C++ Programming
COSC 3308	Programming Languages
COSC 3325	Law & Ethics
COSC 3302	Theory
COSC 4302	Operating Systems
CPSC 4360	Software Engineering
COSC 4310	Architecture

COSC 4272 Senior Assessment
CPSC 4370 Artificial Intelligence
COSC 4319 Computer Graphics

Game development-specific Degree courses

COSC 1324 Intro Game Dev
COSC 2324 Mobile Game Dev
COSC 4324 Game Dev I
COSC 4325 Game Dev II
CPSC 3350 3D Computer Modelling & Animation I (new course)
CPSC 3351 3D Computer Modelling & Animation II (new course)

Math Courses (total hours: 10)

MATH 2413 Calculus I
MATH 3328 Linear Algebra
MATH 3370 Probability & Statistics

Other Core Courses (total hours: 38)

ENGL 1301
ENGL 1302
Language, Philosophy & Culture Elective (3 hours)
HIST 1301
HIST 1302
POLS 2301
POLS 2302
Social Science Elective (3 hours)
Communication | Modern Languages Elective (3 hours)
Creative Arts Elective (3 hours)
Lab Science (4 hours)
Lab Science (4 hours)

Electives (total hours: 1)

1 hours

TOTAL HOURS: 120

LU: New Degree – MS in Management Information Systems/Enterprise Systems

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

Lamar University be authorized to offer a 30 hour, STEM certified, both face-to-face and online Master of Science Program in Management Information Systems with an emphasize in Enterprise Systems within the Department of Information Systems and Analysis in the College of Business. This will be effective Fall 2018, following approval from the Texas Higher Education Coordinating Board and the Commission on Colleges of the Southern Association of Colleges and Schools.

Explanation

The Master of Science in MIS/ES will be a 30-hour STEM program designed to provide students with the necessary technical skills to solve business problems. The program, offered both face-to-face and online, is specially positioned toward exposing students to Enterprise Systems thereby offering them a competitive edge in the global job market. The students graduating from this program will work as Business Analysts, ERP (Enterprise Resource Planning) Consultants, Business Intelligence Designer, Systems Analysts, Data Analysts, etc. This program will affect Lamar University on the goal of improvement in enrollment by enhancing the existing curriculum that will attract both domestic and international students.

Objectives

Currently, we offer six graduate MIS courses in different concentrations in the MBA program. Students from various disciplines benefit from taking these courses establishing the demand for Enterprise Systems based courses. Since the Enterprise Systems based jobs are in demand, and no other peer schools have an MS in MIS/ES program, the Department office gets numerous inquiries from prospective graduate students inquiring about if an MS program is in place. Also, it can be inferred that the target market will consist of domestic IT industry employees, business professionals working with enterprise systems, and MIS students from the UG programs of other business schools. The face-to-face program is expected to attract international students from countries where Enterprise Systems are in demand and are in the early stages of implementation. Specifically, the objective of an MS in MIS/ES will be to provide a clear and distinctive opportunity to students to enter into a professional career as Enterprise Systems consultant and/or Business Analyst.

To support this new degree program, Lamar University is requesting to include the following courses for the new master's in Management Information Systems/Enterprise Systems.

MISY 5340 ERP Overview

This course will provide you an overview of the fundamental business processes and enterprise resource planning (ERP) systems used to run organizations. The course will begin with an overview of business processes across the supply chain and then show how integrated processes create value, and, finally, the last third of the semester will be spent to demonstrate how these integrated processes fit into ERP systems by assigning you to participate in an ERP simulation system (ERPsim) strategy game.

MISY 5350 ERP E-Commerce

Organizations find the need to develop custom "front end" web based applications to add functionality to and make their ERP systems more user friendly. This course will provide you with the conceptual foundation as well as hands on experience at developing these web based applications. The course

teaches SAP NetWeaver and SAP Visual Composer. With SAP NetWeaver Portal, you can quickly and effectively integrate SAP solutions, third-party applications, legacy systems, databases, unstructured documents, internal and external Web content, and collaboration tools. SAP Visual Composer is a powerful design tool that facilitates the creation of portal content using a graphical user interface, rather than manually writing code. It provides sophisticated, yet simple-to-use tools for creating portal iViews that process data from back-end systems such as R/3 and BW, as well as external sources such as relational databases and Web services.

MISY 5360 Business Intelligence

This course will expose you to business intelligence, defined as the user-centered process of exploring data, data relationships and trends - thereby helping to improve overall decision making. This involves an iterative process of accessing data (ideally stored in the data warehouse) and analyzing it- thereby deriving insights, drawing conclusions and communicating findings - to effect change positively within the enterprise. BI comprises four major product segments: interactive query tools, reporting tools, advanced Decision Support Systems, and Executive Support Systems. In this course, we will use SAP Business Information Warehouse (SAP BW), a major enterprise software applications for Business Intelligence, analytical, reporting and Data Warehousing (DW) solution.

MGMT 5370 Supply Chain Management

The primary objective of this course is to provide you with an integrative view of the purchasing and logistic functions and the role they play in the overall operations of the organization. The use and applications of information systems (SAP ECC) in the purchasing and logistic functions is included in the course. The information system will provide a foundation for the understanding of the integrative nature of the business organization today.

MISY 5330 Healthcare Information Systems

This course addresses issues in the development, integration, and management of health care information systems. Specifically, topics in patient care systems, health care delivery applications, advances in health informatics and telematics, and health information resources management will be discussed.

MISY 5370 Data Mining and Predictive Analytics

This course introduces students to the concepts of business analytics. Business Analytics helps professionals make informed decisions based on data. Students will use data visualization and data mining techniques such as clustering, classification, association, forecasting, and sequencing to discover hidden trends in data sets. Students will also use predictive analytics to anticipate future behavior to help make decisions that lead to desired goals. Students will gain hands-on experience with the latest predictive analytical tools from SAP.

MISY 5320 Information Assurance and Security

This course will provide the student the opportunity to learn about the elements comprising Information Assurance and Security. Information Assurance and Security is a topic of increasing importance for many organizations as threats to computer and network systems continue to increase and evolve. It is imperative that the information organizations store in their systems be protected from unauthorized disclosure, modification, or destruction. This course provides an in-depth presentation of information assurance concepts, terminologies, models and practices. The topics covered in this course include but not limited to: Organizational Security Management, Cryptography, Physical Security, Infrastructure Security, Intrusion Detection Systems, Network Security and Risk Management. Various software tools will be introduced to enhance students' hands-on capabilities. This course can effectively help the students prepare for CompTIA Security+ certificate exam.

MISY 5300 Database Management Systems

This course covers design, implementation, and management of database systems. First, the students will learn the database design concepts which are vital to building an error-free database. Then, the

students will learn the physical implementation of a database design with software such as MS Access, Oracle 12g and SQL (Structured Query Language). Lastly, students will learn database management issues such as transaction management and concurrency control, database performance tuning and query optimization, and database administration and security.

MISY 5315 Introduction to Programming for Business Solutions

This course introduces students to programming logic and syntax as well as computational thinking and problem solving. Students will be able to apply elementary programming concepts including the use of variables, loops, decision logic, functions, data types, and simple object oriented concepts. The course deals with introductory concepts in object-oriented/event driven computer programming by developing Windows applications using Visual Basic within the Visual Studio Integrated Development Environment (IDE). The course also introduces students to the development platform within SAP, Advanced Business Application Programming (ABAP) and its built-in IDE the ABAP Workbench. Students will develop solutions and create programs to solve business problems. No prior programming experience is required for this class.

MISY 5310 IT Project Management

The student who successfully completes this course should understand the genesis of project management and its importance to improving the success of information technology projects. Students must demonstrate knowledge of project management terms and techniques such as: the triple constraint of project management, project management knowledge areas and process groups, project life cycle, tools and techniques of project management (for example: project selection methods, work breakdown structures, network diagrams and critical path analysis, cost estimates, and earned value analysis). Students would learn to use the current version of Primavera P6 Professional Project Management software to help plan and manage an IT project.

BUAL 5380 Managerial Decision Making

With today's technology, companies are able to collect tremendous amounts of data with relative ease. However, the data are usually meaningless until they are analyzed for trends, patterns, relationships, and other useful information. The course will provide you with a variety of methods to help you analyze data sets and uncover important information. However, data analysis is often only the first step in solving a problem. Acting on the analysis to make good decisions is the critical next step.

MISY 5380 Enterprise Systems/CRM

This course will expose students to the concepts, capabilities, and the benefits of CRM, how CRM can be used by companies for customer acquisition, retention, and development, and how to implement CRM using the recent-most technologies. The course will cover various aspects of Operational, Strategic, and Analytical CRM.

SHSU: Degree Program Addition—Doctor of Osteopathic Medicine

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

Sam Houston State University be authorized to offer a degree program and associated new course additions, leading to the Doctor of Osteopathic Medicine, housed within the College of Osteopathic Medicine to be implemented upon final approval by the TSUS Board of Regents, the Texas Higher Education Coordinating Board, the Commission on Osteopathic College Accreditation, and the Southern Association of Colleges and Schools Commission on Colleges with the first class to begin in Fall 2020.

Explanation

Sam Houston State University (SHSU) proposes a 231 semester credit hour Doctor of Osteopathic Medicine degree, within the College of Osteopathic Medicine, with a focus on improving the physician workforce in East Texas as defined by Texas Area Health Education Center (AHEC) East. The Sam Houston State University College of Osteopathic Medicine (SHSU-COM) has a mission to prepare students for the degree of Doctor of Osteopathic Medicine with an emphasis toward primary care and other needed specialties and to have them become culturally aware and compassionate physicians who follow the principles of osteopathic medicine. We will also work to ensure that students are prepared to enter graduate medical education programs (residency and fellowship) as required for licensure and specialty focus and to serve the people of Texas with professionalism and patient-centered care.

The proposed medical program will be characterized by the following unique and innovative practices:

1. The SHSU College of Osteopathic Medicine will focus on providing primary care physicians to underserved regions of East Texas.
2. Emphasis will be placed on recruiting students that live in underserved medical regions.
3. The recruitment strategy will create a pipeline for qualified TSUS students and will pre-admit candidates that are from and likely to return to these underserved regions.
4. Students will start their clinical training with basic EMT type instruction; costs are under review to determine the ability to offer certification coursework.
5. Practitioners in the community will mentor first-year students.
6. The integrated curriculum will sequence presentations on basic science concepts with direct linkages to clinical applications.
7. The curriculum will utilize an innovative Problem-Based-Learning (PBL) process where students work through clinical scenarios in small groups along with a clinical facilitator.
8. A team based care model will be reinforced through a robust inter-professional education program with other disciplines (e.g., nurses, pharmacists, psychologists, and other allied health professionals).
9. Anatomy will be taught through a combination of regional dissection, directed prosection, and virtual dissection.
10. There will be Objective Structured Clinical Exams (OSCE's), utilizing standardized patients in all areas of training, including preparation for clerkships and residency.
11. A business officer will assist with the development of a viable practice plan as well as the development of structured contracts to help support the college.

12. The curriculum will stress the development of practical hands-on skills that will serve the students well as they enter their graduate education and residencies as culturally aware and empathetic physicians.
13. Given the cost of medical studies, students will receive money-management information and counseling.

The osteopathic values and those of Sam Houston are in close alignment. The osteopathic philosophy recognizes the importance of treating illness within the context of the whole body and, like SHSU, embraces life-long learning and service, an educational approach and practice that stimulates critical thinking beyond a certain place or time. In order to promote this state-of-mind, Sam Houston State focuses on creating an environment that supports and propagates intellectual, career and professional development within an inclusive community, a perfect environment for osteopathic education.

At the center of SHSU's strategic plan is a vision of being the "best at educating the next generation of professionals" through academic excellence, student success, innovation focus, operational efficiency, and enduring traditions. SHSU strives to attain that vision through its mission of "[providing] high quality education, scholarship and service to qualified students for the benefit of regional, state, national, and international constituencies."

The College of Osteopathic Medicine is a natural fit for Sam Houston State University, supporting and enhancing the institution's vision, mission, and institutional strategies on all fronts. The University prides itself in attracting students from diverse backgrounds, underrepresented groups, many of them first-generation college attendees, and has an environment that provides opportunities for success for its students. The addition of a College of Osteopathic Medicine focusing on underserved and underrepresented populations will enhance the University's current efforts in those strategies.

Further, with the culture of cooperation that exists between colleges and programs at SHSU, the COM will add another aspect to the academic environment in which the cooperative nature will be stimulating for both the COM and the University community at large. In addition to the existing research facilities and culture of scientific inquiry, there are a number of programs that would allow for collaborative research. The SHSU College of Health Sciences has bachelor's programs in Public Health, Nursing, Athletic Training, Food Science and Nutrition among others, and Master's degree programs in Health, Kinesiology, Dietetics, and Family and Consumer Sciences. Opportunities for intra-professional education and collaborative research are readily available.

The first two years of the program are spent largely in the classroom, using didactic, lecture, and hands-on training with patient simulation and physical exam skills sessions, including osteopathic manipulative medicine. The third and fourth year curriculum involves clinical clerkship experiences in hospitals and clinics with 4-week block rotations in specific areas of medicine as well as elective rotations. Assessment is accomplished using the Comprehensive Osteopathic Medical Achievement Test (COMAT), produced by the National Board of Osteopathic Medical Examiners, which is administered at the end of core rotations as well as preceptor evaluations for each clinical experience.

The clinical years will be spent in community-based settings at community hospitals, rural and critical access hospitals, and clinics that provide care to underserved populations, including community mental health services and federally qualified health centers (FQHCs). Providing educational experiences in these facilities will imprint the importance of caring for Texas area

populations in need of physicians. Selecting qualified students from these areas with the expectation of their return to the area to practice will be a major part of SHSU-COM's workforce strategy.

The demand for medical education is growing nationally and remains strong in Texas. As a state with one of the highest population growth rates and an aging population, Texas is estimated by the Robert Graham Foundation to need over 6200 additional primary care physicians by 2030. This is in addition to other specialties, particularly those outside of primary care that are already in short supply, such as General Surgery and Psychiatry.

Sam Houston State University has investigated the physician workforce needs in Texas in its process of deciding to develop a college of medicine. SHSU has opted to pursue awarding the Doctor of Osteopathic Medicine degree due to its findings of types of physicians most needed in Texas and the SHSU philosophy of meeting the State's other workforce needs in their existing degree programs. Osteopathic physicians are more likely to practice in rural communities than their MD counterparts not only nationally (but specifically in Texas). Additionally, the 2016 Osteopathic Medical Professions Report by the American Osteopathic Association found that among osteopathic physicians, over 56% were in primary care specialties. This preponderance selecting of primary care and needed specialties by students in Colleges of Osteopathic Medicine is partly the result of student choice—students who want to practice in primary care are specifically selecting Osteopathic Medical Colleges for their education.

As the College of Osteopathic Medicine will be focused on the physician workforce needs of the state of Texas, the college will be recruiting undergraduate students from rural and underrepresented minority backgrounds for matriculation. Among osteopathic physicians, statistics showing the higher rate of selecting primary care as a career, the increased likelihood of providing care to underserved populations, and locating practice in rural locations are key to making a difference in many underserved Texas communities. SHSU's success in attracting and successfully graduating underrepresented and minority students will be essential to creating a milieu for similar success in attracting similar student populations into medical education. SHSU intends to accomplish this by:

- selecting qualified students from underrepresented groups, such as underrepresented minority students and students from rural and urban underserved areas in East Texas who are more likely to return to their communities;
- encouraging students to select primary care during matriculation by
 - maintaining a core faculty and medical school leadership consisting of primary care physicians,
 - providing early primary care clinical experience,
 - facilitating clinical experience in underserved and rural primary care sites,
 - showing respect for primary care specialties, and
 - establishing partnerships with primary care organizations;
- encouraging students to select training in the non-primary care specialties most needed in the state such as general surgery and psychiatry;
- continuing to monitor the physician workforce needs of Texas for changes;
- following students as they select residency training in an effort to gauge success in maintaining the stated mission;
- following graduates at 5-year intervals to assess continuing in primary care or high need specialties when selected as initial residency training; and

- incorporating pipeline strategies and other methods into the selection process to ensure Texas physician workforce needs are met.

Texas has a current shortage of physicians, which is expected to worsen with the aging of “baby boomers” who will require a larger physician workforce; the naturally occurring population growth; in-migration to the state from other areas of the country; and the retirement of physicians currently in the workforce. Twenty-five percent of practicing Texas physicians are age 60 or older. Many primary care physicians are being recruited to “hospitalist” positions, taking them out of the outpatient setting and away from preventive care, which is known to improve the health of a community and reduce the need for hospitalization. Additionally, the population growth in the state will further strain the physicians practicing in Texas. According to the 2015 State Physicians Workbook (Association of American Medical Colleges, 2014 data), compared to other U.S. states:

- Texas ranks 42nd for number of active patient care physicians per 100,000 population.
- Texas is ranked 48th for the number of active patient care General Surgeons per 100,000 population, ranked only above Utah and Nevada.
- Texas is ranked 47th in the number of active patient care primary care physicians per 100,000 population.
- Texas has 38,437 physicians with the MD degree (66.8%), 14,438 International Medical Graduates (25.1%), and 4,098 physicians with the DO degree (7.1%). This is significant in that DO graduates are more likely to select primary care residencies for their Graduate Medical Education training, to provide care to underserved populations, and to remain in primary care throughout their careers.
- Texas is ranked 32nd for number of medical students per 100,000 population, which is dire given the rapid population growth in Texas, being the second highest in the nation and at twice the average US rate (US Census data).

There are also statistics related specifically to osteopathic medical education in Texas. These include:

- Of the six states with public universities that grant the Doctor of Osteopathic Medicine degree, Texas ranks 6th out of 6 in the number of DO graduates from a public university.
- Of the 27 states that have graduates of osteopathic medical schools, Texas ranks 26th in the number of osteopathic medical school enrollees per 100,000 population, who are more likely to select the specialties in short supply in Texas.

The following factors illustrate a clear demand for creating opportunities for students to attend medical school in Texas: a) the lack of a sufficient number of active patient care physicians in the state; b) the insufficient number of Texas medical students in a state with a rapidly growing population; and c) the limited number of DO graduates, who would more likely serve underserved populations and practice in primary care specialties.

Currently, Texas has one college of osteopathic medicine that has graduated students, the University of North Texas Health Sciences Center, Texas College of Osteopathic Medicine in Fort Worth, which is located 230 miles from the proposed SHSU-COM. The Texas College of Osteopathic Medicine at present has approximately 920 students enrolled. They received 3,718 applications for 232 positions with 3,016 of them coming from Texas residents and conducted

over 700 interviews for candidates who met their requirements for admission. One hundred percent of their graduating class successfully entered a Graduate Medical Education (GME) program. The University of the Incarnate Word in San Antonio has received provisional COCA accreditation and is planning to admit its first class of 150 students in 2017. Therefore, given the number of applications and interest in Osteopathic Medical Education in the state, clearly the need for a third College of Osteopathic Medicine is demonstrated and sustainable.

The student demand for medical education in general is traditionally high. U.S. medical school applications have increased from 42,315 in 2007 to 53,042 in 2016. During that same period, applications by Texas residents increased from 3,463 to 4,531. Most medical schools receive many more applications than the number of positions that they have in the entering class. Data from the Texas Medical and Dental Schools Application Services reported 5,701 applicants for Texas medical schools (MD and DO) for only 1,723 positions. Since, when compared to other states, Texas has a lower percentage of osteopathic medical school positions than LCME (Liaison Committee on Medical Education) medical school positions, there is specific demand for this type of program in Texas. Given that a college of osteopathic medicine is predicted to produce more physicians that match the workforce needs of Texas, there are candidates specifically looking for the education that SHSU-COM would provide (Osteopathic Medical Profession Report, 2016, AOA).

There is an increasing interest among medical students in the U.S. for a social mission in medical education. This is exemplified by increased participation in the “Beyond Flexner” movement out of the Department of Health Policy at George Washington University in Washington, DC, and based on their ranking of social mission in medical schools. Students are applying to medical schools that promote exactly what SHSU-COM is intending to create. We believe that focusing on a social mission in the educational experience, something that SHSU has done in its other disciplines, will make the COM more attractive to primary care focused students. Medical schools with a social mission that train students to care for underserved populations have a positive association with intention for students to practice in underserved areas and successful recruitment of underrepresented populations.

The primary care leadership of the medical school, the location outside of a major urban center, and the community and rural hospital focus are also attractive and will increase the probability that a student who enters a program with a primary care focus will continue with that desire through his or her medical school experience. It is clear that subspecialty focused medical schools have a negative effect on students entering medical education with a desire to do primary care. It has also been shown that students have a decrease in idealism within the first two years of medical school – even prior to the onset of their clinical years. Mentorship and intent at the medical school is important to combat the effect that medical education can have on student practice desires. In addition, according to the Journal of the American Board of Family Medicine, the opportunity to provide rural training increases the retention of physicians in rural practice locations. While there is clearly a need for research focused medical school programs, there is also a need for a medical school with the focus found in the SHSU-COM mission.

Many international applicants enter GME programs in the United States. Texas ranks 8th in top states for applications by International Medical Graduates and has the third highest number of J1-visa physicians (Educational Commission for Foreign Medical Graduates 2015 annual report). In the 2016, residency match, 80 international medical graduates matched in Family Medicine, 56 of them U.S. citizens; 128 matched in Internal Medicine, 45 of them U.S. citizens; and 53 matched in Pediatrics, 11 of them U.S. citizens. Of the 175 general surgery positions,

only 80.6% (141) were filled, with 25 of them by international graduates, 4 of them U.S. citizens. As these are specialties that SHSU-COM will be encouraging, it is clear that Texas has an adequate capacity in primary care and surgery programs to train our graduates.

According to the Educational Commission for Foreign Medical Graduates, there are several thousand international medical graduate applicants for first year Accreditation Council for Graduate Medical Education (ACGME) residency positions, with the highest number coming from graduates of medical schools in India and Grenada. In 2015 alone, 17,735 international medical graduates took USMLE Step 1, 5,092 of them US citizens. Another 14,673 international medical school graduates took USMLE Step 2, with 4,362 of them US citizens. US medical school graduates, both from LCME and AOA accredited schools had better performance on these exams than international graduates. Also in 2015, 3,093 US citizens attending foreign medical schools received ECFMG certification (ECFMG annual report 2015).

These data show that international graduates, when entering the U.S. system for GME, perform almost as well on a standardized licensing exam as their U.S. graduate counterparts, suggesting that there are qualified students who leave the country for medical education.

Our conclusion is that, based on above data, a third College of Osteopathic Medicine is appropriate for the state of Texas given that:

- According to Association of American Medical Colleges, Texas ranks 32nd in total Medical Student enrollment (MD and DO) per 100,000 population, yet the US Census bureau ranks Texas second in population growth.
- Texas currently ranks 26th out of 27 states with colleges of osteopathic medicine in the number of enrollees per 100,000 population, but would rank 18th out of 27 with two additional osteopathic medical schools (UIW and SHSU).
- Osteopathic physicians are more likely to practice in primary care specialties (56%) and with underserved populations (Osteopathic Medical Profession Report - AOA 2016).
- With international medical graduates matching to 375 first-year positions in 2016 and 395 in 2017, and 60 and 80 positions unfilled in the match in 2016 and 2017, respectively, in Texas, there is adequate capacity in primary care, surgery, and psychiatry residencies in Texas for US graduates, specialties on which SHSU-COM will be focusing.
- SHSU has been successful in its discussions with non-teaching hospitals interested in the development of GME training programs in East Texas and will be creating more positions in the programs most critical to meeting the physician workforce needs of Texas.
- Texas has the second highest retention rate for physicians trained in the state who enter residency training outside of Texas at just under 60% (higher than those that only obtain their residency training in Texas).
- Only 50% of Texas Medical School graduates remain in Texas for residency training by choice, not by necessity. In 2016, many students accepted residency positions outside of the state in specialties that did not fill in Texas, such as internal medicine, general surgery, and family medicine (NRMP 2016 & 2017 Match data).
- Texas has a shortage of physicians overall, and primary care physicians specifically, so avoiding an increase in medical student education in the state would not be an effective strategy to resolve this need.

- Sam Houston State University has a history of successfully matriculating and graduating rural-raised and underrepresented minority students, populations that would be ideal to solve the maldistribution and shortages in the Texas physician workforce.

To support this new degree program, SHSU is to add the following new courses:

ANAT 7801	Clinical Anatomy & Development
CLIN 7313	4th Year Longitudinal OMM
CLIN 7411	3rd Year Longitudinal OMM
CLIN 7501	General Surgery Clerkship
CLIN 7502	Adult Medicine Clerkship
CLIN 7503	Emergency Medicine Clerkship
CLIN 7504	Psychiatry Clerkship
CLIN 7505	Family Medicine Clerkship
CLIN 7506	Pediatrics Clerkship
CLIN 7507	Women's Health Clerkship
CLIN 7508	Rural & Underserved Medicine Clerkship
CLIN 7510	Elective Clinical Clerkship
CLIN 7514	Medicine Selective Clerkship
CLIN 7515	Surgery Selective Clerkship
ITCM 7801	Introduction to Clinical Medicine 1
ITCM 7802	Introduction to Clinical Medicine 2
ITCM 7803	Introduction to Clinical Medicine 3
ITCM 7804	Introduction to Clinical Medicine 4
MEDS 7301	Cardiovascular System
MEDS 7302	Pulmonary System
MEDS 7303	Renal System
MEDS 7304	Nervous System
MEDS 7305	HEENT System
MEDS 7306	Motor Systems
MEDS 7307	Integumentary System
MEDS 7308	Hematopoietic & Immune Systems
MEDS 7309	Musculoskeletal System
MEDS 7311	GI & Hepatobiliary System
MEDS 7312	Endocrine System & Metabolism
MEDS 7213	Medical Nutrition
MEDS 7414	Reproductive & GU Systems
MEDS 7315	Pediatrics
MEDS 7316	Geriatrics & Aging
MEDS 7317	Psychiatry & Behavioral Health
MEDS 7318	Clinical Clerkship Preparation
OSTM 7401	Osteopathic Manipulative Medicine 1
OSTM 7402	Osteopathic Manipulative Medicine 2
OSTM 7403	Osteopathic Manipulative Medicine 3
OSTM 7404	Osteopathic Manipulative Medicine 4
SFOM 7701	Scientific Foundations of Med

Financial Information

Adequate financial support that includes sufficient operating, reserve, and necessary construction funds:

The SHSU-COM intends to be 100% self-funded through private support and revenues generated by tuition and fees, with the university providing short-term financing during the start-up phase. As of fiscal year-end (August 31, 2016), SHSU had total assets of \$723.3M, total liabilities of \$134.1M, and a net position of \$589.2M. Financial assets include cash in bank, operating short-intermediate investments, and operating long-term funds.

A detailed Pro Forma illustrates revenues, expenses, staffing, and forecasted margins for the program. The university will provide financial resources to support the planning, creation, and execution of the SHSU-COM.

The university maintains sufficient wholly-owned assets to meet the stated requirements of the escrowed reserve fund. Based on an entering class of 150 students and annual program tuition of \$30,000, we anticipate an escrowed reserve fund requirement of \$18 million (i.e., 30,000 X 150 X 4). A separate operating reserve fund equal to one-quarter of the escrowed reserve fund or \$4.5 million will also be established. As a state agency, the university may choose to utilize a letter of commitment in lieu of the escrow fund.

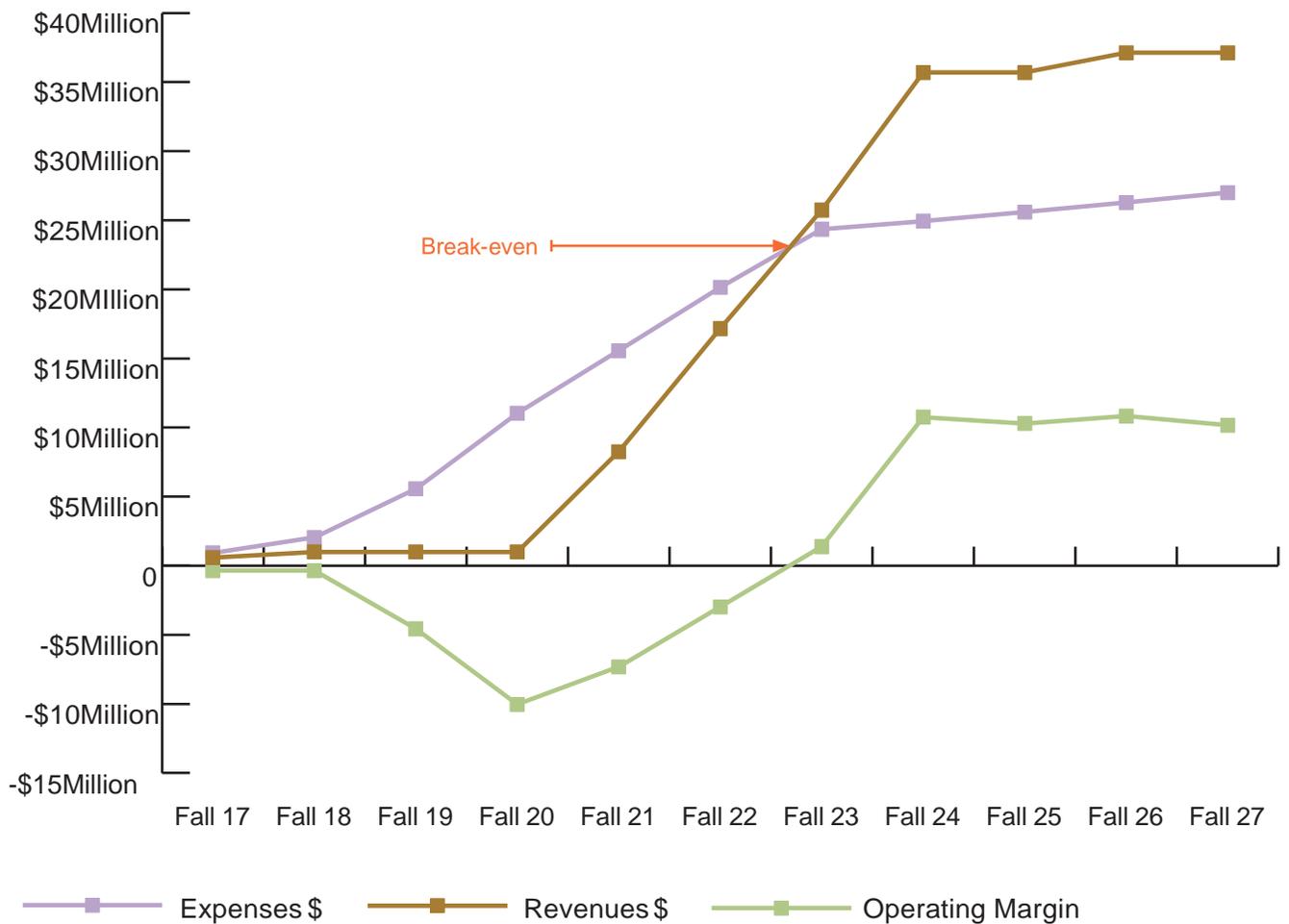
As a self-funded program, initial tuition and fees of \$30,000 and \$25,000, respectfully, are set at a level that covers operational expenses and supports reinvestment into the program and its students. While data show that students are not factoring student debt as playing a significant role in their choice to pursue careers in medical education, SHSU is committed to providing targeted money management and financial counseling services to its students. As of 2015-2016, the average osteopathic medical education debt was \$240,331. During that same year, Osteopathic graduates reported mean net incomes of \$187,761, \$259,858, and \$326,130 one, five, and ten years, respectively, after residency (AACOM 2015-16 Academic Year Survey of Graduating Seniors Summary). Given this financial reality, SHSU will provide students mandatory advising by a licensed financial advisor experienced with medical education financing. Emphasis will be placed on student loan debt repayment as well as long-term wealth management strategies. Students will have the opportunity to pursue unsubsidized and GRAD Plus loans and will be made aware of such loan repayment and forgiveness opportunities as the State of Texas Physician Education Loan Repayment Program. In the 2015-16 academic year, 54% of osteopathic education graduating seniors reported participation in some form of loan forgiveness program and 38% reporting participation in a State Loan Forgiveness Program (AACOM).

The program will be located in Montgomery County where land has been set aside for the building in a 2,046- acre development. Building construction will be financed through TSUS Revenue Financing System bonds, with debt service supported by tuition and fees. TSUS is rated AA by Fitch Ratings and Aa2 by Moody's Investors Service in conjunction with a January 2017 bond issuance that included both taxable and tax exempt components.

Operating Margin

Full Year	Revenues \$	Expenses \$	Operating Margin \$	Operating Margin %
2017	591,764	937,075	(345,311)	
2018	1,000,000	2,051,177	(1,051,177)	
2019	1,000,000	5,566,652	(4,566,652)	
2020	1,000,000	11,033,239	(10,033,239)	
2021	8,250,000	15,565,321	(7,315,321)	
2022	17,160,000	20,135,607	(2,975,607)	
2023	25,740,000	24,353,819	1,386,181	5.4%
2024	35,692,800	24,933,794	10,759,006	30.1%
2025	35,692,800	25,594,696	10,098,104	28.3%
2026	37,120,512	26,284,238	10,836,274	29.2%
2027	37,120,512	27,003,990	10,116,522	27.3%

Revenue, Expenses and Operating Margin



Net Margin Allocation

	FY23	FY24	FY25	FY26	FY27
Repayment of Start Up Costs	\$1,108,945	\$8,607,205	\$8,078,483	\$8,492,675	
Academic Infrastructure Investment	138,618	1,075,901	1,009,810	1,171,800	\$3,034,956
DO Reinvestment	138,618	1,075,901	1,009,810	1,171,800	3,034,956
GME Support					3,034,956
Other Program Growth					1,011,652

LSC-O: New Program – Able-Bodied Seaman Certificate

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

Lamar State College-Orange be authorized to award a certificate for Able-Bodied Seaman.

Explanation

Lamar State College – Orange is proposing an Able-Bodied Seaman certificate program. LSC-O will be the only educational facility in the Golden Triangle to offer such a certificate. According to labor department statistics, the employment of water transportation workers is expected to grow by nine percent in the next seven years. This certificate program will provide knowledge and skills for the graduate to safely function as an Able Seaman on board marine vessels. It also will help meet labor and market demands in the maritime industry, both locally and nationally.

Prior to implementation in spring 2018, the college will notify the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board.

First Semester:

*NAUT 1372 Seamanship I	3
*NAUT 1374 Basic Safety and Survival Training	3
*NAUT 1471 Introduction to Ships and Shipping	4
*NAUT 2274 Basic Stability and Ship Construction	2
*NAUT 2471 Terrestrial and Coastal Navigation	4
Total Hours.....	16

***New Classes**

LSCPA: New Degree - Associate of Applied Science Degree in Drafting

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

Lamar State College-Port Arthur be authorized to offer a degree program, leading to the Associate of Applied Science with a major in Drafting, to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordinating Board.

Explanation

Lamar State College-Port Arthur has taught drafting at various times in its 108-year history. Most recently, it has offered a 20-semester hour certificate program in drafting to students at Port Arthur Memorial High School. Approval is requested to offer additional courses and a degree to those graduates as well as others in the community.

The U. S. Department of Labor has identified an associate degree as the appropriate credential for individuals starting a career in drafting. According to the Bureau of Labor Statistics, the Beaumont-Port Arthur metropolitan area has an annual mean wage for architectural and civil drafters of \$79,310, which is the highest annual wage in any metropolitan area in the nation. The Beaumont-Port Arthur metropolitan area also has the highest employment percentage for architectural and civil drafters of any metropolitan area in the United States - 2.8 employed for 1,000 jobs.

There are also employment opportunities for mechanical drafters and electrical and electronics drafters. The average wage in the region for mechanical drafters is \$54,750 while the average annual wage for electrical and electronics drafters is \$46,930.

Statewide, the occupational outlook for drafters through 2024 is an increase of 11%. The annual projection statewide is 460 job openings per year.

TSUS: INFORMATIONAL: Preliminary Enrollment Report Summer 2017

The Preliminary Enrollment Report comparison table shows aggregate certified summer 2016 enrollment data vs preliminary summer 2017 enrollment data for the Texas State University System components, and the subsequent tables provide detailed data. The certified summer 2017 enrollment data will be reviewed at the November meeting.

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 Enrollment Report Comparison
Certified Summer 2016 vs. Preliminary Summer 2017

Table 1. Unduplicated Headcount, SCH, Contact Hours, and FTSE

Institution		Summer 2016	Summer 2017	% Change
Lamar	Headcount	8,375	7,902	-6%
	SCH	76,394	67,005	-12%
	FTSE	7,863	6,706	-15%
Sam Houston	Headcount	8,100	8,510	5%
	SCH	52,047	55,497	7%
	FTSE	4,648	5,016	8%
Sul Ross-Total	Headcount	1,647	1,533	-7%
	SCH	10,618	10,246	-4%
	FTSE	992	953	-4%
<i>Sul Ross-Alpine</i>	<i>Headcount</i>	<i>914</i>	<i>938</i>	<i>3%</i>
	<i>SCH</i>	<i>6,181</i>	<i>6,208</i>	<i>0%</i>
	<i>FTSE</i>	<i>602</i>	<i>594</i>	<i>-1%</i>
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>627</i>	<i>595</i>	<i>-5%</i>
	<i>SCH</i>	<i>4,437</i>	<i>4,038</i>	<i>-9%</i>
	<i>FTSE</i>	<i>390</i>	<i>359</i>	<i>-8%</i>
Texas State	Headcount	13,177	13,045	-1%
	SCH	80,640	79,326	-2%
	FTSE	7,095	7,006	-1%
Lamar-IT	Headcount	815	836	3%
	SCH	5,408	3,377	-38%
	FTSE	451	281	-38%
	Contact	139,888	98,944	-29%
Lamar-O	Headcount	797	832	4%
	SCH	5,870	4,950	-16%
	FTSE	489	413	-16%
	Contact	161,280	144,368	-10%
Lamar-PA	Headcount	676	769	14%
	SCH	6,112	6,354	4%
	FTSE	509	530	4%
	Contact	162,784	166,400	2%
Total	Headcount	33,587	33,427	0%
	SCH	237,089	226,755	-4%
	FTSE	22,047	20,904	-5%
	Contact	463,952	409,712	-12%

Note: Preliminary comparisons do not include continuing education data.

Texas State University System Preliminary Enrollment Report
Summer 2017

Table 1. Unduplicated Headcount, SCH, Contact Hours, and FTSE

Institution		Undergrad	Master's	Doctoral- Research	Doctoral Professional	Post-Bach	Total
Lamar	Headcount	3,706	3,122	301	20	753	7,902
	SCH	30,583	34,264	1,981	177	-	67,005
	FTSE	2,549	3,807	330	20	-	6,706
Sam Houston	Headcount	6,454	1,711	262	-	83	8,510
	SCH	44,070	10,102	1,325	-	-	55,497
	FTSE	3,673	1,122	221	-	-	5,016
Sul Ross-Total	Headcount	993	489	-	-	51	1,533
	SCH	6,667	3,579	-	-	-	10,246
	FTSE	556	398	-	-	-	953
<i>Sul Ross-Alpine</i>	<i>Headcount</i>	<i>523</i>	<i>386</i>	<i>-</i>	<i>-</i>	<i>29</i>	<i>938</i>
	<i>SCH</i>	<i>3,442</i>	<i>2,766</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>6,208</i>
	<i>FTSE</i>	<i>287</i>	<i>307</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>594</i>
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>470</i>	<i>103</i>	<i>-</i>	<i>-</i>	<i>22</i>	<i>595</i>
	<i>SCH</i>	<i>3,225</i>	<i>813</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>4,038</i>
	<i>FTSE</i>	<i>269</i>	<i>90</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>359</i>
Texas State	Headcount	10,571	1,882	178	125	289	13,045
	SCH	66,316	11,113	616	1,281	-	79,326
	FTSE	5,526	1,235	103	142	-	7,006
Lamar-IT	Headcount	836	-	-	-	-	836
	SCH	3,377	-	-	-	-	3,377
	FTSE	281	-	-	-	-	281
	Contact	98,944	-	-	-	-	98,944
Lamar-O	Headcount	832	-	-	-	-	832
	SCH	4,950	-	-	-	-	4,950
	FTSE	413	-	-	-	-	413
	Contact	144,368	-	-	-	-	144,368
Lamar-PA	Headcount	769	-	-	-	-	769
	SCH	6,354	-	-	-	-	6,354
	FTSE	530	-	-	-	-	530
	Contact	166,400	-	-	-	-	166,400
Total	Headcount	24,161	7,204	741	145	1,176	33,427
	SCH	162,317	59,058	3,922	1,458	-	226,755
	FTSE	13,526	6,562	654	162	-	20,904
	Contact	409,712	-	-	-	-	409,712

Note: Preliminary report does not include continuing education data.

TSUS Preliminary Enrollment Report: Universities

Institution: Lamar University
 Term or Semester: Summer 2017
 Submitted by: Gregory Marsh

Table 1
 Unduplicated Headcount

Level	
Undergraduate	3,706
Post-Bach	753
Master's	3,122
Doctoral-Research	301
Doctoral-Professional	20
Total	7,902

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	Total	
	SCH	FTSE
Undergraduate	30,583	2,549
Master's	34,264	3,807
Doctoral-Research	1,981	330
Doctoral-Professional	177	20
Total	67,005	6,706

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

TSUS Preliminary Enrollment Report: Universities

Institution: Sam Houston State University
 Term or Semester: Summer 2017
 Submitted by: Office of Institutional Effectiveness

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	6,454
Post-Bach	83
Master's	1,711
Doctoral-Research	262
Doctoral-Professional	-
Total	8,510

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	Total	
	SCH	FTSE
Undergraduate	44,070	3,673
Master's	10,102	1,122
Doctoral-Research	1,325	221
Doctoral-Professional	-	-
Total	55,497	5,016

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

TSUS Preliminary Enrollment Report: Universities

Institution: Sul Ross State University - Alpine
 Term or Semester: Summer 2017
 Submitted by: Alejandra Villalobos Meléndez

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	523
Post-Bach	29
Master's	386
Doctoral-Research	-
Doctoral-Professional	-
Total	938

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	Total	
	SCH	FTSE
Undergraduate	3,442	287
Master's	2,766	307
Doctoral-Research	-	-
Doctoral-Professional	-	-
Total	6,208	594

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

TSUS Preliminary Enrollment Report: Universities

Institution: Sul Ross State University - Rio Grande College
 Term or Semester: Summer 2017
 Submitted by: Alejandra Villalobos Meléndez

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	470
Post-Bach	22
Master's	103
Doctoral-Research	-
Doctoral-Professional	-
Total	595

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	Total	
	SCH	FTSE
Undergraduate	3,225	269
Master's	813	90
Doctoral-Research	-	-
Doctoral-Professional	-	-
Total	4,038	359

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

TSUS Preliminary Enrollment Report: Universities

Institution: Texas State University
 Term or Semester: Summer 2017
 Submitted by: Tami Rice

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	10,571
Post-Bach	289
Master's	1,882
Doctoral-Research	178
Doctoral-Professional	125
Total	13,045

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	Total	
	SCH	FTSE
Undergraduate	66,316	5,526
Master's	11,113	1,235
Doctoral-Research	616	103
Doctoral-Professional	1,281	142
Total	79,326	7,006

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

Institution: Lamar Institute of Technology
Term or Semester: Summer 2017
Submitted by: Christine Marsh

Table 1
Unduplicated Headcount, Contact Hours, Full-Time Student Equivalent, and SCH

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	836	98,944	3,377	281

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

Institution: Lamar State College - Orange
Term or Semester: Summer 2017
Submitted by: Hunter Keeney

Table 1

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	832	144,368	4,950	413

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

Institution: Lamar State College-Port Arthur
Term or Semester: Summer 2017
Submitted by: Petra Uzoruo

Table 1
Unduplicated Headcount, Contact Hours, Full-Time Student Equivalent, and SCH

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	769	166,400	6,354	530

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

**Texas State University System
Academic Affairs**

CONSENT ITEMS

3. G. Academic Affairs CONSENT Agenda

- 3. H. LU: CONSENT: Create Public Relations Certificate Program
- 3. I. LU: CONSENT: Revision of M.Ed. in Special Education to include Specialization Track in Educational Diagnostician
- 3. J. LU: CONSENT: Waive GRE Requirement for Engineering Graduate Applicants Who Have Passed FE Examinations
- 3. K. LU: CONSENT: Addition – Certificate Program in Educational Diagnostician
- 3. L. LU: CONSENT: Changes to B.A. in American Sign Language with Teacher Certification Degree Plan
- 3. M. LU: CONSENT: Changes to Ed.D. in Deaf Studies and Deaf Education
- 3. N. LU: CONSENT: Create Undergraduate Certificate in Sports Journalism and Media
- 3. O. LU: CONSENT: Expansion of M.S. in Speech-Language Pathology Program from 36 to 39 Semester Credit Hours
- 3. P. LU: CONSENT: Offer Additional Degree Options for Existing Online Programs
- 3. Q. LU: CONSENT: Offer Emphasis in the Kodály Approach to Music Education as Part of the Music Education Concentration of the Existing Master of Music Degree
- 3. R. LU: CONSENT: Program Change – M.Ed. Educational Administration from 36-hour degree to 30-hour degree
- 3. S. TXST: CONSENT: Add a Bachelor of Arts Major in Dance as a Degree Option in the Existing Dance Program
- 3. T. TXST: CONSENT: Change the Master of Arts Major in Adult Education
- 3. U. LSCO: CONSENT: New Program – Institutional Award in Emergency Medical Technician-Intermediate
- 3. V. LSCPA: CONSENT: Change the General Education Core Curriculum
- 3. W. LSCPA: CONSENT: Changes to AAS Degree in Commercial Music
- 3. X. LSCPA: CONSENT: Changes to AAS Degrees and Certificates
- 3. Y. LSCPA: CONSENT: Changes to the AAS Degree in Drug and Alcohol Abuse Counseling
- 3. Z. TSUS: CONSENT: Curriculum Changes
- 3. AA. TSUS: CONSENT: Out of Country Study Programs

LU: Create Public Relations Certificate Program

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

Lamar University be authorized to create and implement an Undergraduate Certificate in Public Relations effective Spring 2018.

Explanation

Public relations is a growing field of interest and employment. According to the *Bureau of Labor Statistics Occupational Outlook Handbook*, "Employment of public relations specialists is projected to grow 6 percent from 2014 to 2024, about as fast as the average for all occupations. The need for organizations to maintain their public image will continue to drive employment growth." Public relations is a broad term that encompasses a multitude of communication functions that a Fortune 500 company, a small nonprofit, a celebrity brand, or a college will need:

- marketing communication
- public affairs
- community relations
- social media outreach
- crisis communication, issues management, and image repair
- employee communication
- media relations

This certificate integrates communication theory with practical application, and students are able to develop a portfolio of skills and abilities valuable to any employer: critical thinking, problem solving, effective listening, trend awareness, persuading, and effective written communication.

This focus allows students to explore various career paths in the following:

- public relations
- political affairs
- lobbying and public policy
- community relations
- human resources/employee communication
- new media and social media
- marketing communication
- advertising

This offering is unique because many of the public relations-focused certificate options are for graduate-level or post-baccalaureate work. These programs can be found at Rutgers, the University of North Texas, Purdue, and NYU. The University of Colorado at Denver has an undergraduate public relations certificate that is only 12 hours.

Courses:

The certificate will require 15 credit hours. The following classes that are in the catalog will be required to receive the certificate. Students must earn a C or higher in each class to obtain the certificate.

- COMM 4383: Persuasion
- COMM 2362: Introduction to Public Relations
- COMM 3362: Public Relations Writing
- COMM 4360: Communication Research

- Choose one class:
 - COMM 4362: Public Relations Cases and Campaigns
 - COMM 4370: Issues Management

If granted approval, this program can launch during Spring 2018. Recruitment for students into the certificate program can begin in August, with the first set of certificates being earned in Spring 2020.

All courses required for the undergraduate Certificate in Public Relations are existing courses currently offered in the Department of Communication.

LU: Revision of M.Ed. in Special Education to include Specialization Track in Educational Diagnostician

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

Lamar University be authorized to offer the M.Ed. in Special Education on campus and online to include a coursework track that leads to certification in Educational Diagnostician in Texas, effective August 2017 inclusive of the move from the Department of Counseling and Special Populations to the Department of Teacher Education.

Explanation

Lamar University proposes that the current 36-hour Master's degree in Special Education include a specialization track of coursework that leads to certification in Texas for Educational Diagnostician.

By aligning the new degree plan with 19 TAC 231.11 for the program track in Educational Diagnostician, the degree plan meets the US Department of Education (2016) Teacher Preparation Regulations and also increases opportunity for gainful employment in a recognized occupation.

The curriculum of this degree program aligns with coursework in the Department of Teacher Leadership and therefore should move from the Department of Counseling and Special Populations to the Department of Teacher Leadership.

All courses for the M.Ed. in Special Education are currently in Lamar University inventory and are as follows:

Core Courses

SPED 5301 Survey of Exceptional Learners (first course)
SPED 5302 Tests, Measurement, and Evaluation
SPED 5303 Educational Psychology
SPED 5304 Special Education Law
SPED 5305 Research in Special Education
SPED 5314 Reading and Language Arts for Diverse Learners

Advanced Courses (with Educational Diagnostician concentration)

SPED 5311 Instructional Strategies for High Incidence Disabilities
SPED 5313 Instructional Strategies for Low Incidence Disabilities
SPED 5315 Transition for Students with Exceptionalities
SPED 5320 Psychoeducational Evaluation of Exceptional Children
SPED 5321 Test Administration and Interpretation
SPED 5322 Practicum for Educational Diagnostician

LU: Waive GRE Requirement for Engineering Graduate Applicants Who Have Passed FE Examinations

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

Lamar University be authorized to waive the Graduate Record Examinations (GRE) requirement for applicants who apply for admission to the College of Engineering Graduate Programs on the basis of successfully passing the Fundamentals of Engineering (FE) examinations administered by the National Council of Examiners for Engineering and Surveying (NCEES). This will be effective Fall 2017.

Explanation

NCEES is a national nonprofit organization that organizes FE examinations for professional licensure of engineers and surveyors in the United States. An FE exam assesses a student's understanding in his/her respective engineering discipline, and is a prerequisite test that a student graduated from an ABET-accredited engineering program must pass before taking the Principles and Practice of Engineering (PE) exam as part of the engineering licensure process.

Lamar University regards that passing the FE exam more appropriately substantiates an applicant's qualification to pursue graduate studies in engineering than a general standardized test such as the GRE. This request applies to the applications to the graduate programs in the College of Engineering, including Master of Engineering (ME), Master of Engineering Science (MES), Master of Engineering Management (MEM), Master of Science in Environmental Engineering (MSEV), Master of Science in Environmental Studies (MSVS), Doctor of Engineering (DE) and Doctor of Philosophy in Chemical Engineering (PhD).

LU: Addition – Certificate Program in Educational Diagnostician

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

Lamar University be authorized to offer an online Certificate in Educational Diagnostician effective August 2017 to be aligned with the M.Ed. in Special Education moving from the Department of Counseling and Special Populations to the Department of Teacher Education.

Explanation

Lamar University proposes to offer a 21-hour advanced educational program Certificate in Educational Diagnostician. The Certificate Program in Educational Diagnostician provides students with a master's degree in Special Education and related field the opportunity to meet the full range of needs in classrooms with a specialized skill set for increased opportunities and gainful employment in a recognized occupation.

Certificate Program courses are currently in Lamar University inventory and are as follows:

SPED 5301 Survey of Exceptional Learners
SPED 5311 Instructional Strategies for High Incidence Disabilities
SPED 5313 Instructional Strategies for Low Incidence Disabilities
SPED 5315 Transition for Students with Exceptionalities
SPED 5320 Psychoeducational Evaluation of Exceptional Children
SPED 5321 Test Administration and Interpretation
SPED 5322 Practicum for Educational Diagnostician

LU: Changes to B.A. in American Sign Language with Teacher Certification Degree Plan

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

Lamar University be authorized to change B.A. in American Sign Language Degree plan effective fall 2017.

Explanation

The Department of Deaf Studies and Deaf Education (DSDE) proposes to add DSDE 3314 (Interactive interpreting), DSDE 3321 (Interpreting Non-literal Expression), DSDE 3378 (Interpreting II), DSDE 4378 (Interpreting III), and DSDE 4379 Professional Responsibilities. DSDE proposes a name change for DSDE 2378 (Interpreting I).

This action will allow:

- 1) a more focused graduation plan for Interpreting track students.
- 2) a more cohesive sequence of coursework.
- 3) an increase in upper-level coursework options for graduation.
- 4) reduction of Independent Study courses.

DSDE proposes to add DSDE 3311 (Advocacy and Services for Individuals who are D/HH), DSDE 3312 (Social Justice Advocacy), DSDE 3322 (Research Theory), DSDE 3324 (Community Application: Translating ASL Stories), and DSDE 4322 (Research Applications).

This action will allow:

- 1) the addition of a third track for the BA-ASL degree with a focus on Advocacy.
- 2) entry into job markets not currently being served (Deaf advocacy, parent advocacy, post-secondary transition services, Deaf community outreach, etc).

DSDE proposes to add 4620 (Internship – Advocacy) and DSDE 4621 (Interpreting Internship) to meet the growing need for hands-on professional experiences/practica required by placement sites and certification bodies (350 hours).

DSDE 2374 (Drama & Media Interpretation) be dropped to allow DSDE 3374 (Drama & Media Interpretation) to further expand the upper-level course options for students.

General core curriculum, education core (as specified for Lamar University) and DSDE general course will remain as is, with the exception of the substitution of DSDE 4379 Professional Responsibilities for DSDE 4308 Teaching ASL as a Second Language for Interpreting track students only. Current modifications proposed for the BA-ASL curriculum involve electives for specific tracks.

The degree plans below illustrates a semester-by-semester progression for attaining the revised B.A. in American Sign Language for Interpreting and Advocacy tracks.

BA-ASL Degree Plan (Interpreting track)

FALL

FIRST YEAR

SPRING

ENGL 1301				
DSDE 1371 ASL I				

ENGL 1302				
DSDE 1372 ASL II				

HIST 1301				
MATH 1314				
DSDE 1374 Deaf Studies				
				15

HIST 1302				
PSYC 2317 OR MATH 1342				
DSDE 1377 Intro to Deaf Ed				
				15

SECOND YEAR

LANG, PHIL, AND CULTURE (1)				
POLS 2301				
DSDE 2371 ASL III				
DSDE 1375 Bilingual Theories				
DSDE 1378 Introduction to Interpreting				
				15

SCIENCE (3)				
POLS 2302				
DSDE 2372 ASL IV				
CREATIVE ARTS (2)				
DSDE 2378 Interpreting I				
				15

SUMMER SESSION

DSDE 1376 Fingerspelling				
DSDE Elective				
				6

THIRD YEAR

DSDE 2377 ASL Structure				
DSDE 3301 ASL V				
DSDE 3307 ASL Lit./ Visual Media				
DSDE Elective (4)				
PSYC 2301				
DSDE 3378 Interpreting II				
				18

DSDE 3302 ASL VI				
DSDE 3304 Sign-to-Voice				
DSDE 4310 Sign Lang & Codes				
DSDE 4311 ASL Linguistics				
DSDE 4378 Interpreting III				
				15

FOURTH YEAR

DSDE 4309 PRA: Observation				
DSDE Elective (4)				
DSDE 3314 Interactive interpreting				
DSDE 4379 Professional Responsibilities				
SCIENCE (3)				
				15

DSDE 4621 Interpreting Internship				
				6

Notes (120 total hours):

(1) LANG, PHIL, AND CULTURE (3 hours): ENGL 2322/ENGL 2326/ENGL 2331/ENGL 2376

(2) CREATIVE ARTS (3 hours): MUSI 1306, DANC 2304, or ARTS 1301

(3) SCIENCE (6 hours): BIOL 1308, CHEM 1311, SPSC 1301, GEOL 1390, PHYS 1305/1311

- (4) DSDE Electives (6 hours): DSDE 3303, DSDE 3311, DSDE 3312, DSDE 3374, DSDE 3321, DSDE 3322, DSDE 4313, DSDE 4313, or DSDE 4314

BA-ASL Degree Plan (Advocacy track)

FALL

SPRING

FIRST YEAR

ENGL 1301				
DSDE 1371 ASL I				
HIST 1301				
MATH 1314				
DSDE 1374 Deaf Studies				
				15

ENGL 1302				
DSDE 1372 ASL II				
HIST 1302				
PSYC 2317 OR MATH 1342				
DSDE 1377 Intro to Deaf Ed				
				15

SECOND YEAR

LANG, PHIL, AND CULTURE (1)				
POLS 2301				
DSDE 2371 ASL III				
DSDE 1375 Bilingual Theories				
DSDE 1378 Introduction to Interpreting				
				15

SCIENCE (3)				
POLS 2302				
DSDE 2372 ASL IV				
CREATIVE ARTS (2)				
DSDE 3311 Advocacy & Services				
				15

SUMMER SESSION

DSDE 1376 Fingerspelling				
DSDE Elective				
				6

THIRD YEAR

DSDE 2377 ASL Structure				
DSDE 3301 ASL V				
DSDE 3307 ASL Lit./ Visual Media				
DSDE 3312 Social Justice & Advocacy				
PSYC 2301				
DSDE 3322 Research Theory				
				18

DSDE 3302 ASL VI				
DSDE 4322 Research Applications				
DSDE 4310 Sign Lang & Codes				
DSDE 4311 ASL Linguistics				
DSDE Elective (4)				
				15

FOURTH YEAR

DSDE 4309 PRA: Observation				
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DSDE 4620 Advocacy Internship				
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DSDE 3303 Diverse Deaf Communities				
DSDE Elective ⁽⁴⁾				
DSDE Elective ⁽⁴⁾				
SCIENCE ⁽³⁾				
				15

				6

Notes (120 total hours):

- (1) LANG, PHIL, AND CULTURE (3 hours): ENGL 2322/ENGL 2326/ENGL 2331/ENGL 2376
- (2) CREATIVE ARTS (3 hours): MUSI 1306, DANC 2304, or ARTS 1301
- (3) SCIENCE (6 hours): BIOL 1308, CHEM 1311, SPSC 1301, GEOL 1390, or PHYS 1305/1311
- (4) DSDE Electives (9 hours): DSDE 2373, DSDE 3321, DSDE 3324, DSDE 3374, DSDE 4313, or DSDE 4314

LU: Changes to Ed.D. in Deaf Studies and Deaf Education

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

Lamar University be authorized to change B.A. in English with Teacher Certification Degree plan effective fall 2017.

Explanation

We are changing our program plan for several reasons. We can no longer use EDUD courses and have already gotten approval for the new Research Methods courses. These new courses will increase the strength of our program and will be put into inventory for the Fall semester. Additionally, we have increased the number of research hours required to better prepare the students for their dissertations. We also added a Research Seminar to guide students in a small independent project, prior to going into dissertation.

Earlier, we combined Bilingual I and II into one course as most of our students arrive with the basic theories related to bilingual students.

Then we are starting the new students off in the summer to have more face to face time with them to help them develop into a cohort.

The number of cognate hours was reduced to increase the strength of the research methods needed for effective research and completion of the dissertation.

Degree Plan

List of Ed.D. Deaf Studies and Deaf Education Courses – As of Summer 2017

Core Required Courses (36 hours)

DSDE 6301 History & Sociology of Deaf
DSDE 6302 Law and Deaf Education
DSDE 6303 ASL Literature
DSDE 6304 Curriculum, Pedagogy, Computers, and Deaf People
DSDE 6305 Psycholinguistics and Linguistic Deaf
DSDE 6307 Deaf Education Administration and Field Study
DSDE 6308 Cognitive, Psycho-social Development, and Deaf People
DSDE 6311 ASL/English Bilingual Literacy and Deaf People
DSDE 6312 ASL/English Bilingual Assessment and Deaf People
DSDE 6313 Proposal Writing
DSDE 6314 Ethical and Academic Studies
DSDE6350 Research Seminar

Statistics & Research Methods (choose 12 hours)

DSDE 6316 Research Design and Statistics I
DSDE 6317 Research Design and Statistics II
DSDE 6320 Introduction to Qualitative Research
DSDE 6321 Advanced Qualitative Research
DSDE 6315 Statistics

Cognate Courses (choose 12 hours)

(Can be Transfer Credits, DSDE special topics, additional DSDE research courses, or cognates in other areas approved by advisor)

Dissertation (6 hours)

DSDE 6390 Doctoral Dissertation – Deaf Education
DSDE 6391 Doctoral Dissertation – Deaf Education

List of Ed.D. Deaf Studies and Deaf Education Courses – Before Summer 2017**Core Required Courses (36 hours)**

DSDE 6301 History & Sociology of Deaf
DSDE 6302 Law
DSDE 6303 ASL Literature
DSDE 6304 Curriculum
DSDE 6305 Psycholinguistics
DSDE 6307 Deaf Education Administration
DSDE 6308 Cognition
DSDE 6310 Bilingual I
DSDE 6311 Bilingual Literacy II
DSDE 6312 Bilingual Assessment III
DSDE 6313 Proposal Writing
DSDE 6314 Ethical Duties & Administration

Statistics & Research Methods (choose 9 hours)

EDUD 6350 Quantitative I
EDUD 6351 Quantitative II
EDUD 6350 Qualitative I
EDUD 6318 Qualitative II

Cognate Courses (choose 15 hours)

(Can be Transfer Credits, DSDE special topics, additional DSDE research courses, EDUD classes in leadership/multiculturalism or cognates in other areas approved by advisor)

Dissertation (6 hours)

DSDE 6390 Doctoral Dissertation – Deaf Education
DSDE 6391 Doctoral Dissertation – Deaf Education

LU: Create Undergraduate Certificate in Sports Journalism and Media

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

Lamar University be authorized to create and implement an Undergraduate Certificate in Sports Journalism and Media effective fall 2017.

Explanation

Rationale of the Certificate:

Undergraduate certificate programs should provide an area of academic specialization in addition to the student's academic major. Through the certification process, students are required to take a specific set of courses that enable them to have heightened degree of content mastery. The sports journalism certificate is designed to accommodate students in the journalism, broadcasting, and multimedia journalism areas of the Department of Communication; the goal of this program is to enhance writing, reporting, broadcast and multimedia skills for careers in the field of multiplatform sports journalism.

Other institutions have sports journalism as a major or concentration. For example, Oklahoma State University, Auburn University, Penn State, and the University of Maryland have programs. A recent issue of the Columbia Journalism Review noted that sports journalism is one of the few centers of profit in the media industry and stated "sports journalism programs are first emerging at colleges that have both a long-running school of journalism and a robust athletics department." Lamar has had a journalism program and a broadcast journalism for several decades, and this program will help to deliver an infusion of new talent and ideas into the department. In addition, the department has a willing partner with Lamar Athletics, who is eager to take on our trained sports journalism students in all roles, including broadcast, on-air, and public relations/sports information directing roles.

Justification of the Sports Journalism and Media Certificate Program:

Students are flocking to departments offering sports journalism and sports media programs. With the growth of the opportunities in the Lamar Athletics Departments and because of student demand for sports-oriented classes, this certificate program is a needed step to developing a pipeline of diverse talent who will need hands-on training in web/digital, radio, broadcasting, and journalism to become members of the sports broadcasting and sports media communities.

Courses:

The certificate will require 15 credit hours. The following classes that are in the catalog will be required to receive the certificate. Students must earn a C or higher in each class to obtain the certificate.

- COMM 3386: Sports Broadcasting
- COMM 3395: Sports Photography
- COMM 4396 Special Topics: Sports, Media, and Popular Culture
- COMM 4396 Special Topics: Sports Reporting and Writing
- COMM 3130: Communication Lab/Externship with Lamar Video (Athletics) (This class is a 1-credit hour class. Students must take this class three times.)

If granted approval, this program can launch during Spring 2018. Recruitment for students into the certificate program can begin in August, with the first set of certificates being earned in Spring 2019.

All courses required for the undergraduate Certificate in Sports Journalism and Media are existing courses currently offered in the Department of Communication.

LU: Expansion of M.S. in Speech-Language Pathology Program from 36 to 39 Semester Credit Hours

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

Lamar University's Master of Science degree program in Speech-Language Pathology be expanded from 36 to 39 required semester credit hours. This will be effective Spring 2018 following approval by the Texas Higher Education Coordinating Board.

Explanation

The scope of practice in speech-language pathology has continued to expand. Our students need to acquire clinical competencies beyond those included in the existing curriculum if they are to be adequately prepared for the demands of clinical externships and employment following graduation. For example, students who are assigned to clinical externships at Christus St. Elizabeth Hospital in Beaumont may be expected to work with patients who have undergone tracheotomy surgery and are ventilator-dependent. Students who are assigned to a clinical externship at M.D. Anderson Cancer Center will work with patients who have undergone laryngectomy surgery.

The faculty in the Master of Science program in Speech-Language Pathology intend to offer a three-semester-credit-hour course focused on emerging areas of clinical assessment and treatment. The addition of this course will raise the required number of hours for the degree from 36 to 39. The total number of hours required for the degree (39) will be less than several other programs within Texas (see table below).

Stephen F. Austin State University	MS 57
University of Texas-El Paso	MS 51
University of Texas-Dallas	MS 48
University of North Texas	MS 45
Texas Woman's University	MS 44
Texas State University	MA 39; MSCD 36

LU: Offer Additional Degree Options for Existing Online Programs

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

Lamar University is seeking permission to offer Bachelor of Arts degrees online for the following programs:

Criminal Justice
Sociology
Psychology
Political Science

Explanation

Currently, Lamar University has permission from the Board of Regents, the Texas Higher Education Coordinating Board and Southern Association of Colleges and Schools, Commission on Accreditation to offer Bachelor of Science degrees in the areas identified above. At the time that the institution sought approval, we did not offer 4 semesters of an approved language to allow us to offer the BA degree. Now we have sufficient language courses to allow a student the option of a BA or a BS degree, which is the same as the on campus options currently available. American Sign Language has been the first to develop courses on line, with French and Spanish coming quickly behind.

LU: Offer Emphasis in the Kodály Approach to Music Education as Part of the Music Education Concentration of the Existing Master of Music Degree

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

Lamar University be authorized to offer an emphasis in the Kodály approach to music education as part of the Music Education concentration of the existing Master of Music (MM) degree offered through the Mary Morgan Moore Department of Music effective fall 2017.

EXPLANATION

The Mary Morgan Moore Department of Music seeks approval for adding to the Master of Music degree an emphasis in the Kodály approach to teaching music.

The Kodály approach to music education is a systematic, sequential style of music education that focuses on singing, musicianship, and above all, the enjoyment of music. It was inspired by the philosophy of 20th century Hungarian composer and educator Zoltán Kodály and articulated by music educators in his country and around the world. Students of teachers trained in the Kodály approach learn to love music and to want to have music in their lives long after they leave formal schooling.

The purpose of adding a Kodály emphasis to the music education track of the Master of Music degree is to give teachers who wish to obtain a graduate degree in music education the option of focusing on this specialized approach and receiving recognition for the specialization. The courses in this proposal are all currently offered in the department. Addition of this emphasis would require no adjustments to the degree plan. Students would take the Kodály courses as part of the 24 hours of music education courses required in the degree plan.

COURSE REQUIREMENTS

MUSIC CORE 12 hours

MULT 5390: 20th Century Music

A survey of major composers and schools of composition from Debussy to the present.

MULT 5391: Popular Music of the 20th Century

A survey of the aesthetics, styles, and practices of popular music during the twentieth century. Styles considered include bands, ragtime, jazz, rock, and others.

(Other MULT 53XX courses may be substituted for the above.)

MUTY 5350: Twentieth-Century Harmony

The analysis and writing of music based on twentieth century harmonic techniques and devices.

MUTY 5370: Analytical Techniques

Traditional and contemporary approaches to the visual and aural analyses of music from all periods.

MAJOR FIELD

Music Education-- 24 hours

Required

MUED 5320: Music Reference, Research & Writing

Research problems of special interest to students whose major emphasis is on the graduate field of

music. Research paper required.

MUED 5330: Basic Concepts in Music Education

The historical, philosophical and psychological bases of music education.

Electives for Kodály Emphasis

MUED 5351: Kodály Methodology and Materials I

Methodology, pedagogy, and materials for Level I (Grades K-1) of the Kodály approach to teaching music.

MUED 5352: Solfege and Conducting I

Solfège: Advanced study of sight-singing and ear-training skills with attention to development of musicianship. Conducting: Development of advanced choral conducting techniques focusing on folk song and canonical literature.

MUED 5353: Kodály Methodology and Materials II

Methodology, pedagogy, and materials for Level II (Grades 2-3) of the Kodály approach to teaching music.

Prerequisite: MUED 5351

MUED 5354: Solfege and Conducting II

Solfège: Advanced study of sight-singing and ear-training skills with attention to development of musicianship. Conducting: Further development of advanced choral conducting techniques through appropriate choral literature. Prerequisite: MUED 5352 or equivalent

MUED 5355: Kodály Methodology and Materials III

Methodology, pedagogy, and materials for Level III (Grades 4-5-6) of the Kodály approach to teaching music. Prerequisite: MUED 5353

MUED 5356: Solfege and Conducting III

Solfège: Advanced study of sight-singing and ear-training skills with attention to development of musicianship. Conducting: Further development of advanced choral conducting techniques through appropriate choral literature. Prerequisite: MUED 5354 or equivalent

LU: Program Change – M.Ed. Educational Administration from 36-hour degree to 30-hour degree

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

Lamar University be authorized to revise its current M.Ed. degree in Educational Administration from a 36- hour program to a 30- hour program. This will be effective fall 2017.

Explanation

The Department of Educational Leadership is requesting approval to revise the M.Ed. in Educational Administration from 36 hours to 30 hours. While knowledge and skills that focus on diversity and continuous school improvement are the focus of two individual courses these knowledge and skills have also been embedded in several of the other courses within the degree. With the proposed 30-hour degree, these knowledge and skills focused on diversity and continuous school improvement will be embedded into all courses and not taught in isolation thus reducing the number of courses needed. In addition, this revision of hours in the degree is advantageous to students by reducing tuition costs.

Objectives

Through this program, aspiring leaders will be able to:

- Enhance their ability to explore and investigate leadership theories and how to apply these theories to their work;
- Increase their competence in improving instruction and learning through application of research
- Better describe and evaluate major issues and current trends in educational leadership

To support this new program change, Lamar University is requesting to include the following courses for the 30-hr degree in Educational Administration with principal certification.

EDLD 5311 Fundamentals of Leadership

This course provides students the opportunity to construct a foundation of leadership through fundamental theories of leadership. Students define their own purpose of leadership and begin to develop the basic skills required to build communities that support learning for all students. Special emphasis is given to leadership as relationships between and among people and systems.

EDLD 5326 School Community Relations

This course provides a foundation for developing relationships with stakeholders within the school community; students, faculty, parents, and the community at large for the expressed goal of supporting student learning. A fundamental purpose of the course is to understand and implement strategies to develop essential partnerships between schools and the larger community to foster student learning and achievement.

EDLD 5333 Leadership for Accountability

This course concentrates on both short and long-range district and campus planning. Students will examine the state accountability system; disaggregate data, and use data and resources to improve

instruction and the curriculum. An emphasis will be placed on problem solving techniques and facilitation skills of effective school leaders.

EDLD 5335 Curriculum Management

This course builds an understanding of curriculum models, curriculum frameworks, including those articulated at the state level, alignment of instruction to standards, and assessment of learning outcomes. District level curriculum and policies are reviewed. The alignment of policy, goals, and human resources are examined with application to a specified school context.

EDLD 5339 Organization and Management Issues

This course positions the school leader as the effective manager of the organization and its operations. Multiple topics are addressed such as; safe and effective learning environments, student support services, school policies and procedures, discipline management, behavior intervention, and fiscal issues in school management.

EDLD 5344 School Law

This course provides teachers a foundation to understand the legal, ethical, and policy dimensions of education. Special emphasis is given to the interpretation of case law, Texas Education Code, and federal and state statutes.

EDLD 5345 Human Resource Management

This course focuses on building the human resources to support the learning and instructional mission of the school and the attainment of school goals. Topics include: ethical considerations in interactions with others, district policy and its relationship to personnel, confidentiality, employment and personnel law, contract renewal and nonrenewal, teacher development, and an understanding of motivational theories and its application within the school environment.

EDLD 5352 Instructional Leadership

This course emphasizes techniques for improving instruction and learning through the application of the research on effective schools and on models of instruction. Topics include leadership related to curriculum, instruction, supervision, and theories and methods for adult learning and professional development. The principal as the leader of learning involves such tasks as teacher evaluation, supervision, mentoring, and effective communication.

EDLD 5397 Internship for Supervision

This course is designed to give job-related experience under the joint supervision of a school district campus mentor and faculty of Lamar University.

EDLD 5398 Internship in Administration

The Internship is a capstone experience designed to guide aspiring leaders to demonstrate proficiency associated with campus leadership. The final hours of the internship are completed under the supervision of a practicing school administrator. A qualifying examination is required before a student can apply to take the state certification examination.

TXST: Add a Bachelor of Arts Major in Dance as a Degree Option in the Existing Dance Program

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

Texas State University be authorized to add a Bachelor of Arts major in Dance as a new degree option replacing the existing Bachelor of Fine Arts major in Dance with a concentration in Dance Studies.

Explanation

The proposed Bachelor of Arts (B.A.) major in Dance will replace the existing Dance Studies concentration under the existing Bachelor of Fine Arts (B.F.A.) major in Dance. This new degree option is proposed in order to better serve students in the job market and to prepare students for graduate studies. Because the Dance Studies concentration is based on a broad theoretical study of dance, the B.F.A. is not an appropriate degree for the current curriculum.

The proposed B.A. degree option is broad in its scope and is designed to prepare students for advanced studies in dance research/scholarship such as history and criticism, dance therapy, or arts management. Students in the proposed program will also be prepared to teach dance in settings where teacher certification is not required such as private studios or community settings; and/or seek careers in arts advocacy, dance-related business opportunities, or dance production. The current B.F.A. concentration in Dance Studies is not as broad in its scope and is ineffective in preparing students interested teacher certification or performing.

The proposed B.A. degree option will make Texas State's Dance program comparable with similar programs, allowing it to be more competitive among students seeking a quality dance education. The B.A. degree option is available at Sam Houston State University, Texas Tech University, Texas Woman's University, The University of Texas at El Paso, The University of Texas Rio Grande Valley, University of Houston, and the University of North Texas.

Because this new degree option is replacing an existing major concentration, there are no new costs associated with this request.

TXST: Change the Master of Arts Major in Adult Education

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

Texas State University be authorized to change the major name in the Master of Arts major in Adult Education to a major in Adult, Professional and Community Education and to reduce the degree total from 39 to 36 semester credit hours.

Explanation

The new major name provides consistency in regard to program title with the existing Ph.D. major in Adult, Professional and Community Education, better communicates the mission and vision of the program and increases opportunities for students. The new title also provides for consistency, ease of use, strength for online marketing efforts, and ease of navigation of the Texas State website. The reduction of degree hours makes the program comparable to similar programs at other institutions.

There are no anticipated costs associated with this change.

LSC-O: New Program – Institutional Award in Emergency Medical Technician-Intermediate

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

Lamar State College-Orange be authorized to award an Institutional Award in Emergency Medical Technician-Intermediate (6 program hours).

Explanation

Lamar State College – Orange is proposing an Institutional Award in Emergency Medical Technician-Intermediate. LSC-O would be the only educational facility in the Golden Triangle to offer the EMT-Intermediate course as a credit course. Most educational facilities offer straight from EMT-Basic to paramedic, requiring an extended time (up to 2 years) of training.

Prior to implementation in fall 2017, the college will notify the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board.

First Semester:

*EMSP 1438 Introduction to Advanced Practice.....4

*EMSP 2260 Clinical-EMT2

Total Hours.....6

***New Classes**

LSCPA: Change the General Education Core Curriculum

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

Lamar State College-Port Arthur be authorized to implement, in accordance with the Texas Education Code and the Rules and Regulations for the Texas Higher Education Coordinating Board, the following changes to its General Education Core Curriculum course requirements effective fall 2017:

Add MATH 1342: Statistics and MATH 2312: Pre-Calculus Math to the Mathematics Core Component Area.

Explanation

In accordance with Texas Education Code 61.88211-61.832, each institution of higher education shall design and implement a core curriculum, including specific courses composing the curriculum, of 42 lower-division semester credit hours. Each institution of higher education that offers an undergraduate academic degree program shall develop its core curriculum by using the Coordinating Board-approved process, core objectives, and foundational component areas of the Texas Core Curriculum (TCC). Through the TCC, students will gain a foundation of knowledge of human cultures and the physical and natural world, develop principles of personal and social responsibility for living in a diverse world, and advance intellectual and practical skills that are essential for all learning.

As per Texas Higher Education Coordinating Board rules, each Texas public institution of higher education may submit one comprehensive request per year to change its TCC.

MATH 1342 and MATH 2321 are already in the catalog and have been requested by local high schools as dual credit courses. The Texas Higher Education Coordinating Board requires, with a few exceptions, that courses taken by high school dual credit students be included in the TCC. Therefore, including these courses in the TCC will make them available to qualified high school students.

LSCPA: Changes to AAS Degree in Commercial Music

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

Changes to the Associate of Applied Science degree in Commercial Music: Performance at Lamar State College-Port Arthur be approved effective for the fall 2017 semester.

Explanation

The current degree plan requires students to complete four semesters of MUSP 1242: Small Commercial Music Ensemble (the course can be repeated multiple times for credit). The Program Advisory Committee recommended that instead of repeating the same course three times that three courses offering a variety of experiences be inserted into the curriculum. The request is to add:

MUSP 1253: Small Commercial Music Ensemble-Rock

MUSP 1151: Small Commercial Music Ensemble-Recording

MUSP 1240: Small Commercial Music Ensemble-Band

and delete three sections of MUSP 1242.

The committee also recommended adding MUSP 1202: Introductory Group Voice, which teaches background singing and harmony, in place of MUSP 2103: Piano IV.

LSCPA: Changes to AAS Degrees and Certificates

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

The following changes to programs leading to Associate of Applied Science Degrees or Technical Certificates at Lamar State College-Port Arthur be approved effective for the fall 2017 semester.

Changes

1. Revise the name of Office Administration program leading to the Associate of Applied Science degree to Business Office Administration and add ITSW 2334: Advanced Spreadsheets and POFI 2340: Advanced Word Processing, and delete POFT 2301: Intermediate Keyboarding and POFT 2331: Administrative Systems.
2. Revise the Administrative Assistant certificate program by adding ITSW 2334: Advanced Spreadsheets and deleting HRPO 1191: Human Resource Management.
3. Revise the Receptionist certificate program by adding LGLA 1307: Introduction to the Law and the Paralegal Profession while deleting HRPO 1191: Human Resource Management and MDCA 1205: Medical Law and Ethics.
4. Revise the Drafting Technology certificate program by adding TECM 1349: Technical Math Applications, ITSC 1401: Introduction to Computers, and SRVY 1301: Introduction to Surveying and delete DFTG 1315: Blueprint Reading, DFTG 1433: Mechanical Drafting, and DFTG 1417: Residential Drafting.
5. Revise the Computer Programmer, Graphic Design, Instrumentation Technology, Cosmetology Operator, Cosmetology Esthetics, and Cosmetology Instructor certificate programs by deleting HRPO 1191: Human Resource Management.
6. Revise the Accounting Assistant certificate program by deleting HRPO 1191: Human Resource Management and POFT 1127: Introduction to Keyboarding.
7. Revise the Accounting Associate of Applied Science degree program by adding ACNT 1329: Payroll Accounting, ACNT 2333: Advanced Accounting, and ACNT 2302: Accounting Capstone and delete HRPO 1311: Human Relations, POFT 1127: Introduction to Keyboarding, ACNT 1205: Forensic Accounting, and ACNT 1347: Partnerships and Corporations.
8. Revise the Medical Coding certificate program by deleting HRPO 1191: Human Resource Management and MDCA 1343: Medical Insurance.

9. Revise the Medical Coding Associate of Applied Science degree program by adding MDCA 1321: Administrative Procedures and deleting MDCA 1343: Medical Insurance.
10. Revise the Medical Office Assistant certificate program by adding HITT 1303: Medical Terminology II and HITT 1313: Coding and Insurance while deleting HRPO 1191: Human Resource Management, POFT 2301: Intermediate Keyboarding, and POFI 2350: Data Bases.
11. Revise the Medical Office Assistant Associate of Applied Science degree program by adding POFI 2340: Advanced Word Processing, MDCA 1321: Administrative Procedures, HITT 1303: Medical Terminology II, and HITT 1313: Coding and Insurance while deleting HRPO 1311: Human Relations, MDCA 1343: Medical Insurance, POFT 2301: Intermediate Keyboarding, and POFI 2350: Data Bases.

Explanation

Curriculum changes are ongoing in workforce education programs. All changes presented were reviewed and approved by program advisory committees.

LSCPA: Changes to the AAS Degree in Drug and Alcohol Abuse Counseling

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

Changes to the Associate of Applied Science degree in Drug and Alcohol Abuse Counseling at Lamar State College-Port Arthur be approved effective for the fall 2017 semester.

Explanation

The program advisory committee consists of Licensed Chemical Dependency Counselors and Licensed Professional Counselors. The committee recommended adding:

DAAC 1319: Related and Addictive Disorders

DAAC 2341: Counseling Alcohol and other Drug Addictions

SOWK 2361: Introduction to Social Work to the curriculum

The committee recommended deleting:

SOCI 1301: Introduction to Sociology

SOCI 1306: Social Problems

POFT 2312: Business Correspondence and Communication.

TSUS: Curriculum Changes

Recommendation

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

Components	Course Additions	Course Deletions	Course Changes
Lamar University	20	0	6
Sam Houston State University	0	0	0
Sul Ross State University	0	0	3
Texas State University	0	0	0
Lamar Institute of Technology	0	0	0
Lamar State College – Orange	7	0	0
Lamar State College – Port Arthur	0	0	0
Sul Ross State University Rio Grande College	0	0	0

CURRICULUM INVENTORY REPORT

Lamar University

August 2017

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE TITLE CHANGES	NET ADDITIONS/ DELETIONS
COLLEGE OF ARTS AND SCIENCES				
Computer Science	5			5
Nursing	1			1
Sociology, Social Work, and Criminal Justice	2			2
COLLEGE OF BUSINESS				
Information Systems and Analysis	5			5
COLLEGE OF EDUCATION				
Educational Leadership	2			2
COLLEGE OF ENGINEERING				
Civil and Environmental Engineering	3			3
Industrial Engineering			5	
COLLEGE OF FINE ARTS AND COMMUNICATION				
Music	2			2
Speech and Hearing Sciences			1	
TOTAL	20	0	6	20

COLLEGE OF ARTS AND SCIENCES

Computer Science

ADDITIONS

COSC 4350 Parallel Programming and Algorithms
 CPSC 4324 Big Data Computer Systems
 CPSC 4345 Big Data Warehousing
 CPSC 4355 Data Mining
 CPSC 4365 Data Science and Big Data Analysis

Nursing

ADDITION

NURS 4391 Evidence-Based Practice and Nursing Inquiry

Sociology, Social Work, and Criminal Justice

ADDITIONS

CRIJ 4302 Deviance in Global Perspectives

SOCI 4342 Epidemiology and Global Health

COLLEGE OF BUSINESS

Information Systems and Analysis

ADDITIONS

MISY 5300 Database Management Systems
MISY 5310 Information Technology Project Management
MISY 5315 Introduction to Programming for Business Solutions
MISY 5320 Information Assurance and Security
MISY 5370 Data Mining & Predictive Analytics

COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

Educational Leadership

ADDITIONS

EDLD 5319 Current Issues: PK – 12 Leadership
EDLD 5355 Principles of School Leadership

COLLEGE OF ENGINEERING

Civil and Environmental Engineering

ADDITIONS

CVEN 5333 Advanced Pavement Analysis and Design
CVEN 5366 Travel Demand Analysis
CVEN 5370 GIS Applications in Engineering

Industrial Engineering

CHANGES

INEN 5304 Risk Analysis in Port Operations
TO
INEN 5304 Risk Analysis and Decision Making

INEN 5306 Port Logistics Modeling
TO
INEN 5306 Freight Transportation Logistics

INEN 5308 Safety, Health, Security and Environment
TO
INEN 5308 Port Security and Resiliency Planning

INEN 5309 Managing the Port Estate
TO
INEN 5309 Strategic and Facility Master Planning

INEN 5310 Port Engineering Management
TO
INEN 5310 Marine Terminal Operations

COLLEGE OF FINE ARTS AND COMMUNICATION

Music

ADDITIONS

MUED 5321 Inquiry in Music Education
MUED 5361 Advanced Choral Music Materials & Methods

Speech and Hearing Sciences

CHANGE

SPHS 1373 Theoretical Bases of Language
TO
SPHS 1373 Interprofessional Education

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 EDUCATION****				
<u>Program:</u>				
Education	0	0	3	0
Subtotal	0	0	3	0
TOTAL	0	0	3	0

RIO GRANDE COLLEGE

Department of Education

CHANGES

EDUC 4320 Multicultural Psychology
TO

EDUC 4320 Cultural Psychology

EDUC 5336 Instructional Leadership
TO

EDUC 5336 Advancing Educational Leadership

EDUC 5338 Professional Development and Appraisal System
TO

EDUC 5338 Texas Teacher Evaluation & Support System

**Lamar Institute of Technology
August 2017**

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE	NET ADDITIONS/ DELETIONS
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No changes to report.

TOTAL

**COURSE ADDITIONS, DELETIONS
and CHANGES
Lamar State College-Orange**

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE	NET ADDITIONS/ DELETIONS
Arts, Humanities, & Social Sciences Division	0	0	0	0
Education & Mathematics Division	0	0	0	0
Health Sciences & Workforce Education Division	7	0	0	7
TOTAL	7	0	0	7

Arts, Humanities, & Social Sciences Division

ADDITIONS

DELETIONS

CHANGES

Education & Mathematics Division

ADDITIONS

DELETIONS

CHANGES

Health Sciences & Workforce Education Division

ADDITIONS

EMSP 1438 Introduction to Advanced Practice
 EMSP 2260 Clinical-Emergency Medical Technician
 NAUT 1372 Seamanship I
 NAUT 1374 Basic Safety and Survival Training
 NAUT 1471 Introduction to Ships and Shipping
 NAUT 2274 Basic Stability and Ship Construction
 NAUT 2471 Terrestrial and Coastal Navigation

DELETIONS

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.

Lamar University
Out-of-Country Study Report August 2017

Location: New Zealand (various)
Course Number and Title: GEOL-1403 Geology I – Physical Geology
Dates of Travel: December 10 – December 22, 2017
Instructor: Ms. Carla Tucker, Instructor of Earth Sciences
Credit for Course: Part of a 4 credit hour course taking place during the fall semester

Location: New Zealand (various)
Course Number and Title: GEOL-4301 Geography of the South Pacific
Dates of Travel: December 10 – December 22, 2017
Instructor: Dr. Sarah Schwartz, Visiting Assistant Professor of Geography
Credit for Course: Part of a 3 credit hour course taking place during the fall semester

Texas State University

Out-of-Country Study Programs – Spring 2018

Location: Georgetown and Linden, Guyana
Course Number and Title: RC 4318 Independent Study in Respiratory Care
Dates of Travel: January 2, 2018 – January 13, 2018
Instructor: Sharon Armstead

Location: Georgetown and Linden, Guyana
Course Number and Title: MC 4323 Multimedia Journalism
MC 4382L Feature Writing and Freelancing
Dates of Travel: January 2, 2018 – January 13, 2018
Instructor: Holly Wise

Location: Managua, Nicaragua
Course Number and Title: NURS 4280 Community-Based Nursing Practicum
Dates of Travel: January 2, 2018 – January 13, 2018
Instructor: Gay Armstrong

**Texas State University System
Finance and Audit**

*Alan Tinsley, Chair
David Montagne
Bill Scott*

4. Finance and Audit

- 4. A. TSUS: Authorize Final Budget Adjustments for Fiscal Year 2017
- 4. B. TSUS: Operating Budgets for Fiscal Year 2018
- 4. C. TSUS: Approval of Investment Policy
- 4. D. TSUS: Approval of Fiscal Year 2018 Audit Plan
- 4. E. TSUS: INFORMATIONAL: Budgeted Fund Balances May 2017
- 4. F. TSUS: INFORMATIONAL: Status of Implementation of Audit Recommendations
- 4. G. Finance and Audit Consent Agenda
- 4. H. TSUS: CONSENT: Operating Budget Adjustments May 2017

TSUS: Authorize Final Budget Adjustments for Fiscal Year 2017

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

Texas State University System Administration and Components be authorized to transfer available revenue and expenditure balances (including General Revenue as authorized by the General Appropriations Act) to fund year-end adjustments to departmental budgets and to close the books for Fiscal Year 2017.

Explanation

Fiscal Year 2017 annual financial reports are due to the Comptroller of Public Accounts by November 20, 2017. This item authorizes the Texas State University System Administration and Components to make budget transfers necessary to complete the required reporting activities. The combined Fiscal Year 2017 budget results will be reported with the November 2017 Regents' agenda.

TSUS: Operating Budgets for Fiscal Year 2018

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

Fiscal year 2018 Operating Budgets for components of the Texas State University System be approved as shown in the following schedule:

Component	Estimated	Estimated	Transfers	Change in
	Revenue	Budget Requirements	(To)/From Other Funds	Fund Balances
Lamar University	\$231,327,238	\$202,740,724	(\$28,586,514)	-
Sam Houston State University	336,784,209	309,921,413	(26,862,796)	-
Sul Ross State University	35,876,520	32,390,918	(3,227,224)	258,378
Sul Ross Rio Grande College	9,596,093	8,601,052	(1,390,356)	(395,315)
Texas State University	642,896,065	551,328,030	(91,568,035)	-
Lamar Institute of Technology	27,254,327	22,928,347	(4,325,980)	-
Lamar State College-Orange	20,864,450	18,204,220	(2,714,668)	(54,438)
Lamar State College-Port Arthur	22,297,858	19,843,415	(2,949,877)	(495,434)
System Administration	1,926,246	9,374,478	7,448,232	-
System Totals	\$1,328,823,006	\$1,175,332,597	(\$154,177,218)	(\$686,809)

Explanation

Revenue by Source

Total revenue for Fiscal Year 2018 is estimated to increase 3.1% (\$40.2 million) compared to Fiscal Year 2017. Major changes occur in the tuition and fees and state appropriations categories. The budget includes the following revenue estimates for Fiscal Year 2018 compared to Fiscal Year 2017:

Estimated Revenues by Source	FY 2018	FY 2017	Change	Change
Tuition and Fees	\$717,164,830	\$680,622,911	\$36,541,919	5.4%
State Appropriations	419,509,991	427,391,083	(7,881,092)	-1.8%
Sales and Services	163,162,787	152,393,996	10,768,791	7.1%
Other	28,985,398	28,201,858	783,540	2.8%
Totals	\$1,328,823,006	\$1,288,609,848	\$40,213,158	3.1%

Expenditures by Function

Fiscal Year 2018 budgeted expenditures by functional category are estimated to increase 3.1% compared to Fiscal Year 2017. The largest increases are in the areas of Student Services, Resident Instruction and Auxiliary Enterprises. Cost reductions are anticipated in the Non Formula Support Item operations.

Estimated Expenditures by Function	FY 2018	FY 2017	Change	Change
Resident Instruction	\$368,552,872	\$353,755,409	\$14,797,463	4.2%
Student Services	38,451,884	36,992,294	\$1,459,590	3.9%
Institutional Support and Administration	246,828,553	241,803,855	\$5,024,698	2.1%
Physical Plant	80,081,562	78,617,629	\$1,463,933	1.9%
Non Formula Support Items	18,827,114	21,928,815	(\$3,101,701)	-14.1%
Other	200,750,470	192,249,826	\$8,500,644	4.4%
Auxiliary Enterprises	221,840,142	214,425,361	\$7,414,781	3.5%
Totals	\$1,175,332,597	\$1,139,773,189	\$35,559,408	3.1%

Expenditures by Object Code

Fiscal Year 2018 expenditure increases by object code occur primarily in salaries, wages and payroll-related costs and scholarships and fellowships. The budget includes a projected 3.1% increase in operating costs totaling \$35.6 million.

Estimated Expenditure by Object	FY 2018	FY 2017	Change	Change
Salaries and Wages	\$571,365,747	552,336,927	\$19,028,820	3.4%
Payroll-Related Costs	159,192,725	152,734,914	6,457,811	4.2%
Cost of Goods Sold	4,450,000	4,450,000	0	0.0%
Travel	18,686,685	17,457,331	1,229,354	7.0%
Operating	252,869,040	248,496,039	4,373,001	1.8%
Capital	35,886,195	36,965,412	(1,079,217)	-2.9%
Utilities	47,947,928	48,410,878	(462,950)	-1.0%
Scholarships and Fellowships	84,934,276	78,921,691	6,012,585	7.6%
Totals	\$1,175,332,596	\$1,139,773,192	\$35,559,404	3.1%

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 Administration

**Budget Summary
Fiscal Year 2018**

Budget Summary
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Budget Summary

Budget Standards Fiscal Year 2018

Institutional components of the Texas State University System submit Annual Operating Budget Requests and supporting Summaries that form the basis for this *Budget Summary for the Fiscal Year 2018*. Each component's budget schedules and summaries provided herein and the consolidated Budget Summary are subject to the following budgetary standards for Fiscal Year 2018:

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.
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 meetings.
4. All General Revenue Fund appropriations have been budgeted to the extent they are known and available per the General Appropriations Act for the FY 2018-19 biennium.
5. All Institutional 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 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. All budget adjustments for fiscal year 2017 have been or will be reported to the Board for its approval as required. Budget adjustments for fiscal year 2018 will be presented at the quarterly meetings of the Board during fiscal year 2018.
14. For fiscal year 2017, 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 2018.
15. 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.
16. 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

Unrestricted Current funds are funds appropriated by the Texas Legislature. These funds consist primarily of General Revenue, Statutory Tuition and certain statutory fees.

General Revenue Funds

This is the State's primary operating fund from which institutions and agencies receive appropriation authority to spend in a fiscal year. Appropriations not expended or committed to expenditure by the end of the fiscal year for which they were provided are returned or "lapsed" to the State. Interest earned on the General Revenue remains with the fund and does not accrue to institutions.

Institutional Funds

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. Other types of Institutional Funds (indirect cost recoveries and sales and services related to academic functions) may be deposited in institutional local bank accounts.

Current Unrestricted Funds

Current unrestricted funds are resources received that have no limitations or stipulations placed on them by external agencies or donors.

Budget Summary

GLOSSARY

Designated Funds

Unrestricted Current Funds that originated from Higher Education Fund (HEF) 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. HEF 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

Also categorized as Unrestricted Current Funds, most 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.

Current Restricted Funds

Current restricted funds are resources provided to an institution that have externally established limitations or stipulations placed on their use. At the direction of the external funding source, restrictions can be broad (scholarships) or quite specific (analysis of the chemical composition of DNA). Sponsored research is a type of current restricted fund received by many institutions. Expected to be consumed in the near term, sponsored research funding includes explicit external instructions as to its use. This funding may lack flexibility, but it is essential to institutions actively engaged in research.

Internal designations placed on resources by the governing board or institutional management (assuming delegation from the governing board) constitute an allocation of current unrestricted funds. These designations can change at any time.

Any unrestricted resources designated to specific fund groups (plant, loan, or endowment) are included in such fund groups via a transfer. Transfers can be either mandatory or non-mandatory, depending on the circumstances. Mandatory transfers from one fund to another are those transfers arising, for example, from

Budget Summary

GLOSSARY

- binding legal agreements related to the financing of educational plant and equipment, and
- grant agreements with agencies of the federal government, donors, and other organizations to match gifts and grants.

Non-mandatory transfers from one fund to another are made at the discretion of the governing board.

The recipient of a fund transfer accounts for the transaction as a transfer in. The provider of a fund transfer accounts for the transaction as a transfer out.

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 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 Funds (HEF)

Allocations of Higher Education 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. HEF funds primarily support capital costs related to Educational and General activities. Institutions are allowed to expend up to 50% of their annual HEF 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. Pursuant to Education Code 56.033, Institutions must set aside a portion of funds from statutory tuition revenues to provide need-based scholarships and loans.

**TEXAS STATE UNIVERSITY SYSTEM
RECAPITULATION OF BUDGETED REVENUE
YEAR ENDED AUGUST 31, 2018**

	TOTALS	LAMAR						LAMAR STATE COLLEGE		
		LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	LAMAR INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR	SYSTEM ADMINISTRATION
EDUCATION AND GENERAL										
Tuition and Fees	116,959,598	\$ 19,701,189	\$ 30,513,299	\$ 2,587,000	\$ 1,071,000	\$ 55,534,000	\$ 3,017,034	\$ 2,300,262	\$ 2,235,814	\$ -
State Appropriations	419,509,991	81,384,692	97,211,902	17,909,056	5,803,329	174,733,065	15,028,348	12,014,802	13,761,435	1,663,362
Other Revenues	2,536,076	303,000	266,040	19,000	7,000	1,636,000	9,693	15,000	17,459	262,884
Transfers In	80,706,451	10,475,549	-	4,634,086	1,729,860	51,935,989	280,144	1,609,366	508,102	9,533,355
Transfers Out	(107,330,767)	(19,723,149)	(10,268,417)	(3,051,984)	(1,471,579)	(60,674,229)	(3,946,602)	(2,936,446)	(3,173,238)	(2,085,123)
Budgeted Fund Balances	0	-	-	-	-	-	-	-	-	-
TOTAL BUDGETED REVENUE	512,381,349	92,141,281	117,722,824	22,097,158	7,139,610	223,164,825	14,388,617	13,002,984	13,349,572	9,374,478
DESIGNATED										
Fees	506,492,811	91,022,275	133,429,276	8,421,264	2,467,764	254,869,000	7,092,497	5,086,235	4,104,500	-
Other Revenues	22,041,705	3,301,761	3,728,314	266,750	-	13,485,000	11,362	614,868	633,650	-
Transfers In	16,260,219	2,877,882	4,919,617	293,301	128,223	6,915,180	390,000	436,912	299,104	-
Transfers Out	(104,450,822)	(18,392,683)	(9,789,918)	(4,823,145)	(1,776,860)	(66,237,964)	(1,049,522)	(1,751,100)	(629,630)	-
Budgeted Fund Balances	767,193	-	-	191,413	233,380	-	-	54,438	287,962	-
TOTAL BUDGETED REVENUE	441,111,106	78,809,235	132,287,289	4,349,583	1,052,507	209,031,216	6,444,337	4,441,353	4,695,586	-
AUXILIARY										
Fees	93,712,421	13,028,821	24,785,041	2,004,000	246,000	49,473,000	2,086,476	741,083	1,348,000	-
Sales and Services	163,162,787	21,530,500	45,850,337	4,656,950	-	90,853,000	-	75,000	197,000	-
Other Revenues	4,407,617	1,055,000	1,000,000	12,500	1,000	2,313,000	8,917	17,200	-	-
Transfers In	14,870,252	6,135,226	-	1,341,168	-	7,339,000	-	-	54,858	-
Transfers Out	(54,232,551)	(9,959,339)	(11,724,078)	(1,620,650)	-	(30,846,011)	-	(73,400)	(9,073)	-
Budgeted Fund Balances	(80,384)	-	-	(449,791)	161,935	-	-	-	207,472	-
TOTAL BUDGETED REVENUE	221,840,142	31,790,208	59,911,300	5,944,177	408,935	119,131,989	2,095,393	759,883	1,798,257	-
GRAND TOTAL	1,175,332,597	\$ 202,740,724	\$ 309,921,413	\$ 32,390,918	\$ 8,601,052	\$ 551,328,030	\$ 22,928,347	\$ 18,204,220	\$ 19,843,415	\$ 9,374,478

**TEXAS STATE UNIVERSITY SYSTEM
RECAPITULATION OF BUDGETED EXPENDITURES
YEAR ENDED AUGUST 31, 2018**

	TOTALS	LAMAR STATE COLLEGE					LAMAR INSTITUTE OF TECHNOLOGY	LAMAR STATE COLLEGE ORANGE	PORT ARTHUR	SYSTEM ADMINISTRATION
		LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY				
EDUCATIONAL AND GENERAL										
Resident Instruction	\$ 270,661,899	\$ 53,606,220	\$ 54,781,754	\$ 4,736,086	\$ 1,163,393	\$ 135,096,883	\$ 7,441,396	\$ 7,204,297	\$ 6,631,870	\$ -
Student Services	17,881,656	5,017,430	3,635,582	1,071,820	461,528	5,213,694	426,250	922,208	1,133,144	-
Institutional Support and Administration	61,082,118	25,490,734	5,788,204	3,022,912	609,626	8,255,006	2,270,619	2,731,748	3,538,791	9,374,478
Library	6,013,221	100,000	2,438,821	417,879	142,200	2,143,983	-	404,210	366,128	-
Physical Plant	27,753,750	5,702,622	5,442,969	2,266,322	1,424,433	9,554,797	504,396	1,625,245	1,232,966	-
Non Formula Support	18,827,114	-	6,828,950	2,877,072	1,811,310	5,817,153	1,045,956	-	446,673	-
All Other	110,161,591	2,224,275	38,806,544	7,705,067	1,527,120	57,083,309	2,700,000	115,276	-	-
TOTAL BUDGETED EXPENDITURES	512,381,349	92,141,281	117,722,824	22,097,158	7,139,610	223,164,825	14,388,617	13,002,984	13,349,572	9,374,478
DESIGNATED										
Resident Instruction	97,890,973	18,269,209	47,126,429	126,162	2,950	30,376,766	892,886	516,236	580,335	-
Student Services	20,570,228	6,387,588	4,672,042	113,615	1,764	9,308,878	-	86,341	-	-
Institutional Support and Administration	175,958,060	27,100,748	40,294,809	3,181,505	793,570	94,381,199	5,161,451	2,291,519	2,753,259	-
Library	3,775,154	-	3,605,277	-	-	-	-	169,877	-	-
Physical Plant	52,327,812	9,247,412	13,586,258	-	-	28,549,346	-	-	944,796	-
Non Formula Support	0	-	-	-	-	-	-	-	-	-
All Other	90,588,879	17,804,278	23,002,474	928,301	254,223	46,415,027	390,000	1,377,380	417,196	-
TOTAL BUDGETED EXPENDITURES	441,111,106	78,809,235	132,287,289	4,349,583	1,052,507	209,031,216	6,444,337	4,441,353	4,695,586	-
AUXILIARY										
Fee Accounts	54,118,079	3,660,505	16,370,829	1,462,681	408,935	28,024,305	1,704,436	752,441	1,733,947	-
Intercollegiate Athletics	54,745,099	12,771,105	12,173,777	1,569,233	-	28,230,984	-	-	-	-
Food Service	30,642,137	4,735,806	10,443,793	1,352,000	-	14,109,038	-	1,500	-	-
Housing	49,992,662	5,965,053	11,943,058	1,273,344	-	30,811,207	-	-	-	-
All Other	32,342,165	4,657,739	8,979,843	286,919	-	17,956,455	390,957	5,942	64,310	-
TOTAL BUDGETED EXPENDITURES	221,840,142	31,790,208	59,911,300	5,944,177	408,935	119,131,989	2,095,393	759,883	1,798,257	-
GRAND TOTAL	\$1,175,332,597	202,740,724	309,921,413	32,390,918	8,601,052	551,328,030	22,928,347	18,204,220	19,843,415	9,374,478

**TEXAS STATE UNIVERSITY SYSTEM
 RECAPITULATION OF EDUCATIONAL & GENERAL BUDGETS
 YEAR ENDED AUGUST 31, 2018**

	TOTALS	LAMAR						LAMAR STATE COLLEGE			SYSTEM ADMINISTRATION
		LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR		
EDUCATIONAL AND GENERAL Revenue											
Tuition and Fees	\$ 116,959,598	\$ 19,701,189	\$ 30,513,299	\$ 2,587,000	\$ 1,071,000	\$ 55,534,000	\$ 3,017,034	\$ 2,300,262	\$ 2,235,814	\$ -	
State Appropriations	419,509,991	81,384,692	97,211,902	17,909,056	5,803,329	174,733,065	15,028,348	12,014,802	13,761,435	1,663,362	
Other Revenues	2,536,076	303,000	266,040	19,000	7,000	1,636,000	9,693	15,000	17,459	262,884	
Total	\$ 539,005,665	\$ 101,388,881	\$ 127,991,241	\$ 20,515,056	\$ 6,881,329	\$ 231,903,065	\$ 18,055,075	\$ 14,330,064	\$ 16,014,708	\$ 1,926,246	
Expenditures											
Resident Instruction	\$ 270,661,899	\$ 53,606,220	\$ 54,781,754	\$ 4,736,086	\$ 1,163,393	\$ 135,096,883	\$ 7,441,396	\$ 7,204,297	\$ 6,631,870	\$ -	
Student Services	17,881,656	5,017,430	3,635,582	1,071,820	461,528	5,213,694	426,250	922,208	1,133,144	-	
Institutional Support and Administration	61,082,118	25,490,734	5,788,204	3,022,912	609,626	8,255,006	2,270,619	2,731,748	3,538,791	9,374,478	
Library	6,013,221	100,000	2,438,821	417,879	142,200	2,143,983	-	404,210	366,128	-	
Physical Plant	27,753,750	5,702,622	5,442,969	2,266,322	1,424,433	9,554,797	504,396	1,625,245	1,232,966	-	
Non Formula Support	18,827,114		6,828,950	2,877,072	1,811,310	5,817,153	1,045,956	-	446,673	-	
All Other	110,161,591	2,224,275	38,806,544	7,705,067	1,527,120	57,083,309	2,700,000	115,276	-	-	
Total	512,381,349	92,141,281	117,722,824	22,097,158	7,139,610	223,164,825	14,388,617	13,002,984	13,349,572	9,374,478	
Transfers											
Transfers In	80,706,451	10,475,549	-	4,634,086	1,729,860	51,935,989	280,144	1,609,366	508,102	9,533,355	
Transfers Out	(107,330,767)	(19,723,149)	(10,268,417)	(3,051,984)	(1,471,579)	(60,674,229)	(3,946,602)	(2,936,446)	(3,173,238)	(2,085,123)	
Total	(26,624,316)	(9,247,600)	(10,268,417)	1,582,102	258,281	(8,738,240)	(3,666,458)	(1,327,080)	(2,665,136)	7,448,232	
Change in Fund Balance	\$ -	-	-	-	-	-	-	-	-	0	
Budgeted Fund Balances	-	0	0	0	0	0	0	0	0	0	

**TEXAS STATE UNIVERSITY SYSTEM
RECAPITULATION OF DESIGNATED BUDGETS
YEAR ENDED AUGUST 31, 2018**

	TOTALS	LAMAR STATE COLLEGE								
		LAMAR UNIVERSITY	SAM HOUSTON UNIVERSITY	SUL ROSS UNIVERSITY	RIO GRANDE COLLEGE	TEXAS STATE UNIVERSITY	LAMAR INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR	SYSTEM ADMINISTRATION
DESIGNATED Revenue										
Fees	506,492,811	91,022,275	133,429,276	8,421,264	2,467,764	254,869,000	7,092,497	5,086,235	4,104,500	-
Other Revenues	22,041,705	3,301,761	3,728,314	266,750	-	13,485,000	11,362	614,868	633,650	-
Total	528,534,516	94,324,036	137,157,590	8,688,014	2,467,764	268,354,000	7,103,859	5,701,103	4,738,150	0
Expenditures										
Resident Instruction	97,890,973	18,269,209	47,126,429	126,162	2,950	30,376,766	892,886	516,236	580,335	-
Student Services	20,570,228	6,387,588	4,672,042	113,615	1,764	9,308,878	-	86,341	-	-
Institutional Support and Administration	175,958,060	27,100,748	40,294,809	3,181,505	793,570	94,381,199	5,161,451	2,291,519	2,753,259	-
Library	3,775,154	-	3,605,277	-	-	-	-	169,877	-	-
Physical Plant	52,327,812	9,247,412	13,586,258	-	-	28,549,346	-	-	944,796	-
Non Formula Support	-	-	-	-	-	-	-	-	-	-
All Other	90,588,879	17,804,278	23,002,474	928,301	254,223	46,415,027	390,000	1,377,380	417,196	-
Total	441,111,106	78,809,235	132,287,289	4,349,583	1,052,507	209,031,216	6,444,337	4,441,353	4,695,586	0
Transfers										
Transfers In	16,260,219	2,877,882	4,919,617	293,301	128,223	6,915,180	390,000	436,912	299,104	-
Transfers Out	(104,450,822)	(18,392,683)	(9,789,918)	(4,823,145)	(1,776,860)	(66,237,964)	(1,049,522)	(1,751,100)	(629,630)	-
Total	(88,190,603)	(15,514,801)	(4,870,301)	(4,529,844)	(1,648,637)	(59,322,784)	(659,522)	(1,314,188)	(330,526)	0
Changes in Fund Balance	\$ (767,193)	\$ -	\$ -	\$ (191,413)	\$ (233,380)	\$ -	\$ -	\$ (54,438)	\$ (287,962)	\$ -
Budgeted Fund Balances	(767,193)	0	0	(191,413)	(233,380)	0	0	(54,438)	(287,962)	0

**TEXAS STATE UNIVERSITY SYSTEM
 RECAPITULATION OF AUXILIARY BUDGETS
 YEAR ENDED AUGUST 31, 2018**

	TOTALS	LAMAR	SAM HOUSTON	SUL ROSS	RIO GRANDE	TEXAS STATE	LAMAR	LAMAR STATE COLLEGE		SYSTEM
		UNIVERSITY	UNIVERSITY	UNIVERSITY	COLLEGE	UNIVERSITY	INSTITUTE OF TECHNOLOGY	ORANGE	PORT ARTHUR	ADMINISTRATION
AUXILIARY Revenue										
Fees	93,712,421	13,028,821	24,785,041	2,004,000	246,000	49,473,000	2,086,476	741,083	1,348,000	-
Sales and Services	163,162,787	21,530,500	45,850,337	4,656,950	-	90,853,000	0	75,000	197,000	-
Other Revenues	4,407,617	1,055,000	1,000,000	12,500	1,000	2,313,000	8,917	17,200	-	-
Total	261,282,825	35,614,321	71,635,378	6,673,450	247,000	142,639,000	2,095,393	833,283	1,545,000	0
Expenditures										
Fee Accounts	54,118,079	3,660,505	16,370,829	1,462,681	408,935	28,024,305	1,704,436	752,441	1,733,947	-
Intercollegiate Athletics	54,745,099	12,771,105	12,173,777	1,569,233	-	28,230,984	-	-	-	-
Food Service	30,642,137	4,735,806	10,443,793	1,352,000	-	14,109,038	-	1,500	-	-
Housing	49,992,662	5,965,053	11,943,058	1,273,344	-	30,811,207	-	-	-	-
All Other	32,342,165	4,657,739	8,979,843	286,919	-	17,956,455	390,957	5,942	64,310	-
Total	221,840,142	31,790,208	59,911,300	5,944,177	408,935	119,131,989	2,095,393	759,883	1,798,257	0
Transfers										
Transfers In	14,870,252	6,135,226	-	1,341,168	-	7,339,000	-	-	54,858	-
Transfers Out	(54,232,551)	(9,959,339)	(11,724,078)	(1,620,650)	-	(30,846,011)	-	(73,400)	(9,073)	-
Total	(39,362,299)	(3,824,113)	(11,724,078)	(279,482)	0	(23,507,011)	0	(73,400)	45,785	0
Changes in Fund Balance	\$ 80,384	\$ -	\$ -	\$ 449,791	\$ (161,935)	\$ -	\$ -	\$ -	\$ (207,472)	\$ -
Budgeted Fund Balances	80,384	0	0	449,791	(161,935)	0	0	0	(207,472)	0

TEXAS STATE UNIVERSITY SYSTEM
Recapitulation of Budgeted Revenues, Expenditures, Transfers, and Use of Reserves
FISCAL YEAR ENDED AUGUST 31, 2018

	Revenues	Estimated Budget Requirements	Net Transfers	Change in Fund Balance
Lamar University				
Educational & General	101,388,881	92,141,281	(9,247,600)	0
Designated	94,324,036	78,809,235	(15,514,801)	0
Auxiliary	35,614,321	31,790,208	(3,824,113)	0
Total	<u>231,327,238</u>	<u>202,740,724</u>	<u>(28,586,514)</u>	<u>0</u>
Sam Houston State University				
Educational & General	127,991,241	117,722,824	(10,268,417)	0
Designated	137,157,590	132,287,289	(4,870,301)	0
Auxiliary	71,635,378	59,911,300	(11,724,078)	0
Total	<u>336,784,209</u>	<u>309,921,413</u>	<u>(26,862,796)</u>	<u>0</u>
Sul Ross State University				
Educational & General	20,515,056	22,097,158	1,582,102	0
Designated	8,688,014	4,349,583	(4,529,844)	(191,413)
Auxiliary	6,673,450	5,944,177	(279,482)	449,791
Total	<u>35,876,520</u>	<u>32,390,918</u>	<u>(3,227,224)</u>	<u>258,378</u>
Sul Ross Rio Grande College				
Educational & General	6,881,329	7,139,610	258,281	0
Designated	2,467,764	1,052,507	(1,648,637)	(233,380)
Auxiliary	247,000	408,935	0	(161,935)
Total	<u>9,596,093</u>	<u>8,601,052</u>	<u>(1,390,356)</u>	<u>(395,315)</u>
Texas State University				
Educational & General	231,903,065	223,164,825	(8,738,240)	0
Designated	268,354,000	209,031,216	(59,322,784)	0
Auxiliary	142,639,000	119,131,989	(23,507,011)	0
Total	<u>642,896,065</u>	<u>551,328,030</u>	<u>(91,568,035)</u>	<u>0</u>
Lamar Institute of Technology				
Educational & General	18,055,075	14,388,617	(3,666,458)	0
Designated	7,103,859	6,444,337	(659,522)	0
Auxiliary	2,095,393	2,095,393	0	0
Total	<u>27,254,327</u>	<u>22,928,347</u>	<u>(4,325,980)</u>	<u>0</u>
Lamar State College-Orange				
Educational & General	14,330,064	13,002,984	(1,327,080)	0
Designated	5,701,103	4,441,353	(1,314,188)	(54,438)
Auxiliary	833,283	759,883	(73,400)	0
Total	<u>20,864,450</u>	<u>18,204,220</u>	<u>(2,714,668)</u>	<u>(54,438)</u>
Lamar State College-Port Arthur				
Educational & General	16,014,708	13,349,572	(2,665,136)	0
Designated	4,738,150	4,695,586	(330,526)	(287,962)
Auxiliary	1,545,000	1,798,257	45,785	(207,472)
Total	<u>22,297,858</u>	<u>19,843,415</u>	<u>(2,949,877)</u>	<u>(495,434)</u>
System Administration				
Educational & General	1,926,246	9,374,478	7,448,232	0
Designated	0	0	0	0
Auxiliary	0	0	0	0
Total	<u>1,926,246</u>	<u>9,374,478</u>	<u>7,448,232</u>	<u>0</u>
Totals				
Educational & General	539,005,665	512,381,349	(26,624,316)	0
Designated	528,534,516	441,111,106	(88,190,603)	(767,193)
Auxiliary	261,282,825	221,840,142	(39,362,299)	80,384
Total	<u>1,328,823,006</u>	<u>1,175,332,597</u>	<u>(154,177,218)</u>	<u>(686,809)</u>



July 13, 2017

Members of the Board of Regents
The Texas State University System

Dear Regents,

We are pleased to present and recommend for your approval the annual operating budget for Lamar University for the fiscal year ending August 31, 2018. This operating budget comprises all funding classified as Education and General, Designated and Auxiliary Enterprise. The development of Lamar's fiscal year 2018 budget was guided by principles of unbiased forecasts of revenue and expenditures, full disclosure, balance and compatibility with funding, and compliance with The Texas State University System and Board of Regents *Rules and Regulations*.

The assumptions pertaining to the development of this operating budget include:

- **A conservative forecast of tuition and fee revenue.** Enrollments for the 2017-2018 academic year are projected to exceed the levels of the current year. Regardless, the basis of projected revenue is the recognized revenue for fiscal year 2017 incremented, in the case of designated tuition, by the increase approved by the Board of Regents.
- **An average salary increase of two percent (2%) for faculty and eligible staff.** These increases will be effective January 1, 2018, and be based on merit for faculty and performance for staff.
- **Continued funding of essential programs.** The appropriation of non-formula hold harmless support for the biennium and the availability of locally generated designated tuition ensure the continuation of all core and critical programs, including recently initiated Entitled and Distinguished Research/Teaching Fellowships.
- **Continuation of research, teaching and service activities supported by non-formula appropriations.** All activities formerly identified as Special Items will continue to be funded at the level of the non-formula appropriation.
- **Allocation of funds for reserve and contingency.** A reserve/contingency amount was identified by each unit during the development of the operating budget in anticipation of a severe reduction in state support.

Lamar University will continue to build on-going initiatives to move the mission of the university forward and fulfill our strategic plan. Additionally, we are evaluating proposals prepared by each of the colleges as LU2023 Initiatives. A primary consideration for implementation of any initiative is the potential for growth, sustainability and long term return to the university. The fiscal year 2018 budget designates one million dollars (\$1,000,000) for initial support of the LU2023 program, which may be supplemented by allocations from reserve/contingency.

The allocation of fiscal year 2018 Higher Education Funds (HEF) is to provide lasting benefit to the university. The budget for Special Campus Projections was increased to accomplish planned enhancements to take advantage of improved campus egress. With the cooperation of the Texas Department of Transportation, the primary entrance to the university will change and the appearance of the campus and the facilities serving students and visitors at this gateway will be enhanced. Additional HEF amounts were provided to plant and to be used to address deferred maintenance, reducing the risk of infrastructure failure.

Lamar's fiscal condition is healthy and will continue to be so. We fully expect the trend of increased net assets as reported from fiscal year 2014 to fiscal years 2015 and 2016 to be maintained. Enrollment, the basis of locally generated revenue, has not decreased and semester credit hour generation is projected to increase. The university manages its finances prudently, maintaining adequate reserves while continuing to invest in activities that both continue and augment our mission. The balance available in operating short-intermediate term funds as of May 31, 2017 would support six months of expenses without revenue.

Thank you for the review and consideration of the fiscal year 2018 operating budget proposal for Lamar University. As always, we are available to respond to any questions or to provide any additional information that you may need.

Sincerely,



Kenneth R. Evans, Ph.D.
President



Edward C. Ness
Vice President for Finance and Operations

LAMAR UNIVERSITY

Table A-1
Educational and General Funds
Budgeted Revenues and Transfers
Year Ended August 31, 2018

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
REVENUES					
Tuition and Fees					
Tuition and Fees Net of Exemptions and Waivers	\$ 20,084,359	\$ 19,701,189	\$ (383,170)	-1.91%	
Total Tuition and Fees	\$ 20,084,359	\$ 19,701,189	\$ (383,170)	-1.91%	
State Appropriations					
General Revenue Appn. - S.B. 1 (excluding Non-Formula Items)	\$ 48,228,805	\$ 45,059,816	\$ (3,168,989)	-6.57%	1
Research Development Fund	211,093	136,048	(75,045)	-35.55%	1
Academy in the Humanities	213,888	148,499	(65,389)	-30.57%	1
Hazardous Substance Research Center	301,430	139,850	(161,580)	-53.60%	1
Air Quality Initiative	436,407	226,001	(210,406)	-48.21%	1
Center-Advances in Study Port Mgmt	1,460,000	944,228	(515,772)	-35.33%	1
Center for Water and Air Quality	550,000	381,857	(168,143)	-30.57%	1
Spindletop Museum	20,491	14,227	(6,264)	-30.57%	1
Small Business Development Center	131,910	86,763	(45,147)	-34.23%	1
Community Outreach	54,706	37,982	(16,724)	-30.57%	1
Spindletop Teaching Center	93,517	64,928	(28,589)	-30.57%	1
Institutional Enhancement	2,002,306	1,463,338	(538,968)	-26.92%	1
Staff Benefit Appropriations	15,200,593	18,579,273	3,378,680	22.23%	2
HEF Appropriation	14,101,882	14,101,882	-	0.00%	
Total State Appropriations	\$ 83,007,028	\$ 81,384,692	\$ (1,622,336)	-1.95%	
Current Funds					
Investment Income	\$ 35,000	\$ 82,000	\$ 47,000	134.29%	3
Sales and Services	500,000	20,000	(480,000)	-96.00%	3
Other Income	34,000	201,000	167,000	491.18%	3
Total Current Funds	\$ 569,000	\$ 303,000	\$ (266,000)	-46.75%	
TOTAL REVENUES	\$ 103,660,387	\$ 101,388,881	\$ (2,271,506)	-2.19%	
TRANSFERS IN					
Designated Tuition	\$ 19,378,663	\$ 10,475,549	\$ (8,903,114)	-45.94%	4
Technology Service Charge	4,186,149	-	(4,186,149)	-100.00%	4
TOTAL TRANSFERS IN	\$ 23,564,812	\$ 10,475,549	\$ (13,089,263)	-55.55%	
BUDGETED FUND BALANCES					
General Revenue Dedicated	\$ -	\$ -	\$ -		
BUDGETED FUND BALANCES	\$ -	\$ -	\$ -		
TOTAL BUDGETED FUNDS	\$ 127,225,199	\$ 111,864,430	\$ (15,360,769)	-12.07%	

- 1) Decrease in General Appropriations: General \$360,274 (not including 2017 THECB Rider 71 \$4,640,742)
- 2) Increase in Allocation for Staff Benefits: \$3,378,680
- 3) 2018 Current Funds budget based on 3 year average
- 4) Reallocation of Expense to Designated resulting in decrease in transfer

LAMAR UNIVERSITY

**Table A-2
Educational and General Funds
Budgeted Expenditures
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
EXPENDITURES					
INSTRUCTION					
Arts and Sciences	\$ 20,290,688	\$ 21,041,443	\$ 750,755	3.70%	
Business	6,423,377	6,676,133	252,756	3.93%	
Education and Human Development	9,952,570	9,895,782	(56,788)	-0.57%	
Engineering	8,641,617	8,198,196	(443,421)	-5.13%	1
Fine Arts and Communications	6,751,673	7,235,802	484,129	7.17%	1
Distance Education	3,628,689	0	(3,628,689)	-100.00%	2
Developmental Studies	683,279	558,863	(124,416)	-18.21%	1
TOTAL RESIDENCE INSTRUCTION	\$ 56,371,893	\$ 53,606,220	\$ (2,765,674)	-4.91%	
RESEARCH	\$ 3,110,690	\$ 1,903,029	\$ (1,207,661)	-38.82%	3
PUBLIC SERVICE	569,494	321,246	(248,248)	-43.59%	3
ACADEMIC SUPPORT					
INSTRUCTIONAL ADMINISTRATION	4,756,726	4,568,455	(188,271)	-3.96%	
LIBRARY	100,000	100,000	-	0.00%	
STUDENT SERVICES	7,438,484	5,017,430	(2,421,054)	-32.55%	2
INSTITUTIONAL SUPPORT	27,099,469	20,922,279	(6,177,190)	-22.79%	2, 4
PLANT SUPPORT					
Plant Support Services	1,311,218	1,309,834	(1,384)	-0.11%	
Building Maintenance	1,792,876	0	(1,792,876)	-100.00%	2
Custodial Services	1,697,776	0	(1,697,776)	-100.00%	2
Ground Maintenance	372,184	0	(372,184)	-100.00%	2
Campus Security	3,804,386	2,192,788	(1,611,598)	-42.36%	2
Purchased Utilities	3,000,000	2,200,000	(800,000)	-26.67%	4
TOTAL PLANT SUPPORT	\$ 11,978,440	\$ 5,702,622	\$ (6,275,818)	-52.39%	
TOTAL EXPENDITURES	\$ 111,425,196	\$ 92,141,281	\$ (19,283,915)	-17.31%	
TRANSFERS OUT					
Non-Mandatory					
HEF Funds to Plant	\$ 5,889,301	8,724,922	\$ 2,835,621	48.15%	5
Mandatory					
Tuition Revenue Bond Debt Service	7,097,856	7,007,244	(90,612)	-1.28%	
MLPP Debt Service	-	1,113,101	1,113,101	100.00%	6
TPEG	2,812,846	2,877,882	65,036	2.31%	
TOTAL TRANSFERS OUT	\$ 15,800,003	\$ 19,723,149	\$ 3,923,146	24.83%	
TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT	\$ 127,225,199	\$ 111,864,430	\$ (15,360,769)	-12.07%	

- 1) (Decrease)/Increase in Faculty and Staff
- 2) Decrease in Expense due to reallocation to Designated and Auxiliary
- 3) Decrease in Appropriation for FY 2018
- 4) 2018 budget based on actual expense
- 5) Renovation and new construction projects
- 6) Reclassification from expense

LAMAR UNIVERSITY

**Table B-1
Designated Funds
Budgeted Revenues and Transfers
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
REVENUES					
Student Tuition and Fees					
Designated Tuition	\$ 62,315,764	\$ 69,967,562	\$ 7,651,798	12.28%	1
Library Fee	4,311,638	3,589,528	(722,110)	-16.75%	2
Technology Fee	7,444,000	6,752,240	(691,760)	-9.29%	2
Distance Education Fee	2,669,905	2,546,317	(123,588)	-4.63%	2
Higher Education Administrative Fee	3,566,775	5,283,675	1,716,900	48.14%	2
Center for Academic Success	1,003,700	1,057,561	53,861	5.37%	2
Miscellaneous Fees	1,647,440	1,825,392	177,952	10.80%	2
Total Student Fees	<u>\$ 82,959,222</u>	<u>\$ 91,022,275</u>	<u>\$ 8,063,053</u>	<u>9.72%</u>	
Sales and Services	\$ 3,469,839	\$ 2,576,761	\$ (893,078)	-25.74%	3
Investment Income	300,000	500,000	200,000	66.67%	3
Indirect Cost Recoveries	221,604	225,000	3,396	1.53%	3
TOTAL REVENUES	<u>\$ 86,950,665</u>	<u>\$ 94,324,036</u>	<u>\$ 7,373,371</u>	<u>8.48%</u>	
TRANSFERS IN					
Non Mandatory Transfers In					
Transfer In Food Service for Scholarships	\$ 500,000	\$ -	\$ (500,000)	-100.00%	4
Mandatory Transfers In					
Educational & General - TPEG	2,812,846	2,877,882	65,036	2.31%	
TOTAL TRANSFERS IN	<u>\$ 3,312,846</u>	<u>\$ 2,877,882</u>	<u>\$ (434,964)</u>	<u>-13.13%</u>	
BUDGETED FUND BALANCES					
	\$ -	\$ -	\$ -	0.00%	
TOTAL BUDGETED FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.00%</u>	
TOTAL BUDGETED FUNDS	<u>\$ 90,263,511</u>	<u>\$ 97,201,918</u>	<u>\$ 6,938,407</u>	<u>7.69%</u>	

- 1) Increase in Designated Tuition \$7 per sch as approved by the BOR
- 2) 2018 Fee budget based on actual tuition and fees and prior trend analysis
- 3) 2018 other revenue budget based on 3 year average
- 4) Transfer in Food Service Scholarships discontinued FY13

LAMAR UNIVERSITY

Table B-2
Designated Funds
Budgeted Expenditures
Year Ended August 31, 2018

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
EXPENDITURES					
INSTRUCTION					
Arts and Sciences	\$ 1,487,169	\$ 1,468,078	\$ (19,091)	-1.28%	
Business	543,343	554,317	10,974	2.02%	
Education and Human Development	1,074,564	1,078,934	4,370	0.41%	
Distance Education	10,348,887	14,267,176	3,918,289	37.86%	2
Engineering	425,480	323,118	(102,362)	-24.06%	1
Fine Arts and Communications	503,709	509,409	5,700	1.13%	
Development	74,777	68,177	(6,600)	-8.83%	
TOTAL INSTRUCTION	\$ 14,457,929	\$ 18,269,208	\$ 3,811,279	26.36%	
RESEARCH	\$ 888,518	\$ 834,724	\$ (53,794)	-6.05%	
PUBLIC SERVICE	929,817	936,672	6,855	0.74%	
ACADEMIC SUPPORT	6,183,486	17,674,029	11,490,543	185.83%	3, 5
STUDENT SERVICES	3,002,099	6,387,588	3,385,489	112.77%	4, 5
INSTITUTIONAL SUPPORT	12,835,646	9,426,719	(3,408,927)	-26.56%	3, 4
OPERATION AND MAINTENANCE OF PLANT	3,550,836	9,247,412	5,696,576	160.43%	2
SCHOLARSHIPS					
T-PEG	2,812,846	2,877,882	65,036	2.31%	
Designated Tuition Setaside	4,750,000	3,900,000	(850,000)	-17.89%	4
Retention/Recruitment Initiative	1,400,000	1,010,000	(390,000)	-27.86%	5
Other	6,320,000	8,245,000	1,925,000	30.46%	5
SCHOLARSHIPS	\$ 15,282,846	\$ 16,032,882	\$ 750,036	4.91%	
TOTAL EXPENDITURES	\$ 57,131,177	\$ 78,809,235	\$ 21,678,058	37.94%	
TRANSFERS OUT					
Non Mandatory					
Designated Tuition					
Education and General	\$ 19,378,663	\$ 10,475,549	\$ (8,903,114)	-45.94%	2
Auxiliary	2,675,000	-	(2,675,000)	-100.00%	4
Athletics	5,224,039	6,135,226	911,187	17.44%	4
System Office Support	1,472,333	1,582,758	110,425	7.50%	
Technology Fee					
Education and General	4,086,149	-	(4,086,149)	-100.00%	2
Library Fee					
Education and General	100,000	-	(100,000)	-100.00%	4
Mandatory					
Debt Service Retirement	196,150	199,150	3,000	1.53%	
TOTAL TRANSFERS OUT	\$ 33,132,334	\$ 18,392,683	\$ (14,739,651)	-44.49%	
TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT	\$ 90,263,511	\$ 97,201,918	\$ 6,938,407	7.69%	

- 1) (Decrease)/Increase in Faculty and Staff
- 2) Increase in Expense due to reallocation to Designated
- 3) (Decrease)/Increase due to Reclassification of function
- 4) 2018 budget based on actual expense
- 5) Reallocation of expense

LAMAR UNIVERSITY
 Table C-1
 Auxiliary Funds
 Budgeted Revenues and Transfers
 Year Ended August 31, 2018

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
NON-PLEDGED REVENUE					
STUDENT FEES					
Student Service Fee	\$ 5,527,743	\$ 4,928,620	\$ (599,123)	-10.84%	1
Parking	936,000	680,000	(256,000)	-27.35%	2
Other Fees	200,000	157,000	(43,000)	-21.50%	2
TOTAL STUDENT FEES	\$ 6,663,743	\$ 5,765,620	\$ (898,123)	-13.48%	
SALES AND SERVICES					
Bookstore	\$ 325,000	\$ 300,000	\$ (25,000)	-7.69%	2
Athletics	3,223,500	2,625,500	(598,000)	-18.55%	2
Other	440,000	505,000	65,000	14.77%	2
TOTAL SALES AND SERVICES	\$ 3,988,500	\$ 3,430,500	\$ (558,000)	-13.99%	
GIFTS AND DONATIONS	\$ 1,500,000	\$ 1,055,000	\$ (445,000)	-29.67%	2
TOTAL NON-PLEDGED REVENUE	\$ 12,152,243	\$ 10,251,120	\$ (1,901,123)	-15.64%	2
PLEDGED REVENUE					
STUDENT FEES					
Athletic Fee	\$ 2,660,000	\$ 2,402,265	\$ (257,735)	-9.69%	1
Health Center Fee	1,130,000	917,054	(212,946)	-18.84%	1
Setzer Center Fee	2,270,000	2,056,075	(213,925)	-9.42%	1
Recreation Fee	2,156,500	1,887,807	(268,693)	-12.46%	1
TOTAL STUDENT FEES	\$ 8,216,500	\$ 7,263,201	\$ (953,299)	-11.60%	1
SALES AND SERVICES					
Food Service	\$ 6,000,000	\$ 6,500,000	\$ 500,000	8.33%	3
Housing	10,840,829	11,600,000	759,171	7.00%	4
TOTAL SALES AND SERVICES	\$ 16,840,829	\$ 18,100,000	\$ 1,259,171	7.48%	
TOTAL PLEDGED REVENUE	\$ 25,057,329	\$ 25,363,201	\$ 305,872	1.22%	
TOTAL PLEDGED AND NON PLEDGED REVENUE	\$ 37,209,572	\$ 35,614,321	\$ (1,595,251)	-4.29%	
TRANSFERS IN					
Designated	\$ 9,086,359	\$ 6,135,226	\$ (2,951,133)	-32.48%	5
TOTAL TRANSFERS IN	\$ 9,086,359	\$ 6,135,226	\$ (2,951,133)	-32.48%	
TOTAL BUDGETED FUNDS	\$ 46,295,931	\$ 41,749,547	\$ (4,546,384)	-9.82%	

- 1) 2018 budget based on actual tuition and fees and prior trend analysis
- 2) 2018 budget based on 3 year average
- 3) Increase in Food Service Fees: Avg increase 2.5% based on meal plan as well as increase in occupancy
- 4) Increase in Board fees effective Fall 2017: Avg increase 3.3% as well as increase in occupancy
- 5) Decrease in transfer from designated due to decrease in expenditure needs

LAMAR UNIVERSITY

**Table C-2
Auxiliary Funds
Budgeted Expenditures
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
EXPENDITURES					
Athletics	\$ 12,349,456	\$ 12,615,415	\$ 265,959	2.15%	
Athletic Summer Camps	186,690	155,690	(31,000)	-16.61%	
University Press	200,881	200,671	(210)	-0.10%	
Health Center	1,357,400	1,336,850	(20,550)	-1.51%	
Recreational Sports	1,612,219	1,473,871	(138,348)	-8.58%	
Bookstore	129,512	-	(129,512)	-100.00%	5
Parking	100,000	100,000	-	0.00%	
Campus Security	210,820	205,982	(4,838)	-2.29%	
Montagne Center	490,734	490,734	-	0.00%	
Summer Clinics and Camps	215,663	215,663	-	0.00%	
Orientation	200,881	177,500	(23,381)	-11.64%	
Music and Band	666,157	542,950	(123,207)	-18.50%	1
Cheerleaders and Dance	302,888	302,888	-	0.00%	
Setzer Student Center	791,338	749,784	(41,554)	-5.25%	
Main Dining Hall	3,835,807	4,735,806	899,999	23.46%	4
Housing	5,608,243	5,965,053	356,810	6.36%	2
Career and Testing Center	509,804	460,404	(49,400)	-9.69%	
Student Government Association	70,000	56,000	(14,000)	-20.00%	
Student Group Activities	317,300	328,960	11,660	3.67%	
Student Service Fee Administration	420,319	533,660	113,341	26.97%	4
Other	2,228,931	1,142,327	(1,086,604)	-48.75%	1, 4
TOTAL EXPENDITURES	\$ 31,805,043	\$ 31,790,208	\$ (14,835)	-0.05%	
TRANSFERS OUT					
Non Mandatory					
Transfer Out to Designated for Scholarships	\$ 500,000	\$ -	\$ (500,000)	-100.00%	5
Transfer Out to Construction	4,097,470	-	(4,097,470)	-100.00%	6
Retirement of Debt					
Athletic Complex	1,733,501	1,708,674	(24,827)	-1.43%	
Dining Hall	285,808	282,218	(3,590)	-1.26%	
Cardinal Village V	5,450,092	5,381,989	(68,103)	-1.25%	
Setzer Student Center	1,241,017	1,418,316	177,299	14.29%	7
Recreational Sports Center	1,183,000	1,168,142	(14,858)	-1.26%	
TOTAL TRANSFERS OUT	\$ 14,490,888	\$ 9,959,339	\$ (4,531,549)	-31.27%	
TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT	\$ 46,295,931	\$ 41,749,547	\$ (4,546,384)	-9.82%	

- 1) (Decrease)/Increase in Student Service Fee allocation
- 2) Increase in Expense due to reallocation to Auxiliary
- 3) (Decrease)/Increase due to Reclassification of function
- 4) 2018 budget based on actual expense
- 5) Reallocation of expense
- 6) Transfer no longer necessary
- 7) Reflects 2018 debt service schedule

LAMAR UNIVERSITY

**Table D
Higher Education Funds
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
EDUCATION AND GENERAL FUNDS				
Academic Services	\$ 1,900,000	\$ 1,900,000	\$ -	0.00%
Library	100,000	100,000	0	0.00%
Special Campus Projects	1,990,140	2,439,869	449,729	22.60%
Administration	1,000,000	1,000,000	0	0.00%
TOTAL EDUCATIONAL AND GENERAL	\$ 4,990,140	\$ 5,439,869	\$ 449,729	9.01%
TRANSFERS OUT				
Non Mandatory Transfer to Plant Funds	5,889,301	8,724,922	\$ 2,835,621	48.15%
TOTAL PLANT FUNDS	\$ 5,889,301	\$ 8,724,922	\$ 2,835,621	48.15%
TOTAL BUDGETED HEF Funds	\$ 10,879,441	\$ 14,164,791	\$ 3,285,350	30.20%

HEF SUMMARY

Estimated Balance 09-01-17	\$ 6,863,862
Appropriations	14,101,882
Total Funding Available	\$ 20,965,744
Budgeted Expenditures:	
Education and General	\$ 5,439,869
Construction	8,724,922
Total Expenditures	14,164,791
Estimated Balance 08-31-2018	\$ 6,800,953

LAMAR UNIVERSITY

**Table E
Auxiliary Operations
Intercollegiate Athletics
Year Ended August 31, 2018**

	MEN'S ATHLETICS				
	FOOTBALL	BASKETBALL	BASEBALL	TRACK	OTHER
REVENUE					
Sales and Services					
Game Tickets	\$ 240,000	\$ 140,000	\$ 40,000	\$ -	\$ 7,000
Game Guarantees	350,000	175,000	-	-	-
Parking	110,000	6,000	-	-	-
Suites	150,000	-	-	-	-
MEN'S ATHLETIC BUDGETED REVENUE	\$ 850,000	\$ 321,000	\$ 40,000	\$ -	\$ 7,000
EXPENDITURES					
Salaries	\$ 819,946	\$ 451,397	\$ 266,933	\$ 99,700	\$ 110,160
Fringe Benefits	191,175	100,435	60,109	23,200	29,817
Travel	270,998	256,000	122,500	68,000	92,000
Scholarships	1,200,000	315,000	225,000	200,000	170,000
Other Maintenance and Operating	479,000	117,000	151,333	30,000	62,500
MEN'S ATHLETIC BUDGETED EXPENDITURES	\$ 2,961,119	\$ 1,239,832	\$ 825,875	\$ 420,900	\$ 464,477

	WOMEN'S ATHLETICS				
	VOLLEYBALL	BASKETBALL	SOCCER	SOFTBALL	OTHER
REVENUE					
Sales and Services					
Gate Receipts	\$ 2,500	\$ 20,000	\$ 2,000	\$ 10,000	\$ 11,500
Game Guarantees	-	55,000	-	-	-
WOMEN'S ATHLETIC BUDGETED REVENUE	\$ 2,500	\$ 75,000	\$ 2,000	\$ 10,000	\$ 11,500
EXPENDITURES					
Salaries	\$ 98,127	\$ 266,350	\$ 108,200	\$ 93,920	\$ 156,058
Fringe Benefits	18,606	55,469	29,574	24,301	35,205
Travel	74,000	162,000	74,000	100,000	152,000
Scholarships	205,000	325,000	260,000	205,000	555,000
Other Maintenance and Operating	41,000	105,000	54,000	91,500	59,800
WOMEN'S ATHLETIC BUDGETED EXPENDITURES	\$ 436,733	\$ 913,819	\$ 525,774	\$ 514,721	\$ 958,063

TOTAL ATHLETIC BUDGETED REVENUES AND EXPENDITURES

	MEN'S ATHLETICS	WOMEN'S ATHLETICS	ADMINISTRATION	GRAND TOTAL
REVENUE				
Sales and Services				
Game Tickets	\$ 427,000	\$ 46,000	\$ -	\$ 473,000
Game Guarantees	525,000	55,000	-	580,000
Parking/Souvenirs	116,000	-	80,000	\$ 196,000
Conference	150,000	-	600,000	\$ 750,000
Other	-	-	366,500	\$ 366,500
Total Sales and services	\$ 1,218,000	\$ 101,000	\$ 1,046,500	\$ 2,365,500
Student Athletic Fees	\$ -	\$ -	2,402,265	\$ 2,402,265
Student Service Fees	-	-	2,466,098	\$ 2,466,098
Designated Tuition	-	-	6,135,226	\$ 6,135,226
Gifts and Donations	-	-	955,000	\$ 955,000
TOTAL ATHLETIC BUDGETED REVENUE	\$ 1,218,000	\$ 101,000	\$ 13,005,089	\$ 14,324,089
EXPENDITURES				
Salaries	\$ 1,748,136	\$ 722,655	\$ 1,245,395	\$ 3,716,186
Fringe Benefits	\$ 404,736	\$ 163,155	245,587	\$ 813,478
Travel	\$ 809,498	\$ 562,000	45,500	\$ 1,416,998
Scholarships	\$ 2,110,000	\$ 1,550,000	364,900	\$ 4,024,900
Other Maintenance and Operating	\$ 839,833	\$ 351,300	1,452,720	\$ 2,643,853
Debt Service	-	-	1,708,674	\$ 1,708,674
TOTAL ATHLETIC BUDGETED EXPENDITURES	\$ 5,912,203	\$ 3,349,110	\$ 5,062,776	\$ 14,324,089

Lamar University

TABLE F
Student Services and Activities Financed by Student Services
Estimated Revenue, Fund Balances and Budgeted Expenditures

Year Ending August 31, 2018

ITEM	FY 2017 Adopted	FY 2018 Proposed	Change		Explanations for "Other" Category Line-Items
	Budget	Budget	Amount	Percent	
Student Services Fee per semester credit hour	\$23.75 SCH	\$23.75 SCH	\$ -	0%	
Total forecast Student Services Fee Revenue	\$5,527,743	\$4,928,620	(599,123)	-10.84%	
Student Services Fee fund balance at beginning of year (net of encumbrances)	(1,236,641)	-	1,236,641	-100.00%	
Prior Period Fund Adjustments and Transfers	1,236,641	-	(1,236,641)	-100.00%	
Budgeted Student Service Fee Expenditures:					
1. Textbook rentals	-	-	-	0.00%	
2. Recreational activities	1,610,315	1,473,871	(136,444)	-8.47%	
3. Health and hospital services	-	-	-	0.00%	
4. Medical services	-	-	-	0.00%	
5. Intramural and intercollegiate athletics-Athletic Scholarships	2,675,000	2,466,098	(208,902)	-7.81%	
6. Artists and lecture series-Music, Theatre and Dance	265,977	204,391	(61,586)	-23.15%	
7. Cultural Awareness and Educational Series	18,000	53,000	35,000	194.44%	
8. Student Publications	199,220	189,220	(10,000)	-5.02%	
9. Student Government	70,000	56,000	(14,000)	-20.00%	
10. Student fee advisory committee	-	-	-	0.00%	
11. Student transportation services other than those in TEC 54.504, 511, 512, 513	50,100	25,100	(25,000)	-49.90%	
12. Title IX -Sexual Violence Education	6,500	16,000	9,500	146.15%	To increase awareness and education for student
13. Contingency for unanticipated expenditures or unplanned variances	161,591	-	(161,591)	-100.00%	For Student needs that were not anticipated
14. International Student Council	8,200	10,000	1,800	21.95%	Represents our international students needs
15. Retention (Orientation, Week of Welcome, Parents)	198,000	187,500	(10,500)	-5.30%	Essential to Student growth and enhancement
16. Leadership (Leadership Development, Kemble Shaw Gentry Recognition)	69,400	62,400	(7,000)	-10.09%	To develop and encourage student leadership
17. Undergraduate Research Expo	7,000	7,000	-	0.00%	To develop and encourage student research initiatives
18. Greek Life	54,000	53,500	(500)	-0.93%	To support student social development
19. Ambassadors	4,440	3,540	(900)	-20.27%	To support outstanding student leaders
20. Co-sponsorship for Student Organizations	45,000	39,000	(6,000)	-13.33%	To student student organization and serve student needs
22. Civic Engagement	40,000	22,000	(18,000)	-45.00%	To support students involvement in civic affairs
23. Major Events	45,000	60,000	15,000	33.33%	To support cultural, educational events
Total expenditures	5,527,743	4,928,620	(599,123)	-10.84%	
Estimated Student Services Fee fund balance at end of year	0	-	(0)	-100.00%	

Enter Date of Student Services Advisory Committee Meeting when this schedule was considered.

25-May-17

Lamar University

Table G
Budgeted FTEs by Operating Expenses
Year Ending August 31, 2018

		Actual 2016	Estimated 2017	Budgeted 2018
Appropriated				
	Faculty	399.25	412.00	500.82
	Staff	707.25	501.00	408.48
Subtotal, Appropriated		1,106.50	913.00	909.30
Non-Appropriated				
	Faculty			
	Staff	390.00	644.00	669.70
Subtotal, Non-Appropriated		390.00	644.00	669.70
GRAND TOTAL		1,496.50	1,557.00	1,579.00

Lamar University

Table H
Matrix of Budgeted Operating Expenses Reported by Function
for the Fiscal Year Ended August 31, 2018

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												
Salaries and Wages	57,243,730	932,415		658,589.00	5,595,948	7,069,566	14,171,901	6,718,679		7,482,380		99,873,208
Payroll Related Costs	11,952,644	111,803		157,010.00	1,376,793	2,186,145	3,940,697	2,425,676		1,712,254		23,863,022
Professional Fees and Services	304,043	599,692		162,307.00	10,296,485	1,006,984	3,621,210	728,472		986,088		17,705,281
Federal Grant Pass-Through Expense	-	-		-	-	-	-	-		-		-
State Grant Pass-Through Expense	-	-		-	-	-	-	-		-		-
Travel	664,632	146,114		4,511.00	363,188	227,802	255,366	16,526		1,996,359		3,674,498
Materials and Supplies	954,184	470,441		99,677.00	2,130,581	430,914	3,219,972	1,267,777		7,293,130		15,866,676
Communications and Utilities	8,409	-		20,659.00	4,735	2,986	449,425	2,303,181		1,462,708		4,252,103
Repairs and Maintenance	99,920	7,746		1,798.00	108,888	22,605	1,195,370	1,228,856		1,847,326		4,512,509
Rentals and Leases	12,673	5,321		21,615.00	25,486	41,923	203,682	4,446		238,717		553,863
Printing and Reproduction	43,809	14,779		6,133.00	18,861	126,075	203,299	1,851		92,628		507,435
Depreciation and Amortization*	-	-		-	-	-	-	-		-		-
Bad Debt Expense	-	-		-	-	-	-	-		-		-
Interest	-	-		-	-	-	-	-		-		-
Scholarships	-	-		-	-	-	-	-	16,032,882	7,217,872		23,250,754
Claims and Judgments	-	-		-	-	-	-	-		-		-
Other Operating Expenses	591,384	449,442	-	125,619.00	2,421,519	290,018	3,088,076	254,570		1,460,746		8,681,374
Total Operating Expenses	71,875,428	2,737,753	-	1,257,918	22,342,484	11,405,018	30,348,998	14,950,034	16,032,882	31,790,208	-	202,740,723



Sam Houston State University

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

OFFICE OF THE PRESIDENT

Dana G. Hoyt

Board of Regents
The Texas State University System

The Honorable Regents:

Sam Houston State University submits the fiscal year 2018 Annual Operating Budget using the previously approved tuition and fee rates and the recently enacted state appropriations from the 85th 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 2018 budget.

Enrollment Outlook:

During fiscal year 2017, SHSU enrollment increased at a rate slightly higher than two percent (2.2%) for the Fall 2016 semester to 20,638 students, resulting in the largest enrollment in SHSU's history. For the fiscal year 2018 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, and other revenue changes allowed for institutional investment in new initiatives..

Educational & General Appropriated Funds:

The institution's appropriated general revenue decrease for fiscal year 2018 by a significant amount (approximately \$2.2 million). This decrease occurred primarily in non-formula support.

Designated Funds:

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

Auxiliary Funds:

The auxiliary budget for FY2018 includes increases related to the Board approved rates for housing and parking operations.

Major Budgeted Initiatives:

- Seventeen new faculty positions were added to accommodate enrollment growth.
- The budget includes significant investment in faculty and other operating costs for all programmatic areas.
- Funding for university marketing and development, information technology, enrollment management and student services, facilities maintenance and administrative support functions is also included. This includes support for ten new positions in addition to increases for institutional operating. It is important to note that many of these costs were funded through reallocation of existing resources.

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

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- Increased scholarship allocations for statutorily required programs have increased along with associated cost of attendance.

Conclusion:

Sam Houston State University's financial health and enrollment continue to demonstrate healthy patterns. We will end fiscal year 2017 in sound financial condition. Fall 2017 operational indicators are all positive and include enrollment growth in excess of historical experience, additional State support, and increases in anticipated Tuition and Fees. The budget for fiscal year 2018 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,



Dana L. Hoyt
President

July 3 2017

Date



J. Carlos Hernandez, Vice President for Finance & Operations

July 3, 2017

Date

SAM HOUSTON STATE UNIVERSITY

**Table A 1
Educational & General Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
REVENUES					
Tuition and Fees					
Tuition	\$27,419,368	\$27,797,117	\$377,749	1.38%	
Graduate Tuition	2,231,200	\$2,170,900	(\$60,300)	-2.70%	
Lab Fees	161,000	\$195,632	\$34,632	21.51%	
Other Fees	348,100	\$349,650	\$1,550	0.45%	
Total Tuition and Fees	\$30,159,668	\$30,513,299	\$353,631	1.17%	
State Appropriations					
General Revenue Appropriation - SB 1	\$53,615,930	\$57,270,168	\$3,654,238	6.82%	(1)
Less: General Revenue Reduction	0	0	\$0	100.00%	
HB 100 Tuition Revenue Bond	3,712,594	\$0	(\$3,712,594)	-100.00%	(2)
Staff Benefit Appropriation	17,304,841	\$17,734,636	\$429,795	2.48%	
HEF Appropriation	17,329,858	\$17,329,858	\$0	0.00%	
LEMIT Appropriation	3,964,000	\$3,474,128	(\$489,872)	-12.36%	(3)
Other Appropriations	22,000	\$3,000	(\$19,000)	-86.36%	
CMIT-Criminal Justice Center	2,024,000	\$1,400,112	(\$623,888)	-30.82%	(3)
Total State Appropriations	\$97,973,223	\$97,211,902	(\$761,321)	-0.78%	
Current Funds					
Investment Income	55,000	\$55,000	\$0	0.00%	
Sales and Services	55,000	\$76,000	\$21,000	38.18%	
Other Income	135,040	\$135,040	\$0	0.00%	
Total Current Funds	\$245,040	\$266,040	\$21,000	8.57%	
TOTAL REVENUES	\$128,377,931	\$127,991,241	(\$386,690)	-0.30%	
TOTAL BUDGETED REVENUES AND TRANSFERS	\$128,377,931	\$127,991,241	(\$386,690)	-0.30%	

SAM HOUSTON STATE UNIVERSITY

**Table A 1
Educational & General Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018**

NOTES	ITEM DESCRIPTION	AMOUNT CHANGED	Explanations
REVENUES			
(1)	General Revenue Appropriation - SB 1	\$3,654,238	Increase in Appropriation for Tuition Revenue Bond
(2)	Tuition Revenue Bond HB 100	(\$3,712,594)	Appropriation is included in General Revenue Appropriation.
(3)	LEMIT Appropriation	(\$489,872)	Decrease in Appropriation.
	CMIT-Criminal Justice Center	(\$623,888)	Decrease in Appropriation.

SAM HOUSTON STATE UNIVERSITY

**Table A 2
Educational & General Funds
Budgeted Expenditures
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
RESIDENT INSTRUCTION					
College of Sciences	11,367,335	11,740,181	\$372,846	3.28%	
College of Business Administration	7,851,177	8,416,132	\$564,955	7.20%	(1)
College of Criminal Justice	5,483,984	5,604,447	\$120,463	2.20%	
College of Education	7,275,162	7,182,335	(\$92,827)	-1.28%	
College of Humanities & Social Sciences	11,374,839	11,556,051	\$181,212	1.59%	
College of Health Sciences	2,851,527	2,806,533	(\$44,994)	-1.58%	
College of Fine Arts and Mass Communication	6,862,441	7,038,470	\$176,029	2.57%	
Other Programs-Vice President Academic Affairs	436,917	437,605	\$688	0.16%	
Reserves	0	0	\$0	0.00%	
TOTAL RESIDENT INSTRUCTION	53,503,382	54,781,754	\$1,278,372	2.39%	
INSTRUCTIONAL ADMINISTRATION	2,753,427	2,713,398	(\$40,029)	-1.45%	
ORGANIZED ACTIVITIES	86,885	86,885	\$0	0.00%	
RESEARCH	443,873	392,532	(\$51,341)	-11.57%	
LIBRARY	2,480,058	2,438,821	(\$41,237)	-1.66%	
PLANT SUPPORT - INFRASTRUCTURE					
Physical Plant Support	1,222,466	1,686,204	\$463,738	37.93%	(2)
Building Maintenance	2,138,091	1,735,992	(\$402,099)	-18.81%	(3)
Custodial Services	1,271,076	1,221,636	(\$49,440)	-3.89%	
Grounds Maintenance	827,697	799,137	(\$28,560)	-3.45%	
TOTAL PLANT SUPPORT	5,459,330	5,442,969	(\$16,361)	-0.30%	
STUDENT SERVICES	3,658,371	3,635,582	(\$22,789)	-0.62%	
INSTITUTIONAL SUPPORT	3,297,166	3,074,806	(\$222,360)	-6.74%	(4)
STAFF BENEFITS	19,697,920	20,997,269	\$1,299,349	6.60%	(5)
NON-FORMULA SUPPORT	9,444,463	6,828,950	(\$2,615,513)	-27.69%	(6)
OTHER APPROPRIATIONS	0	0	\$0	0.00%	
HIGHER EDUCATION FUND	17,329,858	17,329,858	\$0	0.00%	
TRANSFER OUT					
TPEG	3,980,326	4,119,617	\$139,291	3.50%	
Revenue Bond Debt Services	6,242,843	6,148,800	(\$94,043)	-1.51%	
HEF	0	0	\$0	0.00%	
TOTAL TRANSFER OUT	10,223,169	10,268,417	45,248	0.44%	
TOTAL BUDGETED EXPENDITURES	128,377,901	127,991,241	(\$386,661)	-0.30%	

SAM HOUSTON STATE UNIVERSITY

**Table A 2
Educational & General Funds
Budgeted Expenditures
Year Ending August 31, 2018**

<u>NOTES</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT CHANGED</u>	<u>EXPLANATIONS</u>
(1)	College of Business Administration	\$564,955	Expenditure authority was increase
(2)	Physical Plant Support	\$463,738	Expenditure authority was increase from Building Maintenance to Physical Plant Support
(3)	Building Maintenance	(\$402,099)	Expenditure authority was decrease from Building Maintenance to Physical Plant Support
(4)	Institutional Suport	(222,360)	Expenditure authority decrease on Appropriation.
(5)	Staff Benefits	1,299,349	Increase in FY 17 Budget due to increase Appropriation
(6)	Non- Formual Support	(2,615,513)	Decrease in FY 18 Budget due to decrease Appropriation.

SAM HOUSTON STATE UNIVERSITY

**Table B 1
Designated Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY 2017 PROPOSED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
REVENUES					
Designated Tuition	\$82,354,787	\$88,335,785	\$5,980,998	7.26%	(1)
Technology Use Fee	\$16,616,819	\$16,912,531	295,712	1.78%	
Nursing Program Fee	\$377,250	\$364,500	(12,750)	-3.38%	
Distance Learning Fee	\$11,984,425	\$12,735,552	751,127	6.27%	(2)
Advisement Fee	\$2,959,031	\$3,026,686	67,655	2.29%	
Admissions Application Fee	\$725,000	\$790,000	65,000	8.97%	
Installment Payment Fee	\$600,000	\$625,000	25,000	4.17%	
Records Fee	\$538,006	\$550,306	12,300	2.29%	
Library Fee	\$3,547,955	\$3,605,277	57,322	1.62%	
Recreation Fee	\$4,771,081	\$4,506,686	(264,395)	-5.54%	(3)
University Center Fee	\$1,709,124	\$1,826,235	117,111	6.85%	(4)
International Education Fee	\$89,668	\$91,718	2,050	2.29%	
Returned Check Fee	\$15,000	\$15,000	0	0.00%	
Indirect Cost Recovery	\$500,000	\$500,000	0	0.00%	
International Study Fee	\$44,000	\$44,000	0	0.00%	
Other Income	\$3,026,162	\$3,228,314	202,152	6.68%	(5)
TOTAL REVENUES	\$129,858,308	\$137,157,590	\$7,299,282	5.62%	
TRANSFERS IN					
Educational and General - TPEG					
Scholarships	\$3,980,326	\$4,119,617	\$139,291	3.50%	
Investment Income	\$500,000	\$800,000	\$300,000	100.00%	(6)
TOTAL TRANSFERS IN	\$4,480,326	\$4,919,617	\$439,291	9.80%	
BUDGETED FUND BALANCE	\$0	\$0	\$0	0.00%	
TOTAL BUDGETED FUNDS	\$134,338,634	\$142,077,207	\$7,738,573	5.76%	

SAM HOUSTON STATE UNIVERSITY

**Table B 1
Designated Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018**

<u>NOTES</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT CHANGED</u>	<u>EXPLANATION</u>
	REVENUES		
(1)	Designated Tuition	\$5,980,998	New board approved fee - approved at November 2016 board meeting.
(2)	Distance Learning Fee	\$751,127	Increase in enrollment of Distance Learning students.
(3)	Recreation Fee	(\$264,395)	Board change waivers on fee - approved at November 2016 board meeting
(4)	University Center Fee	\$117,111	Increase in enrollment of University Center students.
(5)	Other Income	\$65,000	Increased income based on actuals in FY 17
(6)	Investmnet Income	\$300,000	Increase of Interest Income

SAM HOUSTON STATE UNIVERSITY

**Table B 2
Designated Funds
Budgeted Expenditures
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY 2017 PROPOSED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
INSTRUCTION					
Academic Departments	28,631,882	31,803,191	3,171,309	11.08%	(1)
Advising Center	2,959,031	3,026,686	67,655	2.29%	
Distance Learning	11,984,425	12,296,552	312,127	2.60%	
The Woodlands Campus (formerly Montgomery Center)	0	0	0	0.00%	
University Park (formerly Tomball Center)	0	0	0	0.00%	
TOTAL INSTRUCTION	\$43,575,338	\$47,126,429	\$3,551,091	8.15%	
RESEARCH					
Research and Sponsored Programs	490,924	746,798	255,874	52.12%	(2)
Administrative Costs (ICR)	250,000	250,000	0	0.00%	
Other Indirect Cost Recovery	250,000	250,000	0	0.00%	
TOTAL RESEARCH	\$990,924	\$1,246,798	\$255,874	25.82%	
PUBLIC SERVICE					
Law Enforcement & CJ Programs	392,720	270,000	(122,720)	-31.25%	(3)
Museum	7,795	188,826	181,031	2322.40%	
Camps & Correspondence	202,500	202,500	0	0.00%	
TOTAL PUBLIC SERVICE	\$603,015	\$661,326	\$58,311	9.67%	
ACADEMIC SUPPORT					
Undergraduate Programs	497,978	497,978	0	0.00%	
Graduate Support	454,768	633,965	179,197	39.40%	(4)
International Services	133,668	115,900	(17,768)	-13.29%	
Academic Departments	2,989,633	3,431,626	441,993	14.78%	(5)
Information Services	10,693,961	11,111,626	417,665	3.91%	
Institutional Research & Assessment	607,576	664,437	56,861	9.36%	
TOTAL ACADEMIC SUPPORT	\$15,377,584	\$16,455,532	\$1,077,948	7.01%	
STUDENT SERVICES					
Disability Services	306,359	304,439	(1,920)	-0.63%	
Administration	420,272	398,639	(21,633)	-5.15%	
Counseling	207,744	156,464	(51,280)	-24.68%	
Recreation	4,204,858	3,812,500	(392,358)	-9.33%	(6)
TOTAL STUDENT SERVICES	\$5,139,233	\$4,672,042	(\$467,191)	-9.09%	
LIBRARY					

Table B 2
Designated Funds
Budgeted Expenditures
Year Ending August 31, 2018

ITEM DESCRIPTION	FY 2017 PROPOSED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
Library	3,547,955	3,605,277	57,322	1.62%	
TOTAL LIBRARY	\$3,547,955	\$3,605,277	\$57,322	1.62%	
PLANT SUPPORT					
Operations	8,675,225	8,775,225	100,000	1.15%	
Purchased Utilities	4,131,033	4,131,033	0	0.00%	
Insurance-TSUS Share	430,000	680,000	250,000	58.14%	(7)
TOTAL PLANT SUPPORT	\$13,236,258	\$13,586,258	\$350,000	2.64%	
INSTITUTIONAL SUPPORT					
Enrollment Management	617,869	617,869	0	0.00%	
Financial Operations	7,157,792	7,364,335	206,543	2.89%	
Records and Financial Aid	1,278,602	1,333,921	55,319	4.33%	
Advancement and Alumni	2,900,992	2,795,994	(104,998)	-3.62%	
Other Administrative Units	11,138,555	11,727,159	588,604	5.28%	
TOTAL INSTITUTIONAL SUPPORT	\$23,093,810	\$23,839,278	\$745,468	3.23%	
SCHOLARSHIPS/FELLOWSHIPS					
Financial Aid Set-Aside	7,124,873	7,872,926	748,053	10.50%	(8)
TPEG	12,021,423	13,221,424	1,200,001	9.98%	(9)
TOTAL SCHOLARSHIPS/FELLOWSHIPS	\$19,146,296	\$21,094,350	\$1,948,054	10.17%	
TRANSFER OUT					
TSUS	2,250,000	2,386,291	136,291	6.06%	(10)
Debt	7,378,222	7,403,627	25,405	0.34%	
TOTAL TRANSFER OUT	9,628,222	9,789,918	161,696	100.00%	
TOTAL BUDGETED EXPENDITURES	\$134,338,635	\$142,077,207	\$7,738,572	5.76%	

SAM HOUSTON STATE UNIVERSITY

**Table B 2
Designated Funds
Budgeted Expenditures
Year Ending August 31, 2018**

NOTES	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATIONS
	INSTRUCTION		
(1)	Academic Departments	\$3,171,309	Increased funding to this area from Designated Tuition to fund new initiatives.
	RESEARCH		
(2)	Research and Sponsored Programs	\$255,874	Increased funding to this area from Designated Tuition.
	PUBLIC SERVICE		
(3)	Law Enforcement & CJ Programs	(\$122,720)	Decreased funding to this area due to change in programs
	ACADEMIC SUPPORT		
(4)	Graduate Support	\$179,197	Increased funding to this area from Designated Tuition to fund new initiatives.
(5)	Academic Departments	\$441,993	Increased funding to this area from Designated Tuition to fund new initiatives.
	STUDENT SERVICES		
(6)	Recreation	(\$392,358)	Decreased funding due to reveune decrease
	PLANT SUPPORT		
(7)	Insurance-TSUS Share	\$250,000	Increase funding the cost of insurance.
	SCHOLARSHIPS/FELLOWSHIPS		
(8)	Financial Aid Set-Aside	\$748,053	Expenditure increase based on the estimate for expense.
(9)	TPEG	\$1,200,001	Expenditure increase based on the estimate for expense.
	TRANSFER OUT		
(10)	TSUS	\$136,291	Expenditure increase for bond payment

SAM HOUSTON STATE UNIVERSITY

**Table C 1
Auxiliary Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY 2017 PROPOSED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
AUXILIARIES					
REVENUES					
Fees					
Medical Service Fee	\$3,362,535	\$3,125,090	(237,445)	-7.06%	(1)
Athletic Fee	\$9,521,680	\$9,717,777	196,097	2.06%	
LSC Fee	\$4,483,381	\$4,166,786	(316,595)	-7.06%	(1)
Student Service Fee	\$7,614,479	\$7,775,388	\$160,909	2.11%	
Total Fees	\$24,982,075	\$24,785,041	(\$197,034)	-0.79%	
Sales and Services					
University Clinic	\$80,000	\$147,500	67,500	84.38%	(2)
Clinic Pharmacy	\$80,000	\$147,500	67,500	84.38%	(2)
Athletics	\$2,480,500	\$2,581,000	\$100,500	4.05%	
LSC Game Room	\$40,000	\$43,000	3,000	7.50%	
Rodeo Activities	\$40,000	\$40,000	0	0.00%	
Parent Weekend	\$20,000	\$30,000	10,000	50.00%	
Parent's Association	\$2,500	\$15,000	2,500	500.00%	
Legal Services	\$500	\$500	0	0.00%	
Student Activities	\$0	\$10,000	10,000	100.00%	
Bearkat One-Card Services	\$886,843	\$906,319	19,476	2.20%	
Housing	\$15,940,000	\$19,532,250	3,592,250	22.54%	(3)
Real Estate Rental	\$0	\$637,480	637,480	100.00%	(4)
Dining	\$10,200,485	\$11,040,000	839,515	8.23%	(5)
Vending Machine Funds	\$352,200	\$352,200	0	0.00%	
Houstonian	\$70,000	\$70,000	0	0.00%	
Biology Lab	\$23,769	\$41,096	23,769	72.90%	
University Kindergarten	\$500	\$0	(500)	-100.00%	
Graduate School Banking	\$49,550	\$49,550	0	0.00%	
Recreational Sports/Athletics Advertisi	\$200	\$200	0	0.00%	
University Hotel	\$1,500,000	\$1,500,000	0	0.00%	
Center for Professional Development	\$37,000	\$37,000	0	0.00%	
Continuing Education	\$210,000	\$210,000	0	0.00%	
Diplomas and Transcripts	\$280,000	\$310,000	30,000	10.71%	
University Mail Services	\$14,400	\$14,400	0	0.00%	
English as a Second Language	\$286,025	\$223,157	(62,868)	-21.98%	
Raven Nest Golf Course	\$925,000	\$650,000	(275,000)	-29.73%	(6)
SHSU Freshman Orientation	\$475,000	\$462,000	(13,000)	-2.74%	
Sam Houston Home and Grounds	\$40,000	\$40,000	0	0.00%	
Surplus - Scrap Materials	\$45,000	\$50,000	5,000	11.11%	
Student Program Development	\$1,000	\$1,000	0	0.00%	
Thesis Binding	\$12,000	\$2,000	(10,000)	-83.33%	

Smith-Hutson Banking	\$40,000	\$40,000	0	0.00%	
Testing Center	\$125,000	\$170,000	45,000	36.00%	
Cheerleading, Music Camps	\$60,000	\$260,000	200,000	333.33%	(7)
Dietetic Internship Program	\$2,000	\$2,000	0	0.00%	
Xerox Machine - Library	\$50,000	\$40,000	(10,000)	-20.00%	
Agriculture Annual Judging Con	\$6,000	\$6,000	0	0.00%	
School Administration Workshop	\$1,000	\$1,000	0	0.00%	
Library Science Conferences	\$1,000	\$1,000	0	0.00%	
Office of Alumni Relations	\$453,000	\$453,000	0	0.00%	
CJ Summer Camp	\$50,000	\$55,000	5,000	10.00%	
Sam Houston Press	\$327,000	\$330,000	3,000	0.92%	
Parking	\$2,774,935	\$2,774,935	0	0.00%	
Crimes	\$1,500,000	\$1,500,000	0	0.00%	
Bearkat Camp	\$10,000	\$40,000	30,000	300.00%	(7)
General Business Conference	\$20,000	\$20,000	0	0.00%	
Bearkats in Business	\$50,000	\$50,000	0	0.00%	
COE District Educator of Year	\$3,000	\$3,000	0	0.00%	
University Bookstore	\$350,000	\$500,000	150,000	42.86%	(7)
SO States Comm Assn	\$1,000	\$0	(1,000)	-100.00%	
Boy Scout Conference	\$10,000	\$10,000	0	0.00%	
CJC Fee Based Programs	\$450,000	\$430,000	(20,000)	-4.44%	
Chick-Fil-A-Leadercast	\$21,250	\$21,250	0	0.00%	
Total Sales and Services	\$40,397,657	\$45,850,337	\$5,449,122	13.50%	
Investment Income-Interest	\$700,000	\$1,000,000	\$300,000	42.86%	(7)
TOTAL REVENUES	\$66,079,732	\$71,635,378	\$5,555,646	8.41%	
TRANSFERS IN					
From Designated Funds					
in Support of Athletics					
Athletics-Capital Project	\$0	\$0	\$0	0.00%	
Athletics-Scholarships	0	0	0	0.00%	
TOTAL TRANSFERS IN	\$0	\$0	\$0	0.00%	
BUDGETED FUND BALANCE	\$0	\$0	\$0	0.00%	
TOTAL AUXILIARIES	\$66,079,732	\$71,635,378	\$5,555,646	8.41%	

SAM HOUSTON STATE UNIVERSITY

**Table C 1
Auxiliary Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018**

NOTES	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATIONS
(1)	Medical Service Fee LSC Fee	(\$237,445) (\$316,595)	Board change waivers on fee - approved at November 2016 board meeting
(2)	University Clinic Clinic Pharmacy	\$67,500 \$67,500	Increased income based on activities for FY 17
(3)	Housing	\$3,592,250	Increase income estimate based on the new residual hall
(4)	Real Estate Rental	\$637,480	
(5)	Dining	\$839,515	Increased income based on activities for FY 17
(6)	Raven Nest Golf Course	(\$275,000)	Decreased income base on activities for FY 17
(7)	Cheerleading, Music Camps Barkat Camp University Bookstore Investment Income-Interest	\$200,000 \$30,000 \$150,000 \$300,000	Increased income based on activities for FY 17

SAM HOUSTON STATE UNIVERSITY

**Table C 2
Auxiliary Funds
Budgeted Expenditures
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY 2017 PROPOSED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTES
AUXILIARIES					
Student Service Fee					
Non-Athletics Accounts	7,387,479	7,580,888	\$193,409	2.62%	
Total Student Service Fee	\$7,387,479	\$7,580,888	\$193,409	2.62%	
Athletics-Other Revenue and Designated					
Tuition Support	2,480,500	2,581,000	\$100,500	4.05%	
Medical Service Fee	2,973,435	2,867,490	(\$105,945)	-3.56%	
Athletic Fee	9,521,680	9,592,777	\$71,097	0.75%	
Lowman Student Center Fee	3,805,850	3,494,516	(\$311,334)	-8.18%	(1)
Bearkat One-Card Services	886,843	906,319	\$19,476	2.20%	
Housing	8,343,097	11,943,058	\$3,599,961	43.15%	(2)
Real Estate Rental	0	240,871	\$240,871	100.00%	(2)
Dining	9,595,172	10,443,793	\$848,621	8.84%	(2)
Vending	352,200	40,000	(\$312,200)	-88.64%	(3)
Houstonian	70,000	70,000	\$0	0.00%	
University Hotel	1,500,000	1,500,000	\$0	0.00%	
Continuing Education	210,000	210,000	\$0	0.00%	
Diplomas and Transcripts	280,000	310,000	\$30,000	10.71%	
University Mail Services	14,400	14,400	\$0	0.00%	
Raven Nest Golf Course	925,000	650,000	(\$275,000)	-29.73%	(4)
Freshman Orientation	475,000	462,000	(\$13,000)	-2.74%	
Music Camps	60,000	260,000	\$200,000	333.33%	(5)
Xerox-Library	50,000	40,000	(\$10,000)	-20.00%	
Office of Alumni Relations	453,000	453,000	\$0	0.00%	
Sam Houston Press	327,000	330,000	\$3,000	0.92%	
Parking and Public Safety	2,427,935	2,427,935	\$0	0.00%	
Crimes	1,500,000	1,500,000	\$0	0.00%	
CJC Fee Based Programs	500,000	485,000	(\$15,000)	-3.00%	
Interest on Time Deposits	200,000	200,000	\$0	0.00%	
Other Programs	1,135,294	1,308,253	\$172,959	15.23%	(5)
Auxiliary Enterprise Expenditures	\$55,473,885	\$59,911,300	\$4,437,415	8.00%	
Transfer Out					
Medical Service Fee Debt Service	549,100	552,600	\$3,500	0.64%	
Athletic Fee	0	125,000	\$125,000	100.00%	(6)
Lowman Student Center Fee Debt Service	717,531	715,270	(\$2,261)	-0.32%	
Student Service Fee Debt Service	290,000	290,000	\$0	0.00%	
Housing Debt Service	7,596,903	7,589,192	(\$7,711)	-0.10%	
Dining Debt Service	605,313	596,207	(\$9,106)	-1.50%	
Parking and Public Safety Debt Service	347,000	347,000	\$0	0.00%	
Real Estate Rental	0	396,609	\$396,609	100.00%	(6)
Vending	0	312,200	\$312,200	100.00%	(6)
Interest Transfer to Designated	500,000	800,000	300,000	60.00%	(7)
Total Transfer Out	10605847	11,724,078	\$1,118,231	358.72%	
TOTAL AUXILIARY FUNDS EXPENDITURES	\$66,079,732	\$71,635,378	\$5,555,646	8.41%	

SAM HOUSTON STATE UNIVERSITY

**Table C 2
Auxiliary Funds
Budgeted Expenditures
Year Ending August 31, 2018**

NOTES	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATIONS
AUXILIARIES			
(1)	Lowman Student Center Fee	(\$311,334)	Expenditure authority was decreased based on decrease in revenue.
(2)	Housing	\$3,599,961	Expenditure authority was increased based on increase in revenue.
	Real Estate Rental	\$240,871	
	Dining	\$848,621	
(3)	Vending	(\$312,200)	Expenditure authority move to transfer out for bond
(4)	Raven Nest Golf Course	(\$275,000)	Expenditure authority was decreased based on decrease in revenue.
(5)	Music Camps	\$200,000	Expenditure authority was increased based on increase in revenue.
	Other Programs	\$172,959	
(6)	Athletic Fee	\$125,000	Exenditure authority was increase based on Bond payment
	Real Estate Rental	\$396,609	
	Vending	\$312,200	
(7)	Interest Transfer to Designated	\$300,000	Expenditure authority was transfer over to Designated.

SAM HOUSTON STATE UNIVERSITY

**Table D
Higher Education Fund (HEF)
Year Ending August 31, 2018**

ITEM DESCRIPTION	FY 2017 PROPOSED AMOUNT	FY 2018 PROPOSED AMOUNT	AMOUNT CHANGED	PERCENT CHANGED	NOTES
EDUCATIONAL AND GENERAL					
Capital Equipment-Non Academic					
Departments E&G	\$ 68,226	\$ 16,650	(\$51,576)	-309.77%	(1)
Academic Capital Equipment	\$ 1,999,914	\$ 2,000,000	86	0.00%	
Computer Services	\$ 1,300,000	\$ 1,300,000	0	0.00%	
TOTAL EDUCATIONAL AND GENERAL	\$3,368,140	\$3,316,650	(\$51,490)	-1.53%	
DESIGNATED FUNDS					
TOTAL DESIGNATED	\$0	\$0	\$0	0.00%	
PLANT FUNDS					
TOTAL PLANT FUNDS	\$13,961,718	\$14,013,208	\$51,490	0.37%	
TOTAL BUDGETED HEF	\$17,329,858	\$17,329,858	\$0	0.00%	

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

HEF SUMMARY

Estimated Balance 09-01-17	<u>\$0</u>
Appropriations	<u>\$17,329,858</u>
Budgeted Expenditures	
Educational & General	(\$3,316,650)
Plant Funds	(\$14,013,208)
Total Budgeted Expenditures	<u>(\$17,329,858)</u>
Estimated Balance 08-31-18	<u>\$0</u>

SAM HOUSTON STATE UNIVERSITY

Table D
Higher Education Fund (HEF)
Year Ending August 31, 2018

NOTES	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATIONS
(1)	Capital Equipment-Non Academic Departments E&G	(51,576)	Decreased budget based on request.

Sam Houston State University
Table E
Auxiliary Enterprises Operations
Year Ending August 31, 2018

ITEM DESCRIPTION	MEN					WOMEN					
	FOOTBALL	BASKETBALL	BASEBALL	TRACK	OTHER	BASKETBALL	VOLLEYBALL	SOFTBALL	TRACK	OTHER	
Sales and Service											
Gate Receipts	\$650,000	\$50,000	\$95,000	\$0	\$0	\$3,000	\$5,500	\$6,500	\$0	\$0	
Game Guarantees	\$0	\$285,000	\$3,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$3,000	
Concessions	\$0	\$0	\$0	\$0	\$83,000	\$0	\$0	\$0	\$0	\$2,000	
Other											
Advertising	\$0	\$0	\$0	\$0	\$187,500	\$0	\$0	\$0	\$0	\$187,500	
Licensing Fees	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000	
Camps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
NCAA Revenue Sharing	\$0	\$0	\$0	\$0	\$387,500	\$0	\$0	\$0	\$0	\$387,500	
Stadium Operations	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$10,000	
Total Sales and Services	\$650,000	\$335,000	\$98,000	\$0	\$778,000	\$43,000	\$5,500	\$6,500	\$0	\$665,000	
Designated Tuition	\$0	\$0	\$0	\$0	\$1,604,500	\$0	\$0	\$0	\$0	\$1,604,500	
Athletic Fee	\$0	\$0	\$0	\$0	\$4,858,888	\$0	\$0	\$0	\$0	\$4,858,889	
Gifts and Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Investments/Endowments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Capital Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL BUDGETED FUNDS	\$650,000	\$335,000	\$98,000	\$0	\$7,241,388	\$43,000	\$5,500	\$6,500	\$0	\$7,128,389	
EXPENDITURES											
Salaries	\$1,115,142	\$347,336	\$288,048	\$90,648	\$1,279,094	\$288,216	\$139,728	\$139,704	\$90,648	\$1,555,052	
Fringe Benefits (Longevity)	\$289,000	\$93,000	\$82,000	\$28,000	\$270,000	\$75,000	\$40,000	\$35,000	\$28,000	\$363,500	
Travel	\$274,000	\$214,000	\$102,250	\$50,000	\$29,250	\$34,500	\$60,000	\$100,000	\$50,000	\$161,700	
Scholarships	\$1,403,514	\$289,614	\$260,653	\$280,703	\$178,224	\$334,170	\$267,336	\$267,336	\$401,004	\$825,605	
Other Maintenance & Operating	\$326,000	\$121,000	\$100,000	\$62,500	\$1,157,261	\$120,500	\$20,000	\$50,000	\$62,500	\$1,267,041	
Capital Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL BUDGETED EXPENDITURES	\$3,407,656	\$1,064,950	\$832,951	\$511,851	\$2,913,829	\$852,386	\$527,064	\$592,040	\$632,152	\$4,172,898	
	TOTAL	TOTAL	OTHER	ADMIN	GRAND	INTERCOLLEGIATE ATHLETICS SUMMARY					
	MEN	WOMEN	ACTIVITIES		TOTAL						
REVENUES											
Sales & Services						Estimated Balance 09-01-17					\$0
Gate Receipts	\$795,000	\$15,000	\$0	\$0	\$810,000						
Games Guarantees	\$288,000	\$43,000	\$0	\$0	\$331,000	Revenues					\$15,507,777
Concessions	\$83,000	\$2,000	\$0	\$0	\$85,000						
Other	\$0	\$0	\$0	\$0	\$0	Expenditures					\$15,507,777
NCAA Revenue Sharing	\$387,500	\$387,500	\$0	\$0	\$775,000						
Camps	\$0	\$0	\$0	\$0	\$0	Estimated Balance 08-31-18					\$0
Stadium Operations	\$45,000	\$10,000	\$0	\$0	\$55,000						
Advertising/Licensing	\$262,500	\$262,500	\$0	\$0	\$525,000						
Total Sales & Services	\$1,861,000	\$720,000	\$0	\$0	\$2,581,000						
Designated Tuition	\$1,604,500	\$1,604,500	\$0	\$0	\$3,209,000						
Athletic Fee	\$4,858,888	\$4,858,889	\$0	\$0	\$9,717,777						
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						
TOTAL BUDGETED FUNDS	\$8,324,388	\$7,183,389	\$0	\$0	\$15,507,777						
EXPENDITURES											
Salaries	\$1,898,144	\$991,224	\$0	\$2,444,248	\$5,333,616						
Fringe Benefits (Longevity)	\$512,000	\$291,500	\$0	\$500,000	\$1,303,500						
Travel	\$660,250	\$396,950	\$0	\$18,500	\$1,075,700						
Scholarships	\$2,334,735	\$2,017,478	\$155,946	\$0	\$4,508,159						
Other O&M	\$699,520	\$452,800	\$0	\$2,134,482	\$3,286,802						
Capital Expenditures	\$0	\$0	\$0	\$0	\$0						
TOTAL BUDGETED EXPENDITURES	\$6,104,649	\$4,149,952	\$155,946	\$5,097,230	\$15,507,777						

Sam Houston State University

TABLE F
Student Services and Activities Financed by Student Services Fees
Estimated Revenue, Fund Balances and Budgeted Expenditures

Year Ending August 31, 2018

ITEM	FY 2016 Adopted	FY 2017 Proposed	Change		Explanations for "Other" Category Line-Items
	Budget	Budget	Amount	Percent	
Student Services Fee per semester credit hour	\$16	\$16	\$ -	0%	
Student Services Fee fund balance at beginning of year (net of encumbrances)	\$1,266,420	\$1,266,420			
Forecast Revenue:					
SSF Revenue	\$7,614,479	\$7,775,388	\$ 160,909	2%	
Revenue Earned from Activities	\$63,000	\$95,500	\$ 32,500	52%	Rodeo Team, Parent Weekend, Parent Association, Legal Service, Student Activities
Interest Revenue					
Transfer In					
Total Forecast Revenue:	\$7,677,479	\$7,870,888	\$ 193,409	3%	
Budgeted Student Service Fee Expenditures:					
1. Textbook rentals					
2. Recreational activities					
3. Health and hospital services					
4. Medical services					
5. Intramural and intercollegiate athletics					
6. Artists and lecture series					
7. Cultural entertainment series	\$637,062	\$648,500	\$ 11,438	2%	
8. Debating and oratorical activities					
9. Student publications	\$1,000	\$500	\$ (500)	-50%	
10. Student government	\$75,000	\$75,000	\$ -	0%	
11. Student fee advisory committee					
12. Student transportation services other than those in TEC 54.504, 511, 512, 513					
13. Other (insert a separate row for each activity as necessary - see instructions)					
Counseling Center	\$635,000	\$655,000	\$ 20,000	3%	
Special Population	\$400,586	\$409,586	\$ 9,000	2%	
Legal Services for Students	\$235,500	\$245,708	\$ 10,208	4%	
Student Travel	\$385,000	\$383,000	\$ (2,000)	-1%	
Scholarship	\$376,884	\$396,200	\$ 19,316	5%	
Programs	\$1,346,309	\$1,210,167	\$ (136,142)	-10%	
Dean of Student Life Salary Personnel	\$406,190	\$428,832	\$ 22,642	6%	
Student Activities Salaries Personnel	\$745,752	\$542,000	\$ (203,752)	-27%	
Student Support Service	\$1,213,275	\$1,390,114	\$ 176,839	15%	
University Camp Phase II	\$386,281	\$386,281	\$ -	0%	
Student Service Construction	\$833,640	\$1,100,000	\$ 266,360	32%	
Total expenditures	\$7,677,479	\$7,870,888	\$193,409.00	3%	
Estimated Student Services Fee fund balance at end of year	\$1,266,420	\$1,266,420	\$0.00	0.00%	

Enter Date of Student Services Advisory Committee Meeting when this schedule was considered. March 27, 2017

Sam Houston State University

Table G

Budgeted FTEs by Operating Expenses
Year Ending August 31, 2018

	Actual 2016	Estimated 2017	Budgeted 2018
Appropriated			
Faculty	508.83	495.30	614.58
Staff	546.85	510.38	566.75
Subtotal, Appropriated	1,055.68	1,005.69	1,181.33
Non-Appropriated			
Faculty	178.03	170.54	139.75
Staff	1,229.85	836.96	974.88
Subtotal, Non-Appropriated	1,407.88	1,007.50	1,114.63
GRAND TOTAL	2,463.55	2,013.19	2,295.96

SAM HOUSTON STATE UNIVERSITY

**Table H
Restricted Funds
Budgeted Revenues, Expense, and Transfers
Year Ending August 31, 2018**

	Revenue	Salaries	Travel	O & M	Utilities	Capital	Total
Charter School	\$ 3,313,200.00	\$ 2,307,755.00	\$ 49,500.00	\$ 955,945.00	\$ -	\$ -	\$ 3,313,200.00
	\$ 3,313,200.00	\$ 2,307,755.00	\$ 49,500.00	\$ 955,945.00	\$ -	\$ -	\$ 3,313,200.00

SAM HOUSTON STATE UNIVERSITY
FY 18 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	\$ 75,605,307.00	\$ 1,429,882.00	\$ 4,038,216.00	\$ 20,915,308.00	\$ 10,023,883.00	\$ 14,028,880.00	\$ 9,207,348.00	\$ 162,000.00	\$ 18,482,913.00	\$ 153,893,737
Fringe Benefit	\$ 16,936,986.00	\$ 551,498.00	\$ 1,296,625.00	\$ 4,852,027.00	\$ 2,465,367.00	\$ 5,059,763.00	\$ 2,068,459.00		\$ 4,778,275.00	\$ 38,009,000
Travel	\$ 635,259.00	\$ 61,217.00	\$ 83,379.00	\$ 1,821,734.00	\$ 255,000.00	\$ 400,349.00	\$ 75,345.00		\$ 1,859,107.00	\$ 5,191,390
O&M	\$ 2,784,587.00	\$ 216,466.00	\$ 2,251,710.00	\$ 16,182,680.00	\$ 3,110,086.00	\$ 6,523,121.00	\$ 2,302,116.00	\$ 19,980,921.00	\$ 26,028,557.00	\$ 79,380,244
Utilities	\$ 2,201.00	\$ 4,200.00	\$ 161,352.00	\$ 322,376.00	\$ 249,277.00	\$ 21,945.00	\$ 4,061,267.00		\$ 3,597,787.00	\$ 8,420,405
Capital	\$ 45,000.00	\$ 135,000.00	\$ 20,565.00	\$ 19,031,187.00	\$ 279,500.00	\$ 78,068.00	\$ 272,656.00		\$ 5,164,661.00	\$ 25,026,637
	\$ 96,009,340	\$ 2,398,263	\$ 7,851,847	\$ 63,125,312	\$ 16,383,113	\$ 26,112,126	\$ 17,987,191	\$ 20,142,921	\$ 59,911,300	\$ 309,921,413

Matrix does not include transfer out item such: system payments



SUL ROSS STATE UNIVERSITY

A Member of the Texas State University System
ALPINE, TEXAS 79832

Office of
Vice President for Finance and Operations

Post Office Box C-118
Phone (432) 837-8076
Fax (432) 837-8905

July 3, 2017

Board of Regents
Texas State University System
Austin, Texas

The Honorable Regents:

The following initiatives and/or highlights are included in the proposed FY2018 Operating Budget for Sul Ross State University – Alpine and Sul Ross State University – Rio Grande College.

General Revenue Appropriations:

SB1, 85th Legislature appropriated General Revenue for Sul Ross – Alpine for FY2018 effectively at \$1,033,787 less than the amount appropriated for FY 2017. For Sul Ross – RGC, the reduction is \$361,332. These numbers represent the net effect of changes to formula, debt service, research funding, and non-formula support. In addition, the appropriations for staff group insurance premiums for FY2018 were decreased by \$367,817 for Alpine and \$26,142 for the Rio Grande College.

Fee and Other Revenues:

Sul Ross – Alpine and the Rio Grande College have experienced overall enrollment improvements in FY2017. We project enrollment at slightly below our actual experience from the previous fiscal year. Because of this enrollment growth, budgeted semester credit hours for Alpine are approximately 1,008 more in FY2018 than that budgeted in FY2017. The Rio Grande College increase in projected enrollment is 766 semester credit hours. These enrollment increases resulted in budgeted revenue increases for all fees.

We are projecting housing revenue slightly higher than the current fiscal year at \$76,000. Occupancy for FY2017 was slightly improved from FY2016. In addition to improved occupancy, the refinancing of the Housing Complex Bonds generated savings which are redirected to funding of the new President's Access Initiative Scholarship program and other housing improvements. Each annual cohort in this program requires \$75,000 and FY2018 will have a full cohort. Fund balance in Pledged Auxiliary Enterprises after providing for debt service and this scholarship program continues to improve and strengthen.

Alpine Pledged Auxiliary fund balance at the end of each fiscal year has generally been reserved to pay the debt service on housing bonds in the next year. Estimated Pledged Auxiliary revenues are greater than budgeted expenditures for FY 2018 by \$2,193,267. 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. Beginning in FY2016, this fund balance is remaining in the Pledged fund group in order to make it available for planned housing improvements.

Impact to Employees:

In an effort to accommodate the significant reduction in state general revenue, we have frozen 26 vacant positions in Alpine and 2 at the Rio Grande College. The proposed FY2018 Operating Budget provides a reserve for a modest pay raise of 1.5% contingent upon enrollment for Fall 2017 meeting our projection. The total amount of this reserve is \$250,000. Generally, we have not changed/impacted budgets for undergraduate and graduate student employment compared to the 2017 budget other than some redirection from non-need based to need based funding.

Utilities Decrease:

The overall Purchased Utility budget was decreased by \$52,000. This is the net effect of a savings in electricity offset by increases in natural gas, water, and waste water.

Lease Costs – RGC:

Sul Ross –RGC overall lease costs increased by \$16,000 as a result of the increase in CPI. The total lease costs for FY2018 are approximately \$1.424M for all four sites. These lease costs include all building maintenance, security, utilities, and grounds keeping.

Current Overall Fiscal Condition:

As reflected on the summary page of the Operating Budget for FY2018, the University is continuing to maintain a good financial status. All Educational and General Fund expenditures are included in the E&G budget section 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 FY2018, the supplements are \$3,304,977 for Alpine and \$1,729,860 for the Rio Grande College. In addition for Alpine, a transfer of \$1,341,168 to Unpledged Auxiliary is budgeted to supplement funding for the athletics program and the University Center. The auxiliary transfer is increased from FY2017 as a result of reclassification of several coaches to 100% athletic duties, the addition of another athletic trainer, the implementation of men's soccer and other miscellaneous expenses.

We continue to be excited and optimistic that our new recruitment and retention efforts are producing stable and increasing enrollment. We believe we have taken a conservative approach in budgeting enrollment and related revenues. Growth in enrollment remains the critical element to continued strengthening of fund balances.

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 2017 indicate increased enrollments at both campuses. Our conservative approach to this budget should allow the Alpine and the RGC fund balances to remain stable.


(Signature)

William L. Kibler,
President

7/3/2017
(Date)


(Signature)

Cesario Valenzuela,
Vice President for
Finance and Operations

7/3/17
(Date)

SUL ROSS STATE UNIVERSITY - ALPINE

Table A. 1
 Educational & General Funds
 Budgeted Revenues and Transfers
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
TUITION AND FEES				
Tuition Net of Waivers and Exemptions	\$2,519,000	\$2,473,000	(\$46,000)	-1.83%
Lab Fees	8,000	8,000	0	0.00%
Publications Fees	54,000	55,000	1,000	1.85%
Other Fees	49,000	51,000	2,000	4.08%
TOTAL - TUITION AND FEES	2,630,000	2,587,000	(43,000)	-1.63%
STATE APPROPRIATIONS				
General Revenue Appropriation	12,652,740	11,895,228	(757,512) A	-5.99%
Plus: HB 100 TRB Debt Service	482,637	0	(482,637) B	-100.00%
Staff Benefit Appropriations	4,374,122	3,878,305	(495,817) A	-11.34%
HEF Appropriations	2,135,523	2,135,523	0	0.00%
TOTAL - STATE APPROPRIATIONS	19,645,022	17,909,056	(1,735,966)	-8.84%
CURRENT FUNDS				
Investment Income	13,000	15,000	2,000	15.38%
Sales and Services	2,000	2,000	0	0.00%
Other Income	2,000	2,000	0	0.00%
TOTAL - CURRENT FUNDS	17,000	19,000	2,000	11.76%
TRANSFERS IN				
Rio Grande College Administrative Costs	1,234,532	1,329,109	94,577	7.66%
Transfer from Designated Funds	3,337,147	3,304,977	(32,170)	-0.96%
TOTAL - TRANSFERS IN	4,571,679	4,634,086	62,407	1.37%
TRANSFERS OUT				
Plant Funds - HEF Appropriations	0	0	0	0.00%
TOTAL - TRANSFERS OUT	0	0	0	0.00%
BUDGETED FUND BALANCES				
	0	0	0	0.00%
TOTAL - FUNDS BUDGETED	\$26,863,701	\$25,149,142	(\$1,714,559)	-6.38%

A. Represents the reduction in General Revenue Appropriations per SB1.

B. Debt Service revenue for new TRB issuance now included in bill pattern. This was a transfer in from THECB in 2017.

SUL ROSS STATE UNIVERSITY - ALPINE

Table A. 2
 Educational & General Funds
 Budgeted Expenditures
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
RESIDENT INSTRUCTION				
Agriculture and Natural Resource Sciences	\$674,200	\$639,448	(\$34,752)	-5.15%
Arts & Sciences	2,572,892	2,418,806	(154,086)	-5.99%
Professional Studies	1,587,123	1,217,733	(369,390) A	-23.27%
Unallocated Salaries	0	460,099	460,099 B	100.00%
TOTAL RESIDENT INSTRUCTION	4,834,215	4,736,086	(98,129)	-2.03%
INSTRUCTIONAL ADMINISTRATION				
ORGANIZED ACTIVITIES	528,840	627,833	98,993	18.72%
RESEARCH DEVELOPMENT	116,416	116,830	414	0.36%
LIBRARY	119,625	108,409	(11,216)	-9.38%
PLANT SUPPORT	442,934	417,879	(25,055)	-5.66%
Building Maintenance	282,322	207,738	(74,584)	-26.42%
Custodial Services	414,925	416,424	1,499	0.36%
Grounds Maintenance	218,408	175,519	(42,889)	-19.64%
Plant Support Services	254,609	266,596	11,987	4.71%
Utilities	1,083,110	1,200,045	116,935 B	10.80%
TOTAL PLANT SUPPORT	2,253,374	2,266,322	12,948	0.57%
STUDENT SERVICES				
INSTITUTIONAL SUPPORT	1,126,519	1,071,820	(54,699)	-4.86%
STAFF BENEFITS	2,413,476	2,395,079	(18,397)	-0.76%
NON-FORMULA SUPPORT	5,509,122	5,344,305	(164,817)	-2.99%
HIGHER EDUCATION FUND	4,124,625	2,877,072	(1,247,553) B	-30.25%
	2,135,523	2,135,523	0	0.00%
TOTAL BUDGETED EXPENDITURES	23,604,669	22,097,158	(1,507,511)	-6.39%
TRANSFERS OUT				
Transfer out for TPEG	327,870	325,890	(1,980)	-0.60%
Revenue Bond Debt Service to TSUS	2,931,162	2,726,094	(205,068) C	-7.00%
TOTAL - TRANSFERS OUT	3,259,032	3,051,984	(207,048)	-6.35%
TOTAL - FUNDS BUDGETED	\$26,863,701	\$25,149,142	(\$1,714,559)	-6.82%

A. Decrease is due primarily to vacant positions which were frozen as a strategy to address the appropriation reductions.

B. The reduction in special item appropriations necessitated a reclassification of summer faculty salaries and purchased utilities expenses from special item to other funding sources such as formula and non formula.

C. Increase is due to the reduction in debt service as bonds mature.

SUL ROSS STATE UNIVERSITY - ALPINE

Table B.1
Designated Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
FEEES				
Designated Tuition	\$5,782,000	\$6,171,000	\$389,000	A 6.73%
Computer Access Charge	294,000	300,000	6,000	2.04%
Distance Learning Fee	502,000	585,000	83,000	16.53%
Library Fee	332,000	338,000	6,000	1.81%
Technology Services Charge	725,000	737,000	12,000	1.66%
Commencement Fee	14,000	15,000	1,000	7.14%
Equine Science Program	0	0	0	0.00%
Geology Field Camp Fee	15,000	15,000	0	0.00%
Installment and Late Fees for Tuition	27,000	35,000	8,000	29.63%
International Education Fee	4,557	4,764	207	4.54%
Law Enforcement Academy	40,000	40,000	0	0.00%
Parking and Traffic Control	35,000	35,000	0	0.00%
Research Support - Indirect Cost Recovery	139,000	114,000	(25,000)	-17.99%
UACH - MBA Program	25,000	0	(25,000)	-100.00%
Other Fees	27,000	31,500	4,500	16.67%
TOTAL FEES	7,961,557	8,421,264	455,207	5.72%
SALES AND SERVICES				
ANRS Meats Lab	20,000	25,000	5,000	25.00%
Biology Greenhouse	2,000	3,000	1,000	50.00%
Biology Lab Manual	5,000	3,000	(2,000)	100.00%
Centennial School Operations	100,000	100,000	0	0.00%
Education Service	0	25,000	25,000	100.00%
Facilities Use Fees	15,000	10,000	(5,000)	-33.33%
Faskin Ranch Operation	3,750	3,750	0	0.00%
Freshman Orientation	75,000	70,000	(5,000)	-6.67%
Mathematics Service	0	0	0	0.00%
Salvage Sale	5,000	5,000	0	0.00%
FINANCIAL AID ADMIN. EXPENSE	7,000	7,000	0	0.00%
INVESTMENT INCOME	15,000	15,000	0	0.00%
TOTAL REVENUES	8,209,307	8,688,014	436,914	5.32%
TRANSFERS IN				
TPEG-Scholarships	295,083	293,301	(1,782)	-0.60%
BUDGETED FUND BALANCES				
	107,591	191,413	83,822	77.91%
TOTAL - FUNDS BUDGETED	\$8,611,981	\$9,172,728	\$518,954	6.03%

A. Increased revenue resulting from fee increase approved November 2016. Fee increased from \$140 to \$147 per SCH.

SUL ROSS STATE UNIVERSITY - ALPINE

Table B.2
Designated Funds
Budgeted Expenditures
Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
INSTRUCTION				
International Education Fee	1,000	1,000	0	0.00%
International Studies	18,698	18,784	86	0.46%
Education Service	0	20,000	20,000	100.00%
Law Enforcement Academy	30,000	28,589	(1,411)	-4.70%
UACH - MBA Program	43,000	0	(43,000)	-100.00%
ANRS Meats Lab	20,000	20,000	0	0.00%
All Others	37,789	37,789	0	0.00%
TOTAL INSTRUCTION	150,487	126,162	(24,325)	-16.16%
ACADEMIC SUPPORT				
Distance Learning Fee	291,629	307,135	15,506	5.32%
Computer Resource Center	245,843	247,574	1,731	0.70%
Library Fee	324,074	328,551	4,477	1.38%
QEP Implementation	24,602	15,121	(9,481)	-38.54%
All Others	24,026	24,026	0	0.00%
TOTAL ACADEMIC SUPPORT	910,174	922,407	12,233	1.34%
STUDENT SERVICES				
Financial Aid Admin. Expense	16,700	16,700	0	0.00%
Freshman Orientation	35,000	35,000	0	0.00%
Recruiting	26,460	26,460	0	0.00%
All Others	35,935	35,455	(480)	-1.34%
TOTAL STUDENT SERVICES	114,095	113,615	(480)	-0.42%
INSTITUTIONAL SUPPORT				
Admin Computer Hardware/Software	79,000	87,000	8,000	10.13%
Alumni Affairs	86,298	86,698	400	0.46%
Centennial School Operations	75,332	83,493	8,161	10.83%
External Affairs	279,109	285,256	6,147	2.20%
Institutional Effectiveness	147,807	180,842	33,035	22.35%
Information Technology Management	423,000	423,000	0	0.00%
Merit Increase Reserve	0	211,000	211,000 A	100.00%
President's Contingency Fund	438,360	451,437	13,077	2.98%
SACSCOC Audits	0	49,000	49,000	100.00%
SORM Workers Compensation Assessment	9,000	9,000	0	0.00%
E&G Property Insurance	72,000	72,000	0	0.00%
All Others	329,325	320,372	(8,953)	-2.72%
TOTAL INSTITUTIONAL SUPPORT	1,939,231	2,259,098	319,867	16.49%
SCHOLARSHIPS/FELLOWSHIPS				
Financial Aid Set Aside - Designated Tuition	582,000	635,000	53,000	9.11%
TPEG - Resident	287,820	286,875	(945)	-0.33%
TPEG - Non-Resident	7,263	6,426	(837)	-11.52%
TOTAL SCHOLARSHIPS/FELLOWSHIPS	877,083	928,301	51,218	5.84%
TOTAL BUDGETED EXPENDITURES	3,991,070	4,349,583	358,513	8.98%
TRANSFERS OUT				
Educational and General Funds - DT & Tech Funds	3,337,147	3,304,977	(32,170)	-0.96%
Auxiliary Funds - Designated Tuition	1,118,764	1,341,168	222,404 B	19.88%
Texas State University System Adm. Costs	165,000	177,000	12,000	7.27%
TOTAL TRANSFERS OUT	4,620,911	4,823,145	202,234	4.38%
TOTAL - FUNDS BUDGETED	\$8,611,981	\$9,172,728	\$560,747	19.33%

A. Represents funding set aside to fund a potential FY2018 pay raise. The raise is contingent on enrollment meeting projections.

B. Increase is due to reclassification of several coaching positions with teaching duties to 100% coaching requiring the transfer of related salary expenses to athletics, hiring of a new trainer, implementation of men's soccer, increase in insurance and other needs.

SUL ROSS STATE UNIVERSITY - ALPINE

Table C.1
 Auxiliary Funds
 Budgeted Revenues and Transfers
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
NON-PLEDGED REVENUE				
Fees				
Student Service Fee	\$802,000	\$816,000	\$14,000	1.75%
Student Center Fee	173,000	178,000	5,000	2.89%
Medical Services Fee	128,000	149,000	21,000	16.41%
Recreational Sports Fee	337,000	357,000	20,000	5.93%
Athletic Fee	448,000	504,000	56,000	12.50%
Other Fees	0	0	0	0.00%
Total Fees	1,888,000	2,004,000	116,000	6.14%
Sales and Services				
Athletics	5,250	15,250	10,000	190.48%
Museum Gift Shop	32,000	32,000	0	0.00%
Other Sales & Services	57,000	54,000	(3,000)	-5.26%
Total Sales and Services	94,250	101,250	7,000	7.43%
Other - Investment	5,000	5,000	0	0.00%
TOTAL REVENUES	1,987,250	2,110,250	123,000	6.19%
BUDGETED FUND BALANCE	8,903	(52,174)	(61,077)	-686.03%
TRANSFERS IN (Designated Tuition)	1,118,764	1,341,168	222,404 A	19.88%
TOTAL NON-PLEDGED	\$3,114,917	\$3,399,244	\$284,327.00	9.13%
PLEDGED REVENUE				
Fees				
Installment Fee - Room & Board	\$0	\$0	\$0	0.00%
Late Fee - Room & Board	0	0	0	0.00%
Total Fees	0	0	0	0.00%
Sales and Services				
Food Service	1,481,000	1,555,700	74,700	5.04%
Housing	2,924,000	3,000,000	76,000	2.60%
Total Sales and Services	4,405,000	4,555,700	150,700	3.42%
Other				
Bookstore Commissions	0	0	0	0.00%
Investment	3,000	4,000	1,000	33.33%
Miscellaneous	3,500	3,500	0	0.00%
Total Other	6,500	7,500	1,000	15.38%
TOTAL REVENUES	4,411,500	4,563,200	151,700	3.44%
BUDGETED FUND BALANCE	(335,318)	(397,617)	(62,299)	18.58%
TRANSFERS IN - Designated Tuition	0	0	0	0.00%
TOTAL PLEDGED	\$4,076,182	\$4,165,583	\$89,401	2.19%
TOTAL - FUNDS BUDGETED	\$7,191,099	\$7,564,827	\$373,728	9.17%

A. Increase is due to reclassification of several coaching positions with teaching duties to 100% coaching requiring the transfer of related salary expenses to athletics, hiring of a new trainer, implementation of men's soccer, increase in insurance and other needs.

SUL ROSS STATE UNIVERSITY - ALPINE

Table C.2
 Auxiliary Funds
 Budgeted Expenditures
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
NON-PLEDGED				
Student Service Fee				
Advising and Orientation	\$185,563	\$172,434	(13,129)	-7.08%
Counseling Center	159,917	127,933	(31,984)	-20.00%
Excet Review Course	35,519	34,024	(1,495)	-4.21%
Student Publications	59,110	61,800	2,690	4.55%
Intercollegiate Rodeo	107,307	108,461	1,154	1.08%
Student Service Fee Contingency	21,323	21,000	(323)	-1.51%
Student Organizations & Activities	89,478	90,078	600	0.67%
All Others	150,175	149,082	(1,093)	-0.73%
Total Student Service Fee	808,392	764,812	(43,580)	-5.39%
Student Center Fee				
University Center Game Room	15,550	15,550	0	0.00%
University Center Physical Plant	72,600	77,600	5,000	6.89%
University Center Program Council	121,703	121,980	277	0.23%
University Center Services	25,722	25,725	3	0.01%
Total Student Center Fee	235,575	240,855	5,280	2.24%
Athletic Fee - Athletics	272,000	267,000	(5,000)	-1.84%
Recreational Sports Fee				
Recreational Sports Facility	172,745	171,398	(1,347)	-0.78%
Recreational Sports Facility-Physical Plant	137,921	142,587	4,666	3.38%
Total Recreational Sports Fee	310,666	313,985	3,319	1.07%
Student Medical Service	119,845	143,029	23,184	19.34%
Other				
Athletics	1,069,240	1,302,233	232,993 A	21.79%
Museum Gift Shop	28,776	28,776	0	0.00%
University Center Services	8,892	8,023	(869)	-9.77%
All Others	5,531	5,531	0	0.00%
Total Other	1,112,439	1,344,563	232,124	20.87%
TOTAL BUDGETED EXPENDITURES	2,858,917	3,074,244	215,327	7.53%
TRANSFERS OUT - Debt Service Reserve	256,000	325,000	69,000	26.95%
TOTAL NON-PLEDGED	\$3,114,917	\$3,399,244	\$284,327	9.13%
PLEDGED				
Food Service	1,265,000	1,352,000	87,000	6.88%
Housing	415,635	573,391	157,756 B	37.96%
Plant Support Services	921,246	699,953	(221,293) B	-24.02%
Auxiliary Administration	210,011	220,849	10,838	5.16%
All Others	23,740	23,740	0	0.00%
TOTAL BUDGETED EXPENDITURES	2,835,632	2,869,933	34,301	1.21%
TRANSFERS OUT - Debt Service Reserve	1,016,550	1,015,650	(900)	-0.09%
TRANSFERS OUT - President's Scholarship	224,000	280,000	56,000	25.00%
TOTAL TRANSFERS OUT	1,240,550	1,295,650	55,100	4.44%
TOTAL PLEDGED	\$4,076,182	\$4,165,583	\$89,401	2.19%
TOTAL - FUNDS BUDGETED	\$7,191,099	\$7,564,827	\$373,728	5.20%

A. Increase is due to reclassification of several coaching positions with teaching duties to 100% coaching requiring the transfer of related salary expenses to athletics, hiring of a new trainer, implementation of men's soccer, increase in insurance and other needs.

B. For FY2018, WIFI and Cable service is classified under housing and was previously under plant support.

SUL ROSS STATE UNIVERSITY - ALPINE

Table D
Higher Education Fund (HEF)
Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
EDUCATIONAL & GENERAL				
Equipment - E&G	\$1,828,350	\$1,848,415	\$20,065	1.10%
Construction Support	78,891	58,826	(20,065)	-25.43%
Library Books - E&G	228,282	228,282	0	0.00%
TOTAL EDUCATIONAL & GENERAL	2,135,523	2,135,523	0	0.00%
DESIGNATED FUNDS				
None Budgeted	0	0	0	0.00%
TOTAL DESIGNATED FUNDS	0	0	0	0.00%
PLANT FUNDS				
None Budgeted	0	0	0	0.00%
TOTAL PLANT FUNDS	0	0	0	0.00%
TOTAL - BUDGETED HEF	\$2,135,523	\$2,135,523	\$0	0.00%

HEF SUMMARY

Estimated Balance 9/01/17	\$1,000,000	
Appropriations	<u>2,135,523</u>	
Total Estimated Available		3,135,523
Estimated Expenditures:		
Educational and General	(2,135,523)	
Plant Funds	<u>(500,000)</u>	
Total Budgeted Expenditures		(2,635,523)
Estimated Balance 8/31/18		<u><u>\$500,000</u></u>

SUL ROSS STATE UNIVERSITY--ALPINE

Table E
 Auxiliary Enterprises Operations
 Intercollegiate Athletics
 Year Ending August 31, 2018

Item Description	Men				Fields				Women				Combined			
	Football	Basketball	Baseball	Soccer	Football	Baseball	Soccer	Softball	Volleyball	Basketball	Softball	Soccer	Track	Cross Country	Tennis	
REVENUES																
Sales and Services																
Gate Receipts	\$1,250	\$500	\$500						500	\$500						
Game Guarantees	5,000	7,000														
Concessions																
Facility Rental					\$0											
Total Sales and Services	6,250	7,500	500	0	0	0	0	0	500	500	0	0	0	0	0	
Athletic Fee	70,661	18,686	20,150	18,000					10,500	13,400	11,000	8,280	19,799	2,500	6,700	
Designated Tuition	323,397	78,412	84,306	17,776	14,849	22,849	8,000	7,500	69,430	91,205	75,930	50,274	20,600	7,300	25,467	
Medical Fee																
Gifts and Contracts																
Investment/ Endowments						0		0								
TOTAL BUDGETED FUNDS	400,308	104,598	104,956	35,776	14,849	22,849	8,000	7,500	80,430	105,105	86,930	58,554	40,399	9,800	32,167	
EXPENDITURES																
Salaries	235,009	46,350	42,749	18,000	8,717	8,717		0	39,240	48,000	39,240	17,249	12,060	0	10,000	
Fringe Benefits	85,629	14,462	14,557	3,776	3,132	3,132		0	9,690	18,605	9,690	6,525	3,489	0	3,317	
Maintenance & Operations	5,080	7,400	7,000		3,000	11,000	8,000	7,500	7,500	7,400	6,000	5,000	0	0	700	
Equipment	36,370	11,286	13,150	10,000	0	0		0	3,000	6,000	5,000	3,280	4,250	2,500	6,000	
Travel	38,220	25,100	27,500	4,000	0	0		0	21,000	25,100	27,000	26,500	20,600	7,300	12,150	
TOTAL BUDGETED EXPENDITURES	400,308	104,598	104,956	35,776	14,849	22,849	8,000	7,500	80,430	105,105	86,930	58,554	40,399	9,800	32,167	
	Totals	Totals	Combined	Adminis-					Sports	Grand						
	Men	Women	Sports	tration	Compliance	Training	Information	Total								
REVENUES																
Sales and Services																
Gate Receipts	2,250	1,000						3,250								
Game Guarantees	12,000	0						12,000								
Concessions	0	0						0								
Other	0	0						0								
Total Sales and Services	14,250	1,000	0	0	0	0	0	15,250	1.0%							
Athletic Fee	127,497	43,180	28,999	54,324	0	10,000	3,000	267,000	16.8%							
Designated Tuition	541,589	302,339	53,367	227,295	7,245	110,942	44,206	1,286,983	80.8%							
Medical Fee	0	0	0	23,000				23,000	1.4%							
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%							
TOTAL BUDGETED FUNDS	683,336	346,519	82,366	304,619	7,245	120,942	47,206	\$1,592,233	100.0%							
EXPENDITURES																
Salaries	359,542	143,729	22,060	84,871	0	81,346	32,145	723,693	60.9%							
Fringe Benefits	124,688	44,510	6,806	28,691	0	29,596	12,061	246,352								
Maintenance & Operations	33,480	41,400	700	183,557	0	0	3,000	262,137	16.5%							
Equipment	70,806	17,280	12,750	3,000	0	10,000	0	113,836	7.1%							
Travel	94,820	99,600	40,050	4,500	7,245	0	0	246,215	15.5%							
	\$683,336	\$346,519	\$82,366	\$304,619	\$7,245	\$120,942	\$47,206	\$1,592,233	100.0%							

SUL ROSS STATE UNIVERSITY - ALPINE

Table F
 Student Services and Activities Financed by Student Services Fees
 Estimated Revenue, Fund Balances and Budgeted Expenditures

Year Ending August 31, 2018

Item	FY 2017 Approved		FY 2018 Proposed		Change		Line-Items
	Budget		Budget		Amount	Percent	
Fee per hour/semester	\$22/\$238 Sem		\$22/\$238 Sem				
Fund Balance at Beginning of year	\$	15,000	\$	90,000	\$	75,000	500.00%
Total Forecast Revenue:							
From Fee Revenue	\$	811,000	\$	822,000	\$	11,000	1.36%
Interest Revenue	\$	4,000	\$	4,000	\$	-	0.00%
Transfer In	\$	-	\$	-	\$	-	0.00%
Total Forecast Revenue	\$	815,000	\$	826,000	\$	11,000	1.35%
Expenditures:							
1. Textbook rentals	\$	-	\$	-	\$	-	0.00%
2. Recreational activities	\$	39,764	\$	37,858	\$	(1,906)	-4.79%
3. Health and hospital services	\$	-	\$	-	\$	-	0.00%
4. Medical services	\$	-	\$	-	\$	-	0.00%
5. Intramural and intercollegiate athletics	\$	-	\$	-	\$	-	0.00%
6. Artists and lecture series	\$	-	\$	-	\$	-	0.00%
7. Cultural entertainment series	\$	17,500	\$	17,500	\$	-	0.00%
8. Debating and oratorical activities	\$	-	\$	-	\$	-	0.00%
9. Student publications	\$	59,110	\$	61,800	\$	2,690	4.55%
10. Student government	\$	12,450	\$	12,450	\$	-	0.00%
11. Student fee advisory committee	\$	-	\$	-	\$	-	0.00%
12. Student transportation services other than those in TEC 54.504, 511, 512, 513	\$	-	\$	-	\$	-	0.00%
13. Other:							
Advising and Orientation	\$	185,563	\$	172,434	\$	(13,129)	-7.08%
Ambassadors	\$	20,000	\$	20,000	\$	-	0.00%
Bank Service Charges	\$	20,500	\$	20,500	\$	-	0.00%
Counseling Center	\$	159,917	\$	127,933	\$	(31,984)	-20.00%
Excet Review Course	\$	35,519	\$	34,024	\$	(1,495)	-4.21%
Freshman Leadership	\$	27,500	\$	27,500	\$	-	0.00%
Homecoming	\$	4,000	\$	5,000	\$	1,000	25.00%
Lobo Den	\$	1,000	\$	-	\$	(1,000)	-100.00%
Intercollegiate Rodeo	\$	75,307	\$	75,461	\$	154	0.20%
Intercollegiate Rodeo NIRA Event	\$	32,000	\$	33,000	\$	1,000	3.13%
Student Advisory Board	\$	4,000	\$	4,600	\$	600	15.00%
Student Development	\$	78,911	\$	79,724	\$	813	1.03%
Student Support Services	\$	1,500	\$	1,500	\$	-	0.00%
Student Service Fee Contingency	\$	21,323	\$	21,000	\$	(323)	-1.51%
Undergraduate Travel	\$	3,528	\$	3,528	\$	-	0.00%
University Funds for Organizations	\$	9,000	\$	9,000	\$	-	0.00%
Total Expenditures	\$	808,392	\$	764,812	\$	(43,580)	-5.39%
Fund Balance at end of Year	\$	21,608	\$	151,188	\$	129,580	599.69%

Date of Student Services Advisory Committee meeting when this schedule was considered.

4/13/2017

SUL ROSS STATE UNIVERSITY - ALPINE

Table G
 Budgeted FTEs by Operating Expenses
 Year Ending August 31, 2018

DESCRIPTION	ACTUAL 2016	ESTIMATED 2017	BUDGETED 2018
Appropriated			
Faculty	89.00	105.80	94.44
Staff	192.00	222.00	185.17
Subtotal, Appropriated	281.00	327.80	279.61
Non-Appropriated			
Faculty	20.00	1.00	0.00
Staff	137.00	109.20	68.35
Subtotal, Non-Appropriated	157.00	110.20	68.35
GRAND TOTAL	438.00	438.00	347.96

Sul Ross State University - Alpine
Matrix of Budgeted Operating Expenses Reported by Function
For the Fiscal Year Ended August 31, 2018

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	5,139,043	-	-	-	-	-	-	-	-	-	-	5,139,043
Staff Salaries	651,508	414,689	202,751	1,302,082	914,378	3,729,528	1,135,754	-	1,763,467	-	-	10,114,157
Travel	88,329	-	-	31,616	47,359	111,368	-	-	321,316	-	-	599,988
Other Operating Expenses (M&O)	302,976	23,347	-	433,179	847,701	1,826,007	263,901	305,101	2,627,705	-	-	6,629,917
Utilities	-	-	-	-	-	-	897,000	-	520,000	-	-	1,417,000
Staff Benefits	1,060	49,161	-	51,551	-	197,524	-	-	573,353	5,344,305	-	6,216,954
Heaf Salaries	-	-	-	-	-	58,826	-	-	-	-	-	58,826
Equipment	700,000	100,000	-	228,282	100,000	500,000	448,415	-	138,336	-	-	2,215,033
Total Operating Expenses	\$ 6,882,916	\$ 587,197	\$ 202,751	\$ 2,046,710	\$ 1,909,438	\$ 6,423,253	\$ 2,745,070	\$ 305,101	\$ 5,944,177	\$ 5,344,305	\$ -	\$ 32,390,918

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table A. 1
 Educational & General Funds
 Budgeted Revenues and Transfers
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
TUITION AND FEES				
Tuition net of Waivers and Exemptions	\$962,000	\$1,017,000	\$55,000	5.72%
Lab Fees	0	0	0	0.00%
Publication Fees	33,000	33,000	\$0	0.00%
Other Fees	18,000	21,000	3,000	16.67%
TOTAL - TUITION AND FEES	1,013,000	1,071,000	58,000	5.73%
STATE APPROPRIATIONS				
General Revenue Appropriation	5,027,041	4,665,709	-361,332 A	-7.19%
Staff Benefit Appropriations	777,024	726,882	-50,142	-6.45%
HEF Appropriations	410,738	410,738	0	0.00%
TOTAL - STATE APPROPRIATIONS	6,214,803	5,803,329	-411,474	-6.62%
CURRENT FUNDS				
Indirect Cost Recovery	0	0	0	0.00%
Investment Income	7,000	7,000	0	0.00%
Sales and Services	0	0	0	0.00%
Other Income	0	0	0	0.00%
TOTAL - CURRENT FUNDS	7,000	7,000	0	0.00%
TRANSFERS IN				
Designated Funds- Designated Tuition and Technology Services Fees	1,626,023	1,729,860	103,837	6.39%
TOTAL - TRANSFERS IN	1,626,023	1,729,860	103,837	6.39%
BUDGETED FUND BALANCES	0	0	0	0.00%
TOTAL - FUNDS BUDGETED	\$8,860,826	\$8,611,189	(\$249,637)	-2.90%

A. Represents the reduction in General Revenue Appropriations per SB1.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table A. 2
 Educational & General Funds
 Budgeted Expenditures
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
RESIDENT INSTRUCTION				
Business Administration	\$372,410	\$416,288	\$43,878	11.78%
Education	312,838	325,937	13,099	4.19%
Humanities	62,130	62,130	0	0.00%
Natural and Behavioral Sciences	57,824	57,824	0	0.00%
Unallocated Salaries	0	301,214	301,214	A 100.00%
TOTAL RESIDENT INSTRUCTION	805,202	1,163,393	358,191	44.48%
INSTRUCTIONAL ADMINISTRATION				
ORGANIZED ACTIVITIES	0	0	0	0.00%
LIBRARY	142,200	142,200	0	0.00%
PLANT SUPPORT				
Facilities Leases	1,086,165	1,424,433	338,268	A 31.14%
TOTAL PLANT SUPPORT	1,086,165	1,424,433	338,268	31.14%
STUDENT SERVICES				
INSTITUTIONAL SUPPORT	464,258	461,528	(2,730)	-0.59%
STAFF BENEFITS	507,634	304,775	(202,859)	B -39.96%
NON-FORMULA SUPPORT	1,217,524	1,116,382	(101,142)	-8.31%
HIGHER EDUCATION ASSISTANCE FUND	2,593,248	1,811,310	(781,938)	A -30.15%
TOTAL BUDGETED EXPENDITURES	410,738	410,738	0	0.00%
TRANSFERS OUT				
Transfer out for TPEG	7,491,324	7,139,610	(351,714)	-4.69%
Administrative Costs Transfer to SRSU	134,970	142,470	7,500	5.56%
TOTAL - TRANSFERS OUT	1,234,532	1,329,109	94,577	7.66%
TOTAL - FUNDS BUDGETED	1,369,502	1,471,579	102,077	7.45%
TOTAL - FUNDS BUDGETED	\$8,860,826	\$8,611,189	(\$249,637)	-2.90%

A. The reduction in special item appropriations necessitated a reclassification of summer faculty salaries and lease of facilities expenses from special item to other funding sources such as formula and non formula.

B. Decrease is due primarily to vacant positions which were frozen as a strategy to address the appropriation reductions.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table B.1
Designated Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
FEES				
Computer Access Fee	\$124,000	\$128,000	\$4,000	3.23%
Commencement Fee	6,000	6,000	0	0.00%
Designated Tuition	1,506,000	1,694,000	188,000 A	12.48%
Distance Learning Fee	234,000	254,000	20,000	8.55%
International Education Fee	2,769	2,764	(5)	-0.18%
Library Services Fee	35,000	37,000	2,000	5.71%
Technology Services Charges	319,000	334,000	15,000	4.70%
Other Fees	12,000	12,000	0	0.00%
TOTAL FEES	2,238,769	2,467,764	228,995	10.23%
SALES AND SERVICES	64,948	0	(64,948)	-100.00%
FINANCIAL AID ADMIN. EXPENSE	0	0	0	0.00%
INVESTMENT INCOME	0	0	0	0.00%
TOTAL REVENUES	2,303,717	2,467,764	164,047	7.12%
TRANSFERS IN				
TPEG-Grants	121,473	128,223	6,750	5.56%
TOTAL TRANSFERS IN	121,473	128,223	6,750	5.56%
BUDGETED FUND BALANCES	244,726	233,380	(11,346)	-4.64%
TOTAL - FUNDS BUDGETED	\$2,669,916	\$2,829,367	\$159,451	5.97%

A. Increased revenue resulting from fee increase approved November 2016. Fee increased from \$85.50 to \$91.50 per SCH.

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table B.2
 Designated Funds
 Budgeted Expenditures
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
INSTRUCTION				
International Education Fee	2,950	2,950	0	0.00%
TOTAL INSTRUCTION	\$2,950	\$2,950	\$0	0.00%
ACADEMIC SUPPORT				
Commencement	13,230	13,230	0	0.00%
Computer Access Charge	143,261	133,661	(9,600)	-6.70%
Distance Learning Fee	80,000	95,000	15,000	18.75%
Library Services Fee	33,000	33,000	0	0.00%
Nursing	64,948	0	(64,948)	100.00%
QEP Implementation	47,397	60,809	13,412	28.30%
All Others	4,000	4,000	0	0.00%
TOTAL ACADEMIC SUPPORT	385,836	339,700	(46,136)	-11.96%
STUDENT SERVICES				
Student Services	1,764	1,764	0	0.00%
TOTAL STUDENT SERVICES	1,764	1,764	0	0.00%
INSTITUTIONAL SUPPORT				
Employee Training - RGC	3,000	3,000	0	0.00%
Information Technology Management	281,000	281,000	0	0.00%
Merit Increase Reserve	0	39,000	39,000	100.00%
Property Insurance	2,000	2,000	0	0.00%
RGC Contingency	14,000	14,000	0	0.00%
SACSCOC Audits	0	26,000	26,000	100.00%
SORM Workers Compensation Assessment	1,000	1,000	0	0.00%
VP - RGC	15,000	15,000	0	0.00%
All Others	67,870	72,870	5,000	7.37%
TOTAL INSTITUTIONAL SUPPORT	383,870	453,870	70,000	18.24%
SCHOLARSHIPS/FELLOWSHIPS				
Financial Assistance Set Aside - DT	104,000	126,000	22,000	21.15%
TPEG - Resident	120,420	127,035	6,615	5.49%
TPEG - Non-Resident	1,053	1,188	135	12.82%
TOTAL SCHOLARSHIPS/FELLOWSHIPS	225,473	254,223	28,750	12.75%
TOTAL BUDGETED EXPENDITURES	999,893	1,052,507	52,614	5.26%
TRANSFERS OUT				
Educational and General Funds				
Designated Tuition/ Technology Services	1,626,023	1,729,860	103,837	6.39%
Texas State University System Adm. Costs	44,000	47,000	3,000	6.82%
TOTAL TRANSFERS OUT	1,670,023	1,776,860	106,837	6.40%
TOTAL - FUNDS BUDGETED	\$2,669,916	\$2,829,367	\$159,451	5.97%

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table C.1
 Auxiliary Funds
 Budgeted Revenues and Transfers
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
NON-PLEDGED				
REVENUE				
Fees				
Student Service Fee	\$239,000	\$246,000	\$7,000	2.93%
Total Fees	239,000	246,000	7,000	2.93%
Sales and Services				
Other Sales & Services	0	0	0	0.00%
Total Sales and Services	0	0	0	0.00%
Other				
Investment	1,000	1,000	0	0.00%
Total Other	1,000	1,000	0	0.00%
TOTAL REVENUE	240,000	247,000	7,000	2.92%
BUDGETED FUND BALANCE	171,098	161,935	(9,163)	-5.36%
TOTAL TRANSFERS IN	0	0	0	0.00%
TOTAL NON-PLEDGED	\$411,098	\$408,935	(\$2,163)	-0.53%
PLEDGED				
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%
TOTAL PLEDGED	\$0	\$0	\$0	0.00%
TOTAL - FUNDS BUDGETED	\$411,098	\$408,935	(\$2,163)	-0.53%

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table C.2
 Auxiliary Funds
 Budgeted Expenditures
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
NON-PLEDGED				
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	22,425	25,000	2,575	11.48%
Student Academic Tools - RGC	35,100	35,100	0	0.00%
Student Services - RGC	185,698	183,535	(2,163)	-1.16%
Student Development - RGC	25,000	22,425	(2,575)	-10.30%
Student Copy Service-RGC	10,128	10,128	0	0.00%
Student Government - RGC	22,679	22,679	0	0.00%
Student Growth Activities - RGC	15,140	15,140	0	0.00%
Student Mentors - RGC	8,352	8,352	0	0.00%
Student Organization Travel - RGC	6,000	6,000	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	411,098	408,935	(2,163)	-0.53%
TOTAL NON-PLEDGED	\$411,098	\$408,935	(\$2,163)	-0.53%
PLEDGED				
TOTAL PLEDGED	\$0	\$0	\$0	0.00%
TOTAL - FUNDS BUDGETED	\$411,098	\$408,935	(\$2,163)	-0.53%

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table D
Higher Education Fund (HEF)
Year Ending August 31, 2018

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
EDUCATIONAL & GENERAL				
Equipment	\$260,738	\$260,738	\$0	0.00%
Library Books	150,000	150,000	0	0.00%
TOTAL EDUCATIONAL & GENERAL	410,738	410,738	0	0.00%
DESIGNATED FUNDS				
Unallocated	0	0	0	
TOTAL DESIGNATED FUNDS	0	0	0	0.00%
PLANT FUNDS				
None Allocated				
TOTAL PLANT FUNDS	0	0	0	0.00%
TOTAL - BUDGETED HEF	\$410,738	\$410,738	\$0	0.00%

HEF SUMMARY

Estimated Balance 09/01/17	\$700,000
Appropriations	410,738
Budgeted Expenditures:	
Educational and General	(410,738)
Estimated Balance 08/31/18	<u>\$700,000</u>

SUL ROSS STATE UNIVERSITY--RIO GRANDE COLLEGE

Table E
Auxiliary Enterprises Operations
Intercollegiate Athletics
Year Ending August 31, 2018

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

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table F
 Student Services and Activities Financed by Student Services Fees
 Estimated Revenue, Fund Balances and Budgeted Expenditures

Year Ending August 31, 2018

Item	FY 2017 Approved		FY 2018 Proposed		Change		Line-Items
	Budget		Budget		Amount	Percent	
Fee per hour/semester	\$15/\$140 Sem		\$15/\$140 Sem				
Fund Balance at Beginning of year	\$	600,000	\$	540,000	\$	(60,000)	-10.00%
Total Forecast Revenue:							
From Fee Revenue	\$	239,000	\$	246,000	\$	7,000	2.93%
Interest Revenue	\$	1,000	\$	1,000	\$	-	0.00%
Total Forecast Revenue	\$	240,000	\$	247,000	\$	7,000	2.92%
Expenditures:							
1. Textbook rentals	\$	-	\$	-	\$	-	0.00%
2. Recreational activities	\$	-	\$	-	\$	-	0.00%
3. Health and hospital services	\$	-	\$	-	\$	-	0.00%
4. Medical services	\$	-	\$	-	\$	-	0.00%
5. Intramural and intercollegiate athletics					\$	-	0.00%
6. Artists and lecture series	\$	25,000	\$	25,000	\$	-	0.00%
7. Cultural entertainment series	\$	15,140	\$	15,140	\$	-	0.00%
8. Debating and oratorical activities					\$	-	0.00%
9. Student publications	\$	3,840	\$	3,840	\$	-	0.00%
10. Student government	\$	22,679	\$	22,679	\$	-	0.00%
11. Student fee advisory committee					\$	-	0.00%
12. Student transportation services other than those in TEC 54.504, 511, 512, 513					\$	-	0.00%
13. Other:							
Bank Service Charges	\$	500	\$	500	\$	-	0.00%
Leadership Retreat	\$	2,900	\$	2,900	\$	-	0.00%
Advertising	\$	25,000	\$	25,000	\$	-	0.00%
Student Academic Tools	\$	35,100	\$	35,100	\$	-	0.00%
Student Development	\$	22,425	\$	22,425	\$	-	0.00%
Student Mentors	\$	8,352	\$	8,352	\$	-	0.00%
Student Organization Travel	\$	6,000	\$	6,000	\$	-	0.00%
Student Services	\$	185,698	\$	183,535	\$	(2,163)	-1.16%
Student Copy Service	\$	10,128	\$	10,128	\$	-	0.00%
Student Service Fee Contingency	\$	24,500	\$	24,500	\$	-	0.00%
University Funds for Organizations	\$	23,836	\$	23,836	\$	-	0.00%
Total Expenditures	\$	411,098	\$	408,935	\$	(2,163)	-0.53%
Fund Balance at end of Year	\$	428,902	\$	378,065	\$	(50,837)	-11.85%

Date of Student Services Advisory Committee meeting when this schedule was considered.

3/28/2017

SUL ROSS STATE UNIVERSITY - RIO GRANDE COLLEGE

Table G
 Budgeted FTEs by Operating Expenses
 Year Ending August 31, 2018

DESCRIPTION	ACTUAL 2016	ESTIMATED 2017	BUDGETED 2018
Appropriated			
Faculty	27.00	32.00	34.64
Staff	36.00	40.00	35.42
Subtotal, Appropriated	63.00	72.00	70.06
Non-Appropriated			
Faculty	3.50	0.50	0.00
Staff	13.50	7.50	5.01
Subtotal, Non-Appropriated	17.00	8.00	5.01
GRAND TOTAL	80.00	80.00	75.07

Sul Ross State University - Rio Grande College
Matrix of Budgeted Operating Expenses Reported by Function
For the Fiscal Year Ended August 31, 2018

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	2,116,457	-	-	-	-	-	-	-	-	-	-	2,116,457
Staff Salaries	39,136	-	121,190	314,665	416,664	418,837	-	-	103,049	-	-	1,413,541
Travel	122,800	-	-	26,500	29,280	37,334	-	-	32,169	-	-	248,083
Other Operating Expenses (M&O)	165,010	-	-	52,230	240,414	852,962	-	128,223	233,221	-	-	1,672,060
Lease of Facilities	-	-	-	142,200	-	-	1,424,433	-	-	-	-	1,566,633
Staff Benefits	-	-	-	3,009	-	13,653	-	-	40,496	1,116,382	-	1,173,540
Administrative Support	-	-	-	-	-	-	-	-	-	-	-	-
Equipment	135,738	-	-	150,000	50,000	75,000	-	-	-	-	-	410,738
Total Operating Expenses	\$ 2,579,141	\$ -	\$ 121,190	\$ 688,604	\$ 736,358	\$ 1,397,786	\$ 1,424,433	\$ 128,223	\$ 408,935	\$ 1,116,382	\$ -	\$ 8,601,052



DENISE M. TRAUTH
PRESIDENT

OFFICE OF THE PRESIDENT

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SAN MARCOS, TEXAS 78666-4684

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June 30, 2017

Members of the Board of Regents
The Texas State University System

Dear Members of the Board of Regents:

In the 2018-2019 state budget, Texas State University's overall support from state resources remains flat thanks to an allocation of new non-formula funding to support the Materials Advanced Research Center; however, funding for the general operations of the university decreased by approximately \$4.4 million. Despite this funding cut, Texas State's financial picture is sound due in large part to strong enrollment demand and conservative financial planning that anticipated a cut in state appropriations.

The fiscal year 2018 annual operating budget for Texas State has been prepared using previously approved tuition and fee rates. Enrollment figures for the last 12 months were used to project income for fiscal year 2018. While we hope for a modest enrollment increase in FY 2018, we remain committed to the practice of not counting on increased revenue from enrollment growth until it materializes. Our modest plans for growth this year will be especially tested as both of our top competitors have made significant changes to their admissions practices, admitting thousands of additional students, many of whom are our applicants as well. Nevertheless, our enrollment for fall 2017 continues to look strong at the midpoint of the summer.

We have preliminarily funded a merit pool in this budget for faculty and staff salary increases based on two-percent of eligible salaries, roughly the rate of inflation, though our employees' salaries, on average, continue to trail local and national markets by an amount much greater than this. However, the merit pool will not be allocated until January 2018. This will allow us to have reliable enrollment statistics and an estimate of the growth in Hazlewood Act tuition waivers this fall before making the decision. The cost of this merit pool, if implemented for our employees paid from appropriations and tuition, is approximately \$3.7 million. Other income-generating and grant accounts must fund their own merit pool as their available resources allow.

In order to accommodate faculty promotion and tenure awards, an additional \$673,548 has been allocated. We added another \$331,748 for faculty summer salaries, reflecting further growth in our summer offerings. We also added \$243,960 to provide two-percent increases in graduate assistantships to make these positions more competitive with other universities. Due to the delayed implementation of the two-percent merit pool, managers across Texas State have not yet allocated merit increases. Therefore, salary information elsewhere in this document reflects fiscal year 2017 levels.

The FY 2018 increase in the cost of employee and retiree health insurance will require an increase of only \$715,812 in our benefits budgets as a result of a 0.74 percent rate increase. The increase for FY 2018 is low compared to the actual increase in the cost of insurance because the legislature directed the state insurance program to use its reserves in order to keep rate increases down this year.

The budget includes additional funding for a number of new academic programs in their first or second year of implementation. Those include a Ph.D. in Computer Science, a Master of Science in Engineering, a Bachelor of Science in Civil Engineering, and a Master of Science in Respiratory Care at a combined cost of \$1.3 million. Through continuous and concerted energy-saving efforts, we are able to avoid any increase to the university's utilities budget for FY 2018, although the utilities budget will need a significant increase in FY 2019 as we will have several hundred thousand new square feet of buildings online for the whole year.

As a university with thousands of veterans and their family members currently enrolled, we fully support the spirit of the Hazlewood Act. In fact, Texas State has the highest number of Hazlewood program participants of any university in Texas. However, this largely unfunded mandate continues to place a significant burden on the University. We will waive approximately \$18 million in tuition and fees under this program in FY 2017 alone while receiving only \$2.2 million from the state to help offset that loss.

Our continued growth provides necessary opportunities for improved financial strength, academic quality, and student services. However, growth does not come without increased costs. Each fall, we increase the salary budget of each academic department in order to hire additional faculty to teach the sections required by growth. Our efficient use of classroom and laboratory space is already the best among all universities in Texas, yet we continue to find ways to accommodate more students each fall.

Texas State continues to have a bright financial future and we will continue to be very conservative in our approach to planning. As state appropriations continue to decrease, we are particularly thankful to you, our Board members, for approving our modest tuition and fee increases in the past. Your support has been instrumental in allowing us to make tremendous progress in moving the University forward, serving more students each year, progressing toward National Research University status, and ensuring a high quality education for our students.

Sincerely,



Denise M. Trauth
President



Eric Algoe
Vice President for Finance and Support Services

Enclosures

Texas State University

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

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Tuition and Fees					
Tuition	\$54,376,000	\$55,454,000	\$1,078,000	1.98%	
Lab Fees	80,000	80,000	-	-	
Total Tuition and Fees	54,456,000	55,534,000	1,078,000	1.98%	
State Appropriations					
General Revenue Appropriation	102,056,374	110,242,894	8,186,520	8.02%	(1)
HB 100 TRB Debt Service	8,631,780	-	-8,631,780	-100.00%	(2)
Hazlewood Appropriation	1,000,000	1,000,000	-	-	
Higher Education Fund Appropriation	37,162,755	37,162,755	-	-	
Staff Benefit Appropriations	27,552,000	26,327,416	-1,224,584	-4.44%	
Total Appropriations	176,402,909	174,733,065	-1,669,844	-0.95%	
Current Funds					
Investment Income	400,000	400,000	-	-	
Sales, Services, and Other Income	1,243,000	1,236,000	-7,000	-0.56%	
Administrative Overhead Credit	1,900,000	-	-1,900,000	-100.00%	(3)
Total Current Funds	3,543,000	1,636,000	-1,907,000	-53.82%	
Total Revenues	234,401,909	231,903,065	-2,498,844	-1.07%	
Transfers In					
Designated Tuition	37,995,000	51,935,989	13,940,989	36.69%	(4)
Total Transfers In	37,995,000	51,935,989	13,940,989	36.69%	
Budgeted Fund Balances	-	-	-	-	
Total Budgeted Funds	\$272,396,909	\$283,839,054	\$11,442,145	4.20%	

Texas State University

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

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	General Revenue (GR) Appropriation	\$8,186,520	Reflects decrease in GR formula funding of \$1,838,084, decrease in existing special items of \$1,358,224, adding \$2,850,000 MARC special item, and rolling last biennium's HB 100 Tuition Revenue Bond debt service into General Appropriation Act.
(2)	HB 100 TRB Debt Service	-\$8,631,780	Reflects rolling last biennium's rider funding for TRB debt service into General Appropriation Act bill pattern.
(3)	Administrative Overhead Credit	-\$1,900,000	Reflects move of administrative overhead to Designated since the credit is applied to Institutional Support which is now overwhelmingly paid from Designated.
(4)	Transfer from Designated Tuition	\$13,940,989	Reflects use of Board-authorized Designated Tuition increase to fund merit raises and strategic plan initiatives as well as replace appropriations reduced by Legislature.

Texas State University

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

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Resident Instruction					
Applied Arts	\$9,287,862	\$9,881,601	\$593,739	6.39%	(1)
Business	13,371,453	14,205,413	833,960	6.24%	(2)
Education	12,615,042	13,320,465	705,422	5.59%	(3)
Fine Arts and Communication	15,128,413	16,305,929	1,177,516	7.78%	(4)
Health Professions	7,846,128	8,356,778	510,650	6.51%	(5)
Liberal Arts	24,639,428	25,257,651	618,224	2.51%	
Science	20,632,046	21,170,752	538,706	2.61%	
Other Instruction	1,419,161	1,594,591	175,430	12.36%	(6)
Faculty Salaries General	16,354,853	16,136,896	-217,956	-1.33%	
Reserves	7,464,992	8,866,806	1,401,815	18.78%	(7)
Total Resident Instruction	<u>128,759,376</u>	<u>135,096,883</u>	<u>6,337,506</u>	<u>4.92%</u>	
Instructional Administration					
Organized Activities	5,850,306	6,130,110	279,804	4.78%	
Organized Research	1,243,000	1,236,000	-7,000	-0.56%	
Library	4,481,560	4,713,589	232,029	5.18%	(8)
Student Services	2,131,666	2,143,983	12,317	0.58%	
Institutional Support	4,930,503	5,213,694	283,190	5.74%	(9)
Plant Support	2,008,703	2,124,897	116,194	5.78%	
Staff Benefits	9,498,018	9,554,797	56,779	0.60%	
Non-Formula Support	49,249,470	51,133,720	1,884,250	3.83%	
Total Budget Expenditures	<u>3,483,147</u>	<u>5,817,154</u>	<u>2,334,007</u>	<u>67.01%</u>	(10)
Transfers Out					
Tuition Transfers (TPEG)	60,761,160	60,674,229	-86,931	-0.14%	
TRB Debt Service	6,755,000	6,915,180	160,180	2.37%	
HEF Bond Transfers	18,975,071	18,740,277	-234,794	-1.24%	
HEF Plant Funds	1,050,000	5,808,500	4,758,500	453.19%	(11)
Total Transfers Out	<u>33,981,089</u>	<u>29,210,272</u>	<u>-4,770,817</u>	<u>-14.04%</u>	(12)
Budgeted Expenditures & Transfers Out					
	<u>\$272,396,909</u>	<u>\$283,839,054</u>	<u>\$11,442,145</u>	<u>4.20%</u>	

Texas State University

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

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Applied Arts	\$593,739	Reflects primarily new faculty positions for Criminal Justice, Occupational Education, and Social Work.
(2)	Business	\$833,960	Reflects primarily new faculty positions for Accounting and Finance.
(3)	Education	\$705,422	Reflects primarily new faculty positions for Curriculum and Instruction, Health and Human Performance, and CLAS.
(4)	Fine Arts and Communication	\$1,177,516	Reflects primarily new faculty positions for Journalism, Art and Design, Music, Communication Studies, and Theatre.
(5)	Health Professions	\$510,650	Reflects new faculty positions for Nursing.
(6)	Other Instruction	\$175,430	Reflects increased funding for Testing, Research Support, and Evaluation Center
(7)	Reserves	\$1,401,815	Reflects provision for new academic programs in Engineering, Respiratory Care, and Computer Science.
(8)	Organized Research	\$232,029	Reflects increased funding for New Faculty Start-up
(9)	Student Services	\$283,190	Reflects increased funding for Admissions counselors.
(10)	Non-formula Support	\$2,334,007	Reflects new Materials Application Research Center line item, partially offset by cuts in existing special items.
(11)	HEF Debt Service	\$4,758,500	Reflects use of HEF for debt service on Bruce and Gloria Ingram Hall, Encino Hall, Archives and Research Center, and University Events Center.
(12)	HEF Plant Funds	-\$4,770,817	Reflects use of HEF for debt service on Bruce and Gloria Ingram Hall, Encino Hall, Archives and Research Center, and University Events Center.

Texas State University

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

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Registration Fees					
Designated Tuition	\$184,147,000	\$198,865,000	\$14,718,000	7.99%	(1)
Advising Fee	6,380,000	7,615,000	1,235,000	19.36%	(2)
Computer Service Fees	14,200,000	14,576,000	376,000	2.65%	
Environmental Service Fee	75,000	82,000	7,000	9.33%	
Extension and Study Abroad	5,171,000	5,944,000	773,000	14.95%	(3)
International Fee	202,000	247,000	45,000	22.28%	
Library Fee	11,340,000	11,600,000	260,000	2.29%	
Repeat Fee	1,603,000	1,603,000	-	-	
Student Publication Fees	610,000	680,000	70,000	11.48%	
Total Registration Fees	223,728,000	241,212,000	17,484,000	7.81%	
Incidental Fees	12,091,000	13,657,000	1,566,000	12.95%	(4)
Administrative Overhead	-	2,641,000	2,641,000	-	(5)
Sales and Services	4,142,000	4,427,000	285,000	6.88%	(6)
Indirect Cost Recovery	4,367,000	4,672,000	305,000	6.98%	(7)
Investment Income	1,745,000	1,745,000	-	-	
Total Revenue	246,073,000	268,354,000	22,281,000	9.05%	
Transfers From Other Funds					
Tuition Transfers	6,755,000	6,915,180	160,180	2.37%	
Budgeted Fund Balances					
	-	-	-	-	
Total Budgeted Funds	\$252,828,000	\$275,269,180	\$22,441,180	8.88%	

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	\$14,718,000	Reflects Board-authorized tuition increase.
(2)	Advising Fee	\$1,235,000	Reflects Board-authorized fee increase.
(3)	Extension and Study Abroad	\$773,000	Reflects increased programming in Study Abroad.
(4)	Incidental Fees	\$1,566,000	Reflects growth in distance education.
(5)	Administrative Overhead	\$2,641,000	Reflects move of administrative overhead from Education and General (E&G) since the credit is applied to Institutional Support which is now overwhelmingly paid from Designated.
(6)	Sales and Services	\$285,000	Reflects increased estimates for continuing education and theatre summer camps.
(7)	Indirect Cost Recovery	\$305,000	Reflects increased grant activity.

Texas State University

Table B 2
Current Fund Revenues and Expenditures
Designated Funds
Expenditures

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Instruction					
Method	\$20,803,842	\$21,379,885	\$576,043	2.77%	
Other Designated	7,698,649	8,996,881	1,298,232	16.86%	(1)
Total Instruction	28,502,491	30,376,766	1,874,275	6.58%	
Research					
Method	2,174,347	2,927,176	752,829	34.62%	(2)
Other Designated	4,721,980	5,026,980	305,000	6.46%	(3)
Total Research	6,896,327	7,954,156	1,057,829	15.34%	
Public Service					
Method	7,000	17,000	10,000	142.86%	
Other Designated	861,000	822,000	-39,000	-4.53%	
Total Public Service	868,000	839,000	-29,000	-3.34%	
Academic Support					
Method	8,062,463	7,750,878	-311,585	-3.86%	
Other Designated	32,314,033	35,425,102	3,111,069	9.63%	(4)
Total Academic Support	40,376,496	43,175,980	2,799,484	6.93%	
Student Services					
Method	3,586,669	3,722,011	135,342	3.77%	
Other Designated	5,015,359	5,586,867	571,508	11.40%	(5)
Total Student Services	8,602,028	9,308,878	706,850	8.22%	
Plant Support					
Method	24,877,448	25,572,910	695,463	2.80%	
Other Designated	2,802,380	2,976,435	174,056	6.21%	
Total Plant Support	27,679,827	28,549,346	869,518	3.14%	
Institutional Support					
Method	51,739,390	49,801,485	-1,937,905	-3.75%	
Other Designated	867,600	1,403,735	536,135	61.80%	(6)
Total Institutional Support	52,606,990	51,205,220	-1,401,770	-2.66%	
Scholarship/Fellowships					
Method	28,045,304	30,455,691	2,410,387	8.59%	(7)
Other Designated	6,961,000	7,166,180	205,180	2.95%	
Total Scholarship/Fellowships	35,006,304	37,621,871	2,615,567	7.47%	
Total Expenditures	200,538,462	209,031,216	8,492,754	4.23%	

Transfers to					
Educational and General Funds	37,995,000	51,935,989	13,940,989	36.69%	(8)
Athletics	4,480,000	5,369,000	889,000	19.84%	(9)
TSUS for Administrative Costs	4,400,000	4,695,842	295,842	6.72%	(10)
Plant Funds/Debt Service					
Method	3,634,538	3,537,133	-97,405	-2.68%	
Other Designated	1,780,000	700,000	-1,080,000	-60.67%	(11)
Total Transfers Out	<u>52,289,538</u>	<u>66,237,964</u>	<u>13,948,426</u>	<u>26.68%</u>	
Budgeted Expenditures and Transfers Out	<u>\$252,828,000</u>	<u>\$275,269,180</u>	<u>\$22,441,180</u>	<u>8.88%</u>	

Texas State University

Table B 2
Current Fund Revenues and Expenditures
Designated Funds
Expenditures

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Instruction Other Designated	\$1,298,232	Reflects increased programming for Extension, Study Abroad, and Distance Education.
(2)	Research Method	\$752,829	Reflects increased funding for New Faculty Start-Up.
(3)	Research Other Designated	\$305,000	Reflects increased estimated indirect cost recoveries.
(4)	Academic Support Other Designated	\$3,111,069	Reflects permanent funding for advising as well as use of Library Fee for existing library operations instead of library debt service.
(5)	Student Services Other Designated	\$571,508	Reflects increased estimates for undergraduate applications and orientation.
(6)	Institutional Support Other Designated	\$536,135	Reflects re-categorization of certain computer use fee accounts.
(7)	Scholarship/Fellowships Method	\$2,410,387	Reflects increases for financial aid set-aside and merit scholarships
(8)	Transfers to Educational and General Funds	\$13,940,989	Reflects use of Board-authorized Designated Tuition increase to fund merit raises and strategic plan initiatives as well as replace appropriations cut by Legislature.
(9)	Transfers to Athletics	\$889,000	Reflects university subsidy to pay debt service on University Events Center expansion.
(10)	Transfers to TSUS for Administrative Costs	\$295,842	Reflects TSUS assessment.
(11)	Plant Funds/Debt Service Other Designated	-\$1,080,000	Reflects use of Library Fee for library operations instead of library debt service. Library debt service was assumed by HEF.

Texas State University

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

ITEM DESCRIPTION	FY2017 APPROVED BUDGET	FY2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Fees					
Athletics Fee	\$17,700,000	\$18,211,000	\$511,000	2.89%	
Medical Service Fee	4,040,000	4,081,000	41,000	1.01%	
Recreational Sports Fee	6,940,000	7,000,000	60,000	0.86%	
Student Bus Fee	7,175,000	7,074,000	-101,000	-1.41%	
Student Center Fee	4,730,000	6,107,000	1,377,000	29.11%	(1)
Student Service Fee	6,870,000	7,000,000	130,000	1.89%	
Total Fees	47,455,000	49,473,000	2,018,000	4.25%	
Sales and Services					
Athletics	6,914,000	6,974,000	60,000	0.87%	
Bookstore	8,750,000	8,750,000	-	-	
Food Service	14,263,000	15,250,000	987,000	6.92%	(2)
Housing	43,702,000	45,812,000	2,110,000	4.83%	
Student Health Center	2,264,000	2,915,000	651,000	28.75%	(3)
Parking	7,651,000	7,754,000	103,000	1.35%	
Other Sales and Services	2,792,000	3,398,000	606,000	21.70%	(4)
Total Sales and Services	86,336,000	90,853,000	4,517,000	5.23%	
Interest Income	2,313,000	2,313,000	-	-	
Total Auxiliary Enterprise Revenue	136,104,000	142,639,000	6,535,000	4.80%	
Transfers In					
Transfer to Athletics - Designated	4,480,000	5,369,000	889,000	19.84%	(5)
Transfer to Athletics - Auxiliary	2,087,000	1,970,000	(117,000)	-5.61%	
Total Transfers In	6,567,000	7,339,000	772,000	11.76%	
Budgeted Fund Balances	-	-	-	-	
Total Budgeted Funds	\$142,671,000	\$149,978,000	\$7,307,000	5.12%	

Texas State University

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

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Student Center Fee	\$1,377,000	Reflects Board-authorized fee increase.
(2)	Food Service	\$987,000	Reflects increased sales due to opening Jones Dining Center.
(3)	Student Health Center	\$651,000	Reflects increase of insurance payments.
(4)	Other Sales and Services	\$606,000	Reflects budget for vending contracts.
(5)	Transfer to Athletics - Designated	\$889,000	Reflects university subsidy to pay debt service on University Events Center expansion.

Texas State University

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

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	NOTE
Student Fees					
Medical Service Fee	\$3,770,005	\$3,810,105	\$40,100	1.06%	
Recreational Sports Fee	4,750,200	4,826,450	76,250	1.61%	
Student Bus Fee	7,288,000	7,187,000	-101,000	-1.39%	
Student Center Fee	4,730,000	5,200,750	470,750	9.95%	(1)
Student Service Fee	6,870,000	7,000,000	130,000	1.89%	
Total Student Fees	27,408,205	28,024,305	616,100	2.25%	
Auxiliary Income Generating					
Athletics	27,544,998	28,230,984	685,986	2.49%	
Bookstore	8,677,387	8,462,668	-214,719	-2.47%	
Food Service	13,120,619	14,109,038	988,419	7.53%	(2)
Housing	30,437,271	30,811,207	373,936	1.23%	
Parking	3,511,938	3,675,787	163,849	4.67%	
Student Health Center	2,264,000	2,915,000	651,000	28.75%	(3)
All Others	2,905,000	2,903,000	-2,000	-0.07%	
Total Auxiliary Income Generating	88,461,213	91,107,684	2,646,471	2.99%	
Auxiliary Enterprise Expenditures	115,869,418	119,131,989	3,262,571	2.82%	
Transfers Out					
Auxiliary Transfer to Athletics	2,087,000	1,970,000	(117,000)	-5.61%	
Athletics Debt Service	3,636,002	4,293,016	657,014	18.07%	(4)
Bookstore Debt Service	72,613	287,332	214,719	295.70%	(5)
Food Service Debt Service	1,142,381	1,140,962	-1,419	-0.12%	
Health Center Debt Service	269,995	270,895	900	0.33%	
Housing Debt Service	13,264,729	15,000,793	1,736,064	13.09%	(6)
Parking Debt Service	4,139,062	4,078,213	-60,849	-1.47%	
Recreational Sports Debt Service	2,189,800	2,173,550	-16,250	-0.74%	
Student Center Debt Service	-	906,250	906,250	-	(7)
University Events Center Debt Service	-	725,000	725,000	-	(8)
Total Transfers Out	26,801,582	30,846,011	4,044,429	15.09%	
Budgeted Expenditures & Transfers Out	\$142,671,000	\$149,978,000	\$7,307,000	5.12%	

Texas State University

Table C 2
Current Fund Revenues and Expenditures
Auxiliary Funds
Expenditures

NOTE	ITEM DESCRIPTION	AMOUNT CHANGED	EXPLANATION
(1)	Student Center Fee	\$470,750	Reflects budget increases for operations.
(2)	Food Service	\$988,419	Reflects increased sales due to opening Jones Dining Center.
(3)	Student Health Center	\$651,000	Reflects increased operating expenditures funded by insurance payments.
(4)	Athletics Debt Service	\$657,014	Reflects debt service for Athletics' share of University Events Center expansion.
(5)	Bookstore Debt Service	\$214,719	Reflects debt service for Bookstore renovation.
(6)	Housing Debt Service	\$1,736,064	Reflects debt service schedule.
(7)	Student Center Debt Service	\$906,250	Reflects debt service for Student Center renovation.
(8)	University Events Center Debt Service	\$725,000	Reflects UEC expansion debt service paid by vending.

Texas State University

Table D
Higher Education Fund (HEF)
Year Ending August 31, 2018

Item Description	FY 2017 Approved Budget	FY 2018 Proposed Amount	Amount Changed	Percent Changed	Notes
EDUCATIONAL & GENERAL					
New Library Books/Research Holdings	\$2,131,666	\$2,146,983	\$15,317	0.72%	
TOTAL HEF EDUCATION & GENERAL	2,131,666	2,146,983	15,317	0.72%	
PLANT FUNDS					
ADA Compliance	100,000	100,000	-	0.00%	
Alkek Learning Commons	22,944	0	(22,944)	-100.00%	
Alkek Library Renovation - Emergency Repairs	1,500,000	1,450,000	(50,000)	-3.33%	
Alkek Library Plumbing/HVAC/Roof/Windows	5,700,000	0	(5,700,000)	-100.00%	(2)
Alkek Library Roof/HVAC/Remaining Plumbing	0	3,450,000	3,450,000	-	(3)
Archives and Research Center Debt Service	0	770,250	770,250	-	(1)
Asbestos/Life Safety	150,000	150,000	-	0.00%	
Bridge over Comanche Street	0	40,000	40,000	-	
Campus Lighting	200,000	200,000	-	0.00%	
Capital Allocation - Other	400,000	400,000	-	0.00%	
Capital Allocation - Provost	500,000	500,000	-	0.00%	
Classroom/Class Lab Improvements	750,000	750,000	-	0.00%	
Classroom Technology	400,000	400,000	-	0.00%	
Computer Hardware Improvements	750,000	750,000	-	0.00%	
Computer Refresh	715,000	715,000	-	0.00%	
Computing Services-Academic Facilities	961,282	961,282	-	0.00%	
Debt Service Payment	1,050,000	1,050,000	-	0.00%	
E&G Elevator Upgrades	250,000	250,000	-	0.00%	
E&G Roof Repairs	400,000	400,000	-	0.00%	
Electronic Access/Video Surveillance	150,000	150,000	-	0.00%	
Elliott Hall Renovation	0	500,000	500,000	-	(3)
Encino Hall Renovation	0	216,000	216,000	-	(3)
Encino Hall Supply/Waste Piping	0	867,000	867,000	-	
Bruce and Gloria Ingram Hall Debt Service	2,497,926	2,341,000	(156,926)	-6.28%	(1)
Flowers Hall HVAC/Controls	0	500,000	500,000	-	
Willow Hall Debt Service	635,187	595,000	(40,187)	-6.33%	(1)
Hines Academic Center Structural Repairs	201,640	6,000,000	5,798,360	2875.60%	(2)
Infrastructure Research Lab Debt Service	0	856,432	856,432	-	(3)
JCK AHU/Controls/Third Floor Roof	0	500,000	500,000	-	
Jowers Renovation	0	500,000	500,000	-	(3)
Land Acquisition	100,000	100,000	-	0.00%	
LBJ Student Center E&G Renovation	1,480,456	0	(1,480,456)	-100.00%	(1)
Major Repair and Rehab	2,000,000	2,250,000	250,000	12.50%	
Minor Repair and Rehab	700,000	700,000	-	0.00%	
Nueces Renovation	0	200,000	200,000	-	
Physical Plant Structural Repairs	850,000	0	(850,000)	-100.00%	(2)
Physical Plant Vehicles	0	320,000	320,000	-	
Roy F Mitte Renovation	0	500,000	500,000	-	(3)
Spring Lake Dam Repairs	800,000	0	-	-100.00%	(2)
Spring Lake Repair and Rehab	145,000	25,000	(120,000)	-82.76%	
Strahan Interior Renovation	0	952,814	952,814	-	(2)
Structures Lab	2,480,000	0	-	-100.00%	(2)
Supple Exhaust Modifications	0	920,000	920,000	-	(3)
Taylor Murphy Foundation/HVAC	0	2,500,000	2,500,000	-	(3)
Theatre HVAC Renovation	1,250,000	4,141,000	2,891,000	231.28%	(2)
University Events Center Debt Service	2,326,640	1,644,615	(682,025)	-29.31%	(1)
Vivarium	0	900,000	900,000	-	(3)
Welcome Center	0	600,000	600,000	-	(3)
West Warehouse for University Police	0	80,000	80,000	-	(3)
Total HEF Plant Fund Projects	29,466,075	41,195,393	11,729,318	39.81%	
TOTAL BUDGETED HEF	\$31,597,741	\$43,342,376	\$11,744,635	37.17%	

Texas State University

Table D Higher Education Fund (HEF) Year Ending August 31, 2018

HEF SUMMARY

Estimated Balance 09-01-17	\$ 11,438,979	
Appropriation	<u>37,162,755</u>	
Total Estimated Available		\$ 48,601,734
Estimated Expenditures		
Educational & General	\$ 2,146,983	
Plant Fund	<u>41,195,393</u>	
Total Budgeted Expenditures		<u>43,342,376</u>
Estimated HEF Balance 08-31-18		<u>\$ 5,259,358</u>

Notes

- (1) Project started in FY 2016
- (2) Project to start in FY 2017
- (3) Project to start in FY 2018

Texas State University

Table E
Auxiliary Enterprises Operations
Intercollegiate Athletics FY18

ITEM DESCRIPTION	MEN					WOMEN						
	FOOTBALL	BASKETBALL	BASEBALL	TRACK	GOLF	BASKETBALL	VOLLEYBALL	SOFTBALL	SOCCER	TRACK	TENNIS	GOLF
Revenues												
Sales and Services												
Gate Receipts/Parking	\$799,000	\$45,000	\$67,000			\$10,000	\$7,000	\$12,000				
Suites and Club Seats	814,000		60,000					7,000				
Game Guarantees	1,120,000	170,000	3,000			40,000						
Total Revenues	2,733,000	215,000	130,000			50,000	7,000	19,000				
Expenditures												
Salaries	1,820,137	663,512	230,062	132,028	55,862	383,295	174,823	179,371	130,887	133,179	58,701	61,000
Travel	1,118,474	308,075	298,530	132,150	55,328	301,000	172,660	197,767	142,570	132,150	58,000	72,003
Other Maintenance and Operating	1,102,085	74,618	80,735	22,048	12,850	58,000	27,877	31,779	19,972	23,048	6,982	13,600
Fringe Benefits	546,041	199,054	69,019	39,608	16,759	114,989	52,447	53,811	39,266	39,954	17,610	18,300
Scholarships	2,603,550	398,190	358,371	385,938	137,835	459,450	367,560	367,560	428,820	551,340	245,040	183,780
Total Budgeted Expenditures	7,190,287	1,643,449	1,036,717	711,772	278,634	1,316,734	795,367	830,288	761,515	879,671	386,333	348,683
	TOTALS MEN	TOTALS WOMEN	ADMINIS- TRATION	GRAND TOTAL								
Revenues and Additions												
Sales and Services												
Gate Receipts	911,000	29,000		940,000								
Suites and Club Seats	874,000	7,000		881,000								
Game Guarantees	1,293,000	40,000		1,333,000								
Concessions			215,000	215,000								
Camps			150,000	150,000								
NCAA Revenue Sharing			1,450,000	1,450,000								
Marketing & Promotions			600,000	600,000								
Bobcat Club Annual Fund			700,000	700,000								
Other			705,000	705,000								
Total Sales and Services	3,078,000	76,000	3,820,000	6,974,000								
Athletic Fee			18,211,000	18,211,000								
Designated Method			5,252,000	5,252,000								
Auxiliary Transfer			2,087,000	2,087,000								
Total Budgeted Funds	3,078,000	76,000	29,370,000	32,524,000								
Expenditures												
Salaries	2,901,601	1,121,256	2,958,523	6,981,380								
Travel	1,912,557	1,076,150	243,382	3,232,089								
Other Maintenance and Operating	1,292,336	181,258	6,012,920	7,486,514								
Fringe Benefits	870,480	336,377	1,110,462	2,317,319								
Scholarships	3,883,884	2,603,550	1,030,412	7,517,846								
Athletics Facilities/Carryforward			695,836	695,836								
Debt Service			4,293,016	4,293,016								
Total Budgeted Expenditures	10,860,858	5,318,591	16,344,551	32,524,000								

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

Texas State University

Table F
 Student Services and Activities Financed by Student Services Fees
 Estimated Revenue, Fund Balances and Budgeted Expenditures

ITEM	FY 2017	FY 2018	Change		Explanations
	Budget	Proposed Budget	Amount	Percent	
Student Services Fee per Semester Credit Hour	\$10	\$10			\$90 Maximum
Total forecast Student Services Fee Revenue	\$6,870,000	\$7,000,000	\$130,000	1.89%	
Student Services Fee Fund Balance at Beginning of Year (Net of Encumbrances)	\$4,504,439	\$4,143,972	-\$360,467	-8.00%	
Budgeted Student Service Fee Expenditures:					
1. Textbook Rentals					
2. Recreational Activities	\$599,270	\$614,527	\$15,257	2.55%	
3. Health and Hospital Services					
4. Medical Services					
5. Intramural and Intercollegiate Athletics					
6. Artists and Lecture Series	\$41,700	\$41,700	\$0	0.00%	
7. Cultural Entertainment Series	\$140,397	\$144,397	\$4,000	2.85%	
8. Debating and Oratorical Activities	\$44,590	\$47,590	\$3,000	6.73%	
9. Student Publications	\$268,700	\$278,121	\$9,420	3.51%	
10. Student Government	\$62,105	\$62,105	\$0	0.00%	
11. Student Fee Advisory Committee	\$1,612	\$1,612	\$0	0.00%	
12. Student Transportation Services Other Than Those in TEC 54.504, 511, 512, 513	\$42,440	\$42,440	\$0	0.00%	
13. Scholarships	\$107,320	\$107,320	\$0	0.00%	
14. Student Programming & Services	\$3,714,623	\$3,697,697	-\$16,926	-0.46%	
15. Student Travel	\$86,775	\$88,775	\$2,000	2.30%	
16. Central - Benefits, Administrative Overhead, Merit Pool, and Contingency	\$1,760,468	\$1,873,716	\$113,248	6.43%	
Total expenditures	<u>\$6,870,000</u>	<u>\$7,000,000</u>	<u>\$130,000</u>	<u>1.89%</u>	
Estimated Student Services Fee fund balance at end of year	<u>\$4,143,972</u>	<u>\$3,378,652</u>	<u>-\$765,320</u>	<u>-18.47%</u>	Reflects reserve spend down plan. Use of reserves are not built into permanent budget. Use of reserves are submitted to the TSUS Board of Regents quarterly for review and approval.
Enter Date of Student Services Advisory Committee Meeting when this information was considered.	10-Feb-17				

Texas State University

Table G
Budgeted FTEs by Operating Expenses
Year Ending August 31, 2018

		Actual 2016	Estimated 2017	Budgeted 2018
Appropriated				
	Faculty	1,104.00	1,041.00	1,031.00
	Staff	588.00	595.00	590.00
	Subtotal, Appropriated	1,692.00	1,636.00	1,621.00
Non-Appropriated				
	Faculty	192.00	306.00	306.00
	Staff	2,659.00	2,681.00	2,681.00
	Subtotal, Non-Appropriated	2,851.00	2,987.00	2,987.00
	GRAND TOTAL	4,543.00	4,623.00	4,608.00

Texas State University
Matrix of Budgeted Operating Expenditures by Function
Fiscal Year 2018 Operating Budget

	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Operation & Maintenance of Plant	Scholarships and Fellowships	Auxiliary Enterprise Expenditures	Payroll Related Costs*	Estimated Budget Requirements
Faculty Salaries+	\$131,500,712	\$1,510,401	-	\$1,356,795	\$144,121	\$394,081	\$10,751	-	\$528,474	-	\$135,445,335
Staff Salaries & Wages	14,917,512	4,655,222	1,106,290	23,654,513	9,190,292	27,230,833	12,157,058	-	27,408,562	-	120,320,283
Payroll Related Costs*	607,268	608,185	22,563	4,982,869	413,995	12,570,681	-236,470	-	8,975,726	51,133,720	79,078,538
Student Wages	1,173,371	12,106	15,000	1,458,329	401,006	314,955	174,395	-	3,408,324	-	6,957,487
Cost of Goods Sold	-	-	-	-	-	-	-	-	4,450,000	-	4,450,000
Travel	3,725,009	62,147	39,800	328,623	164,938	293,421	28,703	-	3,566,132	-	8,208,773
Operating	15,891,604	8,899,339	717,999	13,497,970	4,208,220	12,220,541	8,386,037	-	55,019,195	-	118,840,905
Capital	-	-	-	6,170,973	-	-	120,000	-	1,942,814	-	8,233,787
Utilities	-	-	-	-	-	-	17,530,686	-	13,725,442	-	31,256,128
Scholarships	-	-	-	-	-	305,603	-	38,123,871	107,320	-	38,536,794
Total Budget	\$167,816,577	\$15,748,601	\$1,902,953	\$51,451,572	\$14,524,172	\$53,331,816	\$38,172,960	\$38,125,771	\$119,133,989	\$51,143,718	\$551,328,030

+ 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 3, 2017

Members of the Board of Regents
The Texas State University System

Reference: Budget Letter

Dear Regents,

This letter provides recommendations for Lamar Institute of Technology's (LIT) annual budget for the new fiscal year beginning September 1, 2017. It is fiscally conservative and takes into account a 3% decline compared to 2016. The proposed budget includes all educational and general, designated, and auxiliary enterprise activities.

Education and General Funds

LIT's General Revenue Appropriation increased \$39,753 (.41%) from FY2017. Higher Education Funds (HEF) remained at \$2,580,521. These funds will be used for needed renovations of facilities. Our Debt Service was funded at \$1,476,081 that includes \$970,000 of new debt and \$506,081 of existing debt. The 2016-17 LIT reorganization saved a total of \$713,254 with most (\$551,050) coming from management-level positions. These resources were then reinvested in hiring necessary strategic personnel in areas such as recruiting, advising, financial aid, and student job placement resulting in a net savings of \$117,478. While being fiscally conservative, we are equally concerned about our employees. Thus, LIT has allocated a pool for employee insurance increases and one-time merit. In an attempt to improve shared governance, Faculty and Staff Senates are leading discussions of how best to allocate these bonuses.

Designated Funds

Designated funds are allocated to provide academic programs with equipment and supplies but with review of efficiencies, there was a \$77,770 (10%) reduction of maintenance and operations from 2017. To aid in our enrollment growth, there are plans to purchase an IT-related Customer Relationship Management (CRM) tool to focus on recruitment at an estimated cost of \$58,000. A designated funds transfer of \$224,256 was allocated to support the Education and General budget. This is a 44% decrease from 2017 due to equipment needs for programs being expended from designated funds.

Auxiliary Funds

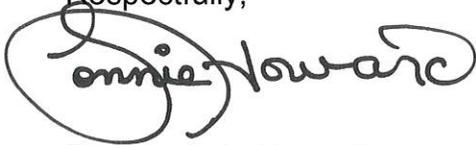
Auxiliary revenue for Student Center Fees, Health Center Fees and Recreational Sports Center Fees of \$690,910 were collected from LIT students and transferred to Lamar University for use of their facilities. A total of \$1,232,313 in Student Services Fees, Student ID Fees, and Parking Fees were collected and expended. We operate 'Mega Bytes,' which

serves a full breakfast, hot lunch, and late afternoon snacks for the convenience of students, faculty, and staff but at a \$9,090 (5%) reduction in operating expenses.

Conclusion

Despite this 3% drop in enrollment and a -\$1.1M decrease in net position last year; today, our current net position is positive and LIT is in sound fiscal condition. Other positive factors have been: implementing more restrictive hiring practices (even before the Governor's directive), reevaluating faculty release time/overload and the awarding of stipends, and looking for institutional efficiencies with LSC-PA and LSC-O. With limited state funding, the board approved a Designated Tuition and Technology Service Fee increase of 3.57% for 15 semester credit hours for the Fall of 2017, which will help simulate future LIT's growth.

Respectfully,

A handwritten signature in black ink that reads "Lonnie L. Howard". The signature is written in a cursive style and is enclosed within a large, hand-drawn oval.

Dr. Lonnie L. Howard
President

A handwritten signature in purple ink that reads "Bonnie Albright". The signature is written in a cursive style.

Bonnie Albright
Chief Business and Financial Officer

cc:

Dr. Brian McCall
Chancellor

Dr. Roland Smith
Vice Chancellor for Finance

Daniel Harper
Deputy Vice Chancellor for Finance

LAMAR INSTITUTE OF TECHNOLOGY

Table A. 1
Educational and General Funds
Budgeted Revenues and Transfers
Year Ended August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
REVENUES					
Tuition and Fees					
Tuition Net of Exemptions and Waivers	\$ 3,300,000	\$ 2,990,710	\$ (309,290)	-9.37%	1
Lab Fees	30,000	26,324	(3,676)	-12.25%	
Total Tuition and Fees	\$ 3,330,000	\$ 3,017,034	\$ (312,966)	-9.40%	
State Appropriations					
General Revenue Appropriations	\$ 9,789,472	\$ 9,829,225	\$ 39,753	0.41%	
Staff Benefit Appropriations	2,025,000	2,618,602	593,602	29.31%	2
HEF Appropriation	2,580,521	2,580,521	0	0.00%	
Total State Appropriations	\$ 14,394,993	\$ 15,028,348	\$ 633,355	4.40%	
Current Funds					
Investment Income	\$ 3,000	\$ 4,702	\$ 1,702	56.73%	
Other Income	3,051	4,991	1,940	63.59%	
Total Current Funds	\$ 6,051	\$ 9,693	\$ 3,642	60.19%	
TOTAL REVENUES	\$ 17,731,044	\$ 18,055,075	\$ 324,031	1.83%	
Designated Tuition	504,400	280,144	(224,256)	-44.46%	3
TOTAL TRANSFERS IN	\$ 504,400	\$ 280,144	\$ (224,256)	-44.46%	
BUDGETED FUND BALANCES					
	\$ -	\$ -	\$ -	0.00%	
BUDGETED FUND BALANCES	\$ -	\$ -	\$ -	0.00%	
TOTAL BUDGETED FUNDS	\$ 18,235,444	\$ 18,335,219	\$ 99,775	0.55%	

Note 1: Align tuition with current exemption cost.

Note 2: Align budget estimate with benefit appropriation.

Note 3: Decrease in transfer from Designated.

LAMAR INSTITUTE OF TECHNOLOGY

Table A. 2
Educational and General Funds
Budgeted Expenditures
Year Ended August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
EXPENDITURES					
RESIDENT INSTRUCTION					
Allied Health and Sciences	2,045,338	2,308,495	263,157	12.87%	1
Technology	1,856,799	1,654,241	(202,558)	-10.91%	1
General Education and Developmental Studies	1,049,347	1,393,544	344,197	32.80%	1
Business Technologies	806,130	820,462	14,332	1.78%	
Public Service and Safety	632,433	791,442	159,009	25.14%	1
Workforce Training and Continuing Education	472,672	473,212	540	0.11%	
TOTAL RESIDENCE INSTRUCTION	\$ 6,862,719	\$ 7,441,396	\$ 578,677	8.43%	
ACADEMIC SUPPORT:					
INSTRUCTIONAL ADMINISTRATION	\$ 1,373,659	\$ 609,056	\$ (764,603)	-55.66%	1
LIBRARY	-	-	-	0.00%	
INFRASTRUCTURE	489,046	504,396	15,350	3.14%	
STUDENT SERVICES	373,286	426,250	52,964	14.19%	
INSTITUTIONAL SUPPORT	1,646,909	1,661,563	14,654	0.89%	
STAFF BENEFITS	2,319,680	2,700,000	380,320	16.40%	2
NON-FORMULA SUPPORT	1,096,000	1,045,956	(50,044)	-4.57%	
TOTAL EXPENDITURES	\$ 14,161,299	\$ 14,388,617	\$ 227,318	1.61%	
TRANSFERS OUT					
Mandatory					
Tuition Revenue Bond Debt Service	1,493,624	1,476,081	(17,543)	-1.17%	
HEF Funds to Plant Funds	2,080,521	2,080,521	-	0.00%	
TPEG Loans	50,000	39,000	(11,000)	-22.00%	
TPEG Scholarships	450,000	351,000	(99,000)	-22.00%	
TOTAL TRANSFERS OUT	\$ 4,074,145	\$ 3,946,602	\$ (127,543)	-3.13%	
TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT	\$ 18,235,444	\$ 18,335,219	\$ 99,775	0.55%	

Note 1: Move adjunct expenditures out of Instructional Administration into each Academic Programs.

Note 2: Align budget with estimated benefits costs.

LAMAR INSTITUTE OF TECHNOLOGY

**Table B.1
Designated Funds
Budgeted Revenues and Transfers
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
REVENUES					
Student Fees					
Computer Use Fee	\$ 1,200,000	\$ 1,065,522	\$ (134,478)	-11.21%	1
Fees	834,328	1,052,759	218,431	26.18%	1
Designated Tuition Fee	4,900,000	4,931,548	31,548	0.64%	
Miscellaneous Fees	46,000	42,668	(3,332)	-7.24%	
Total Student Fees	\$ 6,980,328	\$ 7,092,497	\$ 112,169	1.61%	
Investment Income	\$ 2,000	\$ 11,362	\$ 9,362	468.10%	
TOTAL REVENUES	\$ 6,982,328	\$ 7,103,859	\$ 121,531	1.74%	
TRANSFERS IN					
Educational & General - TPEG	500,000	390,000	(110,000)	-22.00%	2
TOTAL TRANSFERS IN	\$ 500,000	\$ 390,000	\$ (110,000)	-22.00%	
BUDGETED FUND BALANCES					
	\$ -	\$ -	\$ -	0.00%	
TOTAL BUDGETED FUND BALANCES	\$ -	\$ -	\$ -	0.00%	
TOTAL BUDGETED FUNDS					
	\$ 7,482,328	\$ 7,493,859	\$ 11,531	0.15%	

Note 1: Align revenue estimate for computer use fee and other fees.

Note 2: Align TPEG with current enrollment.

LAMAR INSTITUTE OF TECHNOLOGY

**Table B.2
Designated Funds
Budgeted Expenditures
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
EXPENDITURES					
INSTRUCTION					
Allied Health Department	\$ 20,250	\$ 155,793	\$ 135,543	669.35%	1
Technology Department	2,250	263,116	260,866	11594.04%	1
General Education Department	19,475	14,010	(5,465)	-28.06%	
Public Service and Safety Department	110,274	109,587	(687)	-0.62%	
Business Technologies Department	1,500	54,980	53,480	3565.33%	
Workforce Development Department	372,140	295,400	(76,740)	-20.62%	
ACADEMIC SUPPORT					
Computer Services	1,561,220	1,589,000	27,780	1.78%	
Academic Supplement	244,679	209,400	(35,279)	-14.42%	
All Others	102,738	147,905	45,167	43.96%	
INSTITUTIONAL SUPPORT					
Supplemental Support	430,000	400,000	(30,000)	-6.98%	
Development/Marketing	91,883	94,485	2,602	2.83%	
Institutional Expense	2,771,757	2,720,661	(51,096)	-1.84%	
TOTAL INSTITUTIONAL SUPPORT	\$ 5,728,166	\$ 6,054,337	\$ 326,171	5.69%	
SCHOLARSHIPS - TPEG	\$ 500,000	\$ 390,000	\$ (110,000)	-22.00%	2
TOTAL EXPENDITURES	\$ 6,228,166	\$ 6,444,337	\$ 216,171	3.47%	
TRANSFERS OUT					
Education and General Funds	504,400	280,144	(224,256)	-44.46%	3
Plant Funds	400,000	400,000	0	0.00%	
HEF	207,114	207,114	0	0.00%	
Auxiliary	0	8,917	8,917	100.00%	
TSUS Administrative Costs	142,648	153,347	10,699	7.50%	
TOTAL TRANSFERS OUT	\$ 1,254,162	\$ 1,049,522	\$ (204,640)	0.00%	
TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT	\$ 7,482,328	\$ 7,493,859	\$ 11,531	0.15%	

Note 1: Increase in Department expenditures in Designated - expenditures previously paid from state funds or grants.

Note 2: Align TPEG estimate with enrollment.

Note 3: Decrease in transfer to E&G.

LAMAR INSTITUTE OF TECHNOLOGY

**Table C. 1
Auxiliary Funds
Budgeted Revenues and Transfers
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE	
REVENUE					
Student Fees					
Student Service Fees	\$ 1,290,000	\$ 1,106,000	\$ (184,000)	-14.26%	1
Student Center Fees	170,000	142,367	(27,633)	-16.25%	
Health Center Fees	230,000	182,331	(47,669)	-20.73%	
Rec Sports Center Fee	435,000	366,212	(68,788)	-15.81%	
Student ID Fees	12,000	10,180	(1,820)	-15.17%	
Parking Fees	130,000	116,133	(13,867)	-10.67%	
Food Service Sales	181,260	163,253	(18,007)	-9.93%	
Total Student Fees	\$ 2,448,260	\$ 2,086,476	\$ (361,784)	-14.78%	
TRANSFERS IN					
Designated	0	8,917	8,917	100.00%	
TOTAL TRANSFERS IN	\$ -	\$ 8,917	\$ 8,917	100.00%	
TOTAL FUNDS BUDGETED	\$ 2,448,260	\$ 2,095,393	\$ (352,867)	-14.41%	

Note 1: Align revenue estimate for Student Services Fee revenue.

LAMAR INSTITUTE OF TECHNOLOGY

Table C. 2
 Auxiliary Funds
 Budgeted Expenditures
 Year Ended August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
EXPENDITURES				
Student Services Activities	\$ 1,249,955	\$ 1,013,526	\$ (236,429)	-18.92%
Student Center to LU Beaumont	170,000	142,367	(27,633)	-16.25%
Health Center to LU Beaumont	230,000	182,331	(47,669)	-20.73%
Rec Sports Center Fee	435,000	366,212	(68,788)	-15.81%
Student ID Fee	12,000	10,180	(1,820)	-15.17%
Parking	130,000	116,133	(13,867)	-10.67%
Snack Bar - Megabytes	181,260	172,170	(9,090)	-5.01%
Student Service Contingency	40,045	92,474	52,429	130.93%
TOTAL EXPENDITURES	\$ 2,448,260	\$ 2,095,393	\$ (352,867)	-14.41%
TRANSFERS OUT				
	\$ -	\$ -	\$ -	0.00%
TOTAL TRANSFERS OUT	\$ -	\$ -	\$ -	0.00%
TOTAL BUDGETED EXPENDITURES AND TRANSFERS OUT	\$ 2,448,260	\$ 2,095,393	\$ (352,867)	-14.41%

Note 1: Align expenditures to Student Service Fee revenue.

LAMAR INSTITUTE OF TECHNOLOGY

**Table D
Higher Education Funds
Year Ended August 31, 2018**

ITEM DESCRIPTION	FY 2017 PROPOSED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT VARIANCE
EDUCATION AND GENERAL FUNDS				
Budget requests - Various programs	500,000	500,000	0	0.00%
TOTAL RESIDENCE INSTRUCTION	\$ 500,000	\$ 500,000	\$ -	0.00%
PLANT FUNDS				
CAMPUS MASTER PLAN	\$ 25,000	\$ 500,000	\$ 475,000	1900.00%
MAJOR CONSTRUCTION PROJECTS RESERVES	4,000,000	4,000,000	\$ -	0.00%
TOTAL PLANT FUNDS	\$ 4,025,000	\$ 4,500,000	\$ 475,000	0.00%
TOTAL BUDGETED HEF Funds	\$ 4,525,000	\$ 5,000,000	\$ 475,000	10.50%

HEF SUMMARY

Estimated Balance 09-01-17	\$ 10,000,000
Appropriations	2,580,521
Designated	207,114
Total Funding Available	\$ 12,787,635
Budgeted Expenditures:	
Education and General	\$ 500,000
Plant Funds	4,500,000
Total Expenditures	5,000,000
Estimated Balance 08-31-2018	\$ 7,787,635

Note 1: Master Plan to be completed in 2018.

LAMAR INSTITUTE OF TECHNOLOGY

TABLE F
Student Services and Activities Financed by Student Services Fees
Estimated Revenue, Fund Balances and Budgeted Expenditures

ITEM	Year Ending August 31, 2018				Explanations for "Other" Category Line-Items
	FY 2017 Adopted Budget	FY 2018 Proposed Budget	Change Amount	Percent	
Student Services Fee per semester credit hour	23.75	23.75	\$0.00	0.00%	
Student Services Fee fund balance at beginning of year (net of encumbrances)	\$ 2,927,235	\$ 3,143,932	\$ 216,697	7.40%	
Forecast Revenue:					
SSF Revenue	\$ 1,290,000	\$ 1,106,000	\$ (184,000)	-14.26%	
Interest Revenue	\$ 5,000	\$ 5,000	\$ -	0.00%	
Transfer In					
Total Forecast Revenue	\$ 4,222,235	\$ 4,254,932	\$ 32,697	-\$0.07	
Budgeted Student Service Fee Expenditures:					
1. Textbook rentals	\$ -	\$ -	\$ -	0.00%	
2. Recreational activities	\$ 269,810	\$ 225,630	\$ (44,180)	-16.37%	
3. Health and hospital services	\$ -	\$ -	\$ -	0.00%	
4. Medical services	\$ -	\$ -	\$ -	0.00%	
5. Intramural and intercollegiate athletics	\$ -	\$ -	\$ -	0.00%	
6. Artists and lecture series	\$ 29,000	\$ 13,000	\$ (16,000)	-55.17%	
7. Cultural entertainment series	\$ 36,800	\$ 33,800	\$ (3,000)	-8.15%	
8. Debating and oratorical activities	\$ -	\$ -	\$ -	0.00%	
9. Student publications	\$ -	\$ -	\$ -	0.00%	
10. Student government	\$ 85,435	\$ 85,435	\$ -	0.00%	
11. Student fee advisory committee	\$ -	\$ -	\$ -	0.00%	
12. Student transportation services other than those in TEC 54.504, 511, 512, 513	\$ -	\$ -	\$ -	0.00%	
13. Other (insert a separate row for each activity as necessary - see instructions)	\$ -	\$ -	\$ -	0.00%	
Skills USA	\$ 65,000	\$ 73,500	\$ 8,500	13.08%	Skills contest - travel/registration/awards/handbooks/context materials
Professional tutors - Learning Lab	\$ 17,100	\$ 17,100	\$ -	0.00%	Professional tutoring - English/Speech/Psychology/Sociology/History
Salaries	\$ 344,360	\$ 383,758	\$ 39,398	11.44%	Title IV Coord/Coord of Student Enrollment Services/Coord of Special Populations/Coord of Student Activities/Career Services Specialist/Fulltime Advisor Outreach Recruiter 50% SSF, 50% E&G/Communications Access Provider
Online tutoring - Distance Education	\$ 2,450	\$ 3,000	\$ 550	22.45%	Online tutoring with Brainfuse
Public Information	\$ 400,000	\$ 400,000	\$ -	0.00%	Publications/Signage for events/Advertising, Notifications for registration, orientation, events/Website update
Contingency	\$ 45,045	\$ 92,474	\$ 47,429	105.29%	Contingency
Total expenditures	\$ 1,285,000	\$ 1,327,697	\$ 32,697	2.52%	
Estimated Student Services Fee fund balance at end of year (see footnote)	\$ 2,927,235	\$ 2,927,235	\$ -	0.00%	

3/31/2017

Enter Date of Student Services Advisory Committee Meeting when this schedule was considered.

Long Term Project: Fund balance is reserved for a new Student Activities Area, Student Government Area and Student Success Area in new building.

LAMAR INSTITUTE OF TECHNOLOGY

Table G

Budgeted FTEs by Operating Expenses
Year Ending August 31, 2018

	Actual 2016	Estimated 2017	Budgeted 2018
Appropriated			
Faculty	114.10	105.90	91.00
Staff	75.00	81.03	85.40
Subtotal, Appropriated	189.10	186.93	176.40
Non-Appropriated			
Faculty	-	-	-
Staff	37.00	33.67	21.60
Subtotal, Non-Appropriated	37.00	33.67	21.60
GRAND TOTAL	226.10	220.60	198.00

Texas State University System
Lamar Institute of Technology
Matrix of Budgeted Operating Expenses Reported by Function
For the Fiscal Year 2018

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	7,400,000			430,000	739,500	275,700	1,850,000	470,600	60,000	500,400		11,726,200
Payroll Related Costs	2,300,000			65,000	219,000	105,000	570,000	155,000		178,300		3,592,300
Professional Fees and Services	37,000			95,400		293,000	900,400	1,800		635,400		1,962,800
Federal Grant Pass-Through Expense												
State Grant Pass-Through Expense												
Travel	200			7,700	69,500	12,000	52,700			50,000		192,100
Materials and Supplies	550,000			6,000	7,000	125,600	136,700	89,000		226,000		1,140,300
Communications and Utilities	20,000						626,500	360,000				1,006,500
Repairs and Maintenance	181,000			17,500			413,000	300,000				911,500
Rentals and Leases	76,400						64,600	64,000		2,500		207,500
Printing and Reproduction	11,400			1,000	7,400	4,300	12,700	415		125,793		163,008
Depreciation and Amortization*												
Bad Debt Expense												
Interest	11			1	1	1	1	5				20
Scholarships									1,000,000			1,012,000
Claims and Judgments												
Other Operating Expenses	250,000			41,300	47,400	88,400	208,619	13,400		365,000		1,014,119
Total Operating Expenses	10,826,011			663,901	1,089,801	904,001	4,835,220	1,454,020	1,060,000	2,095,393		22,928,347



July 3, 2017

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, 2017. The proposed budget encompasses the educational and general (E&G), designated, and auxiliary funds of the college.

Assumptions

Enrollment for FY 17 was flat in comparison to FY 16. Accordingly, we used the FY 17 enrollment figures as the basis for predicting the revenue we expect to earn in the coming fiscal year. We do not anticipate any major changes that would impact either revenue or expenses.

New Budget Initiatives

The current budget incorporates the non-formula funding that was approved during the last legislative session. We are continuing with the implementation of our maritime training program and the expansion of our Allied Health programs. The budget provides for a Director of Learning Technology which will work with faculty in the design and development of multimedia and enhanced online learning using instructional strategies and activities for traditional classroom as well as online delivery. The budget also provides for a designated Information Security Officer tasked with planning, implementing and monitoring security measures for information systems and infrastructure to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information. Through a “grow your own” initiative, an existing information security employee is now the Information Security Officer.

Budget Reductions

The college has implemented reductions in both faculty and staff to enable growth opportunities in needed areas. Five staff positions and four faculty positions were eliminated in the FY 2018 budget. Some reductions were a result of retirements or positions subject to the governor’s freeze. Duties of eliminated staff positions were reassigned to existing staff. Due to the closure of a program and retirements, faculty positions were eliminated. Additionally, a ten percent reduction in travel from the FY 2017 level was implemented. Through these reductions, the FY 2018 budget focuses on developing new programs and focusing resources to those initiatives.

LAMAR STATE COLLEGE - ORANGE

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

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E&G Funds

We estimate a slight increase of \$44,365 in tuition and lab fees due to minor fluctuations in our enrollment mix. Because the cost of employee benefits continues to grow, we are allocating an amount equal to 35 percent of total salaries to cover our portion of employee benefit costs. We are proposing to transfer \$1,609,366 from designated funds to E&G to support salaries and utility costs. Our HEF allocation is budgeted for debt service (\$342,300) and capital equipment (\$320,202). The balance of our HEF appropriation is reserved for future capital projects. The budget is reflective of the additional appropriation of \$673,852 for non-formula support for new Allied Health programs and the Maritime technology program.

Designated Funds

Revenue for designated funds is higher as a result of designated tuition increase previously approved by the Board effective this fall. The additional designated tuition will cover the costs associated utilities and will be transferred to E&G as outlined above. To increase savings in designated, travel budgets were reduced. The budget uses \$17,039 in computer use fee fund balance to cover telecommunication costs previously funded by E&G and \$37,399 in library fee fund balance to pay for library equipment needs.

Auxiliary Funds

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

Salary Administration

The salaries of faculty and staff continue to be lower than those of our peer campuses. The proposed budget contains several critical equity adjustments for key positions. We also desire to provide a modest salary increase for meritorious faculty and staff to adjust for higher insurance rates and increases in the cost of living. This budget contains a salary administration merit pool to provide up to a three percent raise for employees. Given the uncertainties of enrollment and the impact of enrollment upon revenue estimates, this salary adjustment will not be implemented until we have evaluated Fall enrollment and reviewed preliminary numbers for the Spring semester.

Conclusion

Despite challenges, 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, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
REVENUES				
TUITION AND FEES				
Tuition	\$ 2,229,897	\$ 2,274,262	\$ 44,365	1.99%
Lab Fees	26,000	26,000		N/A
TOTAL - TUITION AND FEES	2,255,897	2,300,262	44,365	1.97%
STATE APPROPRIATIONS				
General Revenue Appropriation - S.B. 1	7,816,688	8,293,981	477,293	6.11% (1)
Staff Benefit Appropriations	2,162,344	2,026,478	(135,866)	-6.28%
HB 100 TRB Debt Service	773,457		(773,457)	-100.00% (2)
HEF Appropriations	1,694,343	1,694,343		N/A
TOTAL - STATE APPROPRIATIONS	12,446,832	12,014,802	(432,030)	-3.47%
CURRENT FUNDS				
Investment Income	6,050	15,000	8,950	147.93%
TOTAL - CURRENT FUNDS	6,050	15,000	8,950	147.93%
TOTAL REVENUES	14,708,779	14,330,064	(378,715)	-2.57%
TRANSFERS IN				
Designated Other	1,435,703	1,609,366	173,663	12.10% (3)
TOTAL - TRANSFERS IN	1,435,703	1,609,366	173,663	12.10%
BUDGETED FUND BALANCE				
TOTAL BUDGETED FUNDS	\$ 16,144,482	\$ 15,939,430	\$ (205,052)	-1.27%

- (1) Increase due to increase in appropriation for TRB debt service.
(2) HB100 was separate appropriation in FY2017 for debt service.
(3) Increase due to designated tuition transfer in to support salary expenses.

LAMAR STATE COLLEGE - ORANGE

Table A.2
Educational and General Funds
Budgeted Expenditures and Transfers
Year Ending August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
INSTRUCTION				
Business and Technology	\$ 658,698	\$ 644,066	\$ (14,632)	-2.22%
Arts, Humanities and Social Sciences	1,313,128	1,313,797	669	0.05%
Education	201,274	167,641	(33,633)	-16.71%
Math Program	391,871	380,805	(11,066)	-2.82%
Science Program	620,171	605,134	(15,037)	-2.42%
Criminal Justice	70,395	80,833	10,438	14.83%
Allied Health Program	2,712,078	2,894,814	182,736	6.74%
Industrial and Process Technology	336,244	409,944	73,700	21.92%
Instrument Technology Program	87,208	73,335	(13,873)	-15.91%
Learning Center	219,752	236,987	17,235	7.84%
College Success	108,648	113,863	5,215	4.80%
Welding Program	201,352	107,183	(94,169)	-46.77%
Maritime Program	678,319	161,897	(516,422)	-76.13% (1)
Instruction - Other	7,760	13,998	6,238	80.39%
TOTAL INSTRUCTION	7,606,898	7,204,297	(402,601)	-5.29%
ACADEMIC SUPPORT	837,109	927,988	90,879	10.86%
LIBRARY	388,861	404,210	15,349	3.95%
STUDENT SERVICES	912,100	922,208	10,108	1.11%
INSTITUTIONAL SUPPORT	1,937,781	1,803,760	(134,021)	-6.92%
PUBLIC SERVICE	107,672	66,276	(41,396)	-38.45%
PHYSICAL PLANT				
Building Maintenance	225,564	227,568	2,004	0.89%
Custodial Services	245,511	300,415	54,904	22.36%
Fleet Maintenance	9,613	9,613		
General Services	384,142	492,171	108,029	28.12% (2)
Grounds Maintenance	63,704	65,500	1,796	2.82%
Inventory and Property Control	40,487	41,978	1,491	3.68%
Utilities	463,000	488,000	25,000	5.40%
TOTAL PHYSICAL PLANT	1,432,021	1,625,245	193,224	13.49%
STAFF BENEFITS	49,000	49,000		
TOTAL BUDGETED EXPENDITURES	13,271,442	13,002,984	(268,458)	-2.02%
TRANSFERS OUT				
Bond Debt Service	1,199,473	1,158,403	(41,070)	-3.42%
TPEG Scholarships and Loans	411,248	403,902	(7,346)	-1.79%
HEF Bond Debt Service Payment	340,800	342,300	1,500	0.44%
HEF Plant Funds	921,519	1,031,841	110,322	11.97% (3)
TOTAL TRANSFERS OUT	2,873,040	2,936,446	63,406	2.21%
TOTAL BUDGETED FUNDS AND TRANSFERS OUT	\$ 16,144,482	\$ 15,939,430	\$ (205,052)	-1.27%

(1) Decrease due to reduction in start up expenses.

(2) Increase due to moving security personnel from Institutional Support to General Services.

(3) Increase due to additional reserved HEF for future projects.

LAMAR STATE COLLEGE - ORANGE

Table B. 1
Designated Funds
Budgeted Revenues and Transfers
Year Ending August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED	
REVENUES					
FEEs					
Designated Tuition	3,464,093	3,691,345	\$ 227,252	6.56%	(1)
Computer Service Fees	970,360	964,110	(6,250)	-0.64%	
Testing Fees	246,272	246,272			
Library Fees	131,621	130,428	(1,193)	-0.91%	
Miscellaneous	48,645	54,080	5,435	11.17%	
TOTAL FEES	4,860,991	5,086,235	225,244	4.63%	
SALES AND SERVICES	608,961	503,257	(105,704)	-17.36%	(2)
INVESTMENT INCOME	28,000	77,805	49,805	177.88%	
OTHER INCOME	7,200	6,500	(700)	-9.72%	
RENTAL REVENUE					
INDIRECT COST RECOVERY	10,456	27,306	16,850	161.15%	
TOTAL REVENUE	5,515,608	5,701,103	185,495	3.36%	
TRANSFERS IN					
Educational and General - TPEG	370,122	363,512	(6,610)	-1.79%	
Auxiliary	77,400	73,400	(4,000)	-5.17%	
TOTAL TRANSFERS IN	447,522	436,912	(10,610)	-2.37%	
FUND BALANCE FORWARD	55,285	54,438	(847)	-1.53%	
TOTAL BUDGETED FUNDS	\$ 6,018,415	\$ 6,192,453	\$ 174,038	2.89%	

- (1) Increase due to increase in designated tuition rate.
(2) Decrease due to completion of workforce grant for industry.

LAMAR STATE COLLEGE - ORANGE

Table B. 2
Designated Funds
Budgeted Expenditures and Transfers
Year Ending August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
INSTRUCTION				
Business and Technology	\$ 5,100	\$ 3,475	\$ (1,625)	-31.86%
Liberal Arts	11,500	11,500		N/A
Math and Science	6,360	6,360		N/A
Criminal Justice	500	500		N/A
Allied Health Programs	260,667	261,667	1,000	0.38%
Industrial and Process Technology	5,400	5,400		N/A
All Others	286,031	227,334	(58,697)	-20.52%
TOTAL INSTRUCTION	575,558	516,236	(59,322)	-10.31%
ACADEMIC SUPPORT				
	1,014,747	1,016,550	1,803	0.18%
PUBLIC SERVICE				
Brown Estate	310,330	352,530	42,200	13.60%
Workforce Education	371,715	242,876	(128,839)	-34.66% (1)
Leisure Learning	14,962	14,962		N/A
TOTAL PUBLIC SERVICE	697,007	610,368	(86,639)	-12.43%
STUDENT SERVICES				
Admissions, Records and Advising	25,991	25,991		N/A
Commencement	19,776	19,776		N/A
Testing	2,201	2,201		N/A
All Others	40,857	38,373	(2,484)	-6.08%
TOTAL STUDENT SERVICES	88,825	86,341	(2,484)	-2.80%
INSTITUTIONAL SUPPORT				
Audit	60,000	60,000		N/A
General Administration	390,557	397,213	6,656	1.70%
Insurance	260,991	260,991		N/A
Public Information	170,486	170,486		N/A
All Others	409,514	386,279	(23,235)	-5.67%
TOTAL INSTITUTIONAL SUPPORT	1,291,548	1,274,969	(16,579)	-1.28%
LIBRARY				
	173,177	169,877	(3,300)	-1.91%
SCHOLARSHIPS/FELLOWSHIPS				
	639,347	767,012	127,665	19.97% (2)
TOTAL EXPENDITURES	4,480,209	4,441,353	(38,856)	-0.87%
TRANSFERS OUT				
Transfer for Retirement of Indebtedness	3,362	3,266	(96)	-2.86%
Transfer for System Office Support	105,638	138,468	32,830	31.08%
Transfer to E & G	1,435,703	1,609,366	173,663	12.10% (3)
TOTAL TRANSFERS OUT	1,544,703	1,751,100	206,397	13.36%
TOTAL BUDGETED EXPENDITURES	\$ 6,024,912	\$ 6,192,453	\$ 134,711	2.24%

(1) Decrease due to completion of workforce grant for industry.

(2) Increase due to increase in Dual Credit Scholarship.

(3) 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, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
NON - PLEDGED				
REVENUE				
FEES				
Student Service Fee	\$ 602,586	\$ 597,798	\$ (4,788)	-0.79%
Student Center Fee	117,087	129,420	12,333	10.53%
Student ID Fee	13,745	13,865	120	0.87%
TOTAL FEES	733,418	741,083	7,665	1.05%
SALES AND SERVICES				
Bookstore	77,000	72,000	(5,000)	-6.49%
Food Services	1,500	1,500		
Other Sales and Services	2,000	1,500	(500)	-25.00%
TOTAL SALES AND SERVICES	80,500	75,000	(5,500)	-6.83%
INVESTMENT INTEREST	6,620	17,200	10,580	159.82%
TOTAL AUXILIARY REVENUE	820,538	833,283	12,745	1.55%
FUND BALANCE FORWARD				
TOTAL FUNDS BUDGETED	\$ 820,538	\$ 833,283	\$ 12,745	1.55%

LAMAR STATE COLLEGE - ORANGE

Table C. 2
 Auxiliary Funds
 Budgeted Expenditures and Transfers
 Year Ending August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
NON - PLEDGED				
STUDENT SERVICE FEE				
Recreational Activities	\$ 78,896	\$ 80,336	\$ 1,440	1.83%
Intramural and Intercollegiate Athletics	2,800	2,800		
Artists and Lecture Series	50,000	50,000		
Debating and Oratorical Activities	33,578	33,578		
Student Publications	4,000	4,000		
Student Government	33,634	33,634		
Student Assistants Counseling/Student Activities	29,970	29,970		
Special Populations	22,194	22,194		
Study Skills Assistance	20,082	20,204	122	0.61%
Retention Counseling and Advising	191,762	197,815	6,053	3.16%
Scholarships	39,100	39,100		
Contingency	48,470	45,967	(2,503)	-5.16%
Title IX Awareness	20,700	20,700		
Student Organizations	30,800	28,000	(2,800)	-9.09%
Bad Debt Expense for Student Service Fee	2,000	2,000		
TOTAL STUDENT SERVICE FEE	607,986	610,298	2,312	0.38%
AUXILIARY INCOME GENERATING				
Food Services	1,500	1,500		
Bookstore				
Student ID	5,942	5,942		
Student Center	127,710	142,143	14,433	11.30%
TOTAL AUXILIARY INCOME GENERATING	135,152	149,585	14,433	10.68%
TOTAL AUXILIARY EXPENDITURES	743,138	759,883	16,745	2.25%
TRANSFER	77,400	73,400	(4,000)	-5.17%
TOTAL BUDGETED EXPENDITURES	\$ 820,538	\$ 833,283	\$ 12,745	1.55%

LAMAR STATE COLLEGE - ORANGE

Table D
Higher Education Fund (HEF)
Year Ending August 31, 2018

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	AMOUNT CHANGED	PERCENT CHANGED
EDUCATIONAL AND GENERAL				
President	100,000	100,000		N/A
Vice President for Academic Affairs		800		
Industrial and Process Technology		50,000	50,000	100%
Maritime		15,000	15,000	100%
Instrument Technology	28,700	9,684	(19,016)	-66%
Welding	64,374		(64,374)	-100%
Information Services Academic Computing	173,750	45,500	(128,250)	-74%
General Services		94,218	94,218	100%
Information Services Administrative Computing	65,200	5,000	(60,200)	-92%
TOTAL EDUCATIONAL AND GENERAL	432,024	320,202	(111,822)	-26%
TOTAL BUDGETED HEF	\$ 432,024	\$ 320,202	\$ (111,822)	-26%

HEF SUMMARY

Estimated Balance 09-01-2017	\$ 998,402
Appropriations	1,694,343
Budgeted Expenditures	
Educational and General	(320,202)
Transfer out for Bond Debt Payment	(342,300)
Estimated Balance 08-31-2018	\$ 2,030,243

Lamar State College-Orange

TABLE F
Student Services and Activities Financed by Student Services Fees
Estimated Revenue, Fund Balances and Budgeted Expenditures

Year Ending August 31, 2018

ITEM	FY 2017 Adopted	FY 2018 Proposed	Change		Line-Items
	Budget	Budget	Amount	Percent	
Student Services Fee per semester credit hour	\$18	\$18			
Student Services Fee fund balance at beginning of year (net of encumbrances)	\$2,289,886	\$2,289,886			
Forecast Revenue:					
SSF Revenue	\$603,086	\$597,798			
Interest Revenue	\$4,900	\$12,500			
Transfer In					
Total Forecast Revenue:	\$607,986	\$610,298			
Budgeted Student Service Fee Expenditures:					
1. Textbook rentals					
2. Recreational activities	\$78,896	\$80,336	\$1,440	1.83%	
3. Health and hospital services					
4. Medical services					
5. Intramural and intercollegiate athletics	\$2,800	\$2,800			
6. Artists and lecture series	\$50,000	\$50,000			
7. Cultural entertainment series					
8. Debating and oratorical activities	\$33,578	\$33,578			
9. Student publications	\$4,000	\$4,000			
10. Student government	\$33,634	\$33,634			
11. Student fee advisory committee					
12. Student transportation services other than those in TEC 54.504, 511, 512, 513					
13. Other (insert a separate row for each activity as necessary - see instructions)					
Student Assistants Counseling/Student Activities	\$29,970	\$29,970			Student assistants in SSF activities
Special Populations	\$22,194	\$22,194			Financial support for special populati
Study Skills Assistance	\$20,082	\$20,204	\$122	0.61%	Study skills Instruction
Retention Counseling and Advising	\$191,762	\$197,815	\$6,053	3.16%	Counseling and advising personnel
Scholarships	\$39,100	\$39,100			Scholarships for debate and oratoric
Contingency	\$48,470	\$45,967	-\$2,503	-5.16%	Contingency for unplanned events
Title IX Awareness	\$20,700	\$20,700			Title IX Training
Student Organizations	\$30,800	\$28,000			Student organizations' annual allocat
Bad Debt Expense for Student Service Fee	\$2,000	\$2,000			Bad debt Expense
Total expenditures	\$607,986	\$610,298	\$5,112	0.84%	
Estimated Student Services Fee fund balance at end of year	\$2,289,886	\$2,289,886	-\$5,112		

Enter Date of Student Services Advisory Committee Meeting when this schedule was considered.

5/4/2017

Lamar State College-Orange

Table G
 Budgeted FTEs by Operating Expenses
 Year Ending August 31, 2018

	Actual 2016	Estimated 2017	Budgeted 2018
Appropriated			
Faculty	59.98	61.58	61.10
Staff	80.13	78.70	79.92
Subtotal, Appropriated	140.11	140.28	141.02
Non-Appropriated			
Faculty			
Staff	18.95	19.00	19.50
Subtotal, Non-Appropriated	18.95	19.00	19.50
GRAND TOTAL	159.06	159.28	160.52

Texas State University System
Lamar State College - Orange
Matrix of Operating Expenses Budgets Reported by Combined Funds Total
Table H
For the Fiscal Year Ended August 31, 2018

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	4,886,687.00		270,094.00	1,160,184.00	685,177.00	1,466,282.00	346,581.00		228,311.00			9,043,316.00
Payroll Related Costs	1,729,918.00		84,974.00	402,437.00	237,927.00	507,960.00	119,214.00		71,171.00			3,153,601.00
Professional Fees and Services	175,488.00		92,895.00	279,524.00	20,250.00	248,958.00	9,355.00		103,399.00			929,869.00
Travel	58,036.00		8,300.00	2,500.00	17,278.00	38,577.00			20,704.00			145,395.00
Materials and Supplies	110,835.00		58,670.00	176,541.00	12,790.00	157,237.00	5,908.00		65,305.00			587,286.00
Communication and Utilities	994.00		27,509.00	180,013.00		74,831.00	494,038.00		38,085.00			815,470.00
Repairs and Maintenance	14,618.00		18,725.00	172,588.00		93,193.00	212,004.00		17,947.00			529,075.00
Rentals and Leases	1,200.00		1,725.00	6,500.00	6,270.00	35,353.00	808.00		6,543.00			58,399.00
Printing and Reproduction	33,989.00		1,724.00	4,750.00	14,051.00	(76,006.00)			11,639.00			(9,853.00)
Federal Pass Through Expense												-
State Grant Pass Through Expense												-
Depreciation and Amortization												-
Bad Debt Expense												-
Interest												-
Scholarships	13,300.00					500.00		763,512.00	28,000.00			805,312.00
Claims and Losses	143,900.00			12,400.00					3,000.00			159,300.00
Other Operating Expenses	304,744.00		113,529.00	399,611.00	23,115.00	536,861.00	443,411.00	-	165,779.00			1,987,050.00
Total Operating Expenses	7,473,709.00	-	678,145.00	2,797,048.00	1,016,858.00	3,083,746.00	1,631,319.00	763,512.00	759,883.00	-	-	18,204,220.00



Lamar State College-Port Arthur
Member of The Texas State University System™

July 3, 2017

Members of the Board of Regents,
The Texas State University System

The Honorable Regents,

The following pages are the recommendations for the annual budget of Lamar State College-Port Arthur for the fiscal year beginning September 1, 2017.

Lamar State College-Port Arthur has seen a strong enrollment increase of 14% and 18% in the Fall 2016 and Spring 2017, respectively. We expect that trend to continue as a result of increased outreach, community education, and designing an efficient path to enrollment. Fall 2018 brings with it the opening of our new HVAC and Drafting programs funded by the 84th Legislature and the second cohort of 100 Early College High School students. FY 2018 will also begin the second year of the *Second Chance Pell Experiment* for inmates in Federal and State penal institutions. Second Chance Pell grants were awarded in the first year, resulting in 85 eligible inmates receiving the grant and beginning their path to complete an Associates of Arts Degree, Associate of Applied Science Degree in Automotive Mechanics, or Associate of Applied Science Degree in Heating and Air Conditioning.

Enrollment figures for the last twelve months were used to project revenue for the upcoming year. The proposed budget includes all educational and general, designated and auxiliary enterprise activities as well as Higher Education Funds (HEF) budgeted for the upcoming year.

Education and General Funds

Highlights of the budget for the upcoming year include an overall net decrease in General Revenue Appropriations for operations of approximately \$870,000 when compared to the FY 2017 appropriations. Included in the net decrease is a decline in non-formula support items including approximately \$131,000 in the VO-TECH and HVAC programs, approximately \$79,000 in the Small Business Development Center program, and approximately \$398,000 in Institutional Enhancement.

In an effort to address budget constraints in a strategic manner, we implemented a variety of measures. The measures include a 10% cost-reduction measure for designated operating expenditures, combining job descriptions, more efficient means of class scheduling, and the decision to not fill certain vacant positions and to reduce adjunct pools. The combination of these factors allowed us to meet the education and general requirements necessary for campus operations.

Our HEF allocation is budgeted for debt service of \$136,663 and capital equipment of \$783,095. The balance of \$1,238,026 is reserved for possible maintenance and emergency expenditures of our aging campus facilities. In addition, the reserve is available to address any additional expenditures that may be needed to complete the *Sheila McCarthy Umphrey Industrial Technology Center*.

Designated Funds

Designated tuition includes projected revenue increases of approximately \$221,000 as a result of a designated tuition increase previously approved by the Board of Regents. In addition, increases are projected in Workforce Development programs including CDL, welding, customized training, and short events. Because appropriated and related tuition revenues are not sufficient to fully fund all educational and general expenditures, a designated transfer of approximately \$435,000 was budgeted to cover those expenditures. Furthermore, the budget allocates \$287,962 in computer use fee fund balance to cover telecommunications costs previously funded by E&G.

Auxiliary Funds

The auxiliary budget reflects a decrease in the use of the student service fee fund balance when compared to FY 2017 of approximately \$179,000 which is used to fund certain student projects as approved by the Student Advisory Committee. Other auxiliary fund budgets are comparable to last year's budget.

Current Fiscal Condition

Lamar State College-Port Arthur is financially sound. The fiscal condition of the College continues to improve. Management intends to be pro-active and continue to implement additional cost-reduction strategies to improve efficiency. As a result, the campus plans to achieve savings where possible to assure the campus has funds to operate in upcoming and future budget years.

The budget does provide for all of the needs of the campus and is balanced for FY 2018.

Sincerely,


Betty Reynard, President


Mary Wickland, Vice President for
Finance and Operations

LAMAR STATE COLLEGE PORT ARTHUR

TABLE A.1
 EDUCATION & GENERAL FUNDS
 BUDGETED REVENUES & TRANSFERS
 YEAR ENDING AUGUST 31, 2018

Item Description	FY2017 Adopted Budget	FY2018 Proposed Budget	Change Amount	Percent
REVENUE				
Tuition and Fees				
Tuition Net of Exemptions and Waivers	\$ 2,100,000	\$ 2,215,593	\$ 115,593	5.50%
Lab Fees	19,559	20,221	662	3.38%
Total Tuition and Fees	\$ 2,119,559	\$ 2,235,814	\$ 116,255	5.48%
State Appropriations				
General Revenue Appropriations	\$ 9,559,762	\$ 9,293,644	\$ (266,118)	-2.78%
HB 100 TRB Debt Service	624,953	-	(624,953)	-100.00% ¹
Staff Benefit Appropriations	2,347,984	2,300,732	(47,252)	-2.01%
Other Appropriations				
THECB State Workstudy	11,728	9,275	(2,453)	-20.92%
HEF Appropriation	2,157,784	2,157,784	-	0.00%
Total State Appropriations	\$ 14,702,211	\$ 13,761,435	\$ (940,776)	-6.40%
Current Funds				
Investment Income	\$ 7,277	\$ 17,459	\$ 10,182	139.92%
Total Current Funds	\$ 7,277	\$ 17,459	\$ 10,182	139.92%
TOTAL REVENUE	\$ 16,829,047	\$ 16,014,708	\$ (814,339)	-4.84%
TRANSFERS IN				
VO-TECH and HVAC Fund Balance	\$ 250,000	\$ 73,002	\$ (176,998)	-70.80% ²
Transfer from Designated	-	435,100	435,100	100.00% ³
TOTAL TRANSFERS IN	\$ 250,000	\$ 508,102	\$ (176,998)	-70.80%
TOTAL BUDGETED FUNDS	\$ 17,079,047	\$ 16,522,810	\$ (991,337)	-5.80%

¹ For FY 2018, HB 100 TRB Debt Service is included in general appropriations.

² Appropriated funds from FY 2016 reserves for program start-up to cover related FY 2018 costs.

³ Cost-reduction measures in designated were necessary due to decline in appropriations.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE A.2
EDUCATION & GENERAL FUNDS
BUDGETED EXPENDITURES
YEAR ENDING AUGUST 31, 2018

Item Description	FY2017	FY2018	Change	
	Adopted Budget	Proposed Budget	Amount	Percent
EXPENDITURES				
Instruction				
Liberal Arts	\$ 767,725	\$ 610,208	\$ (157,517)	-20.52% ¹
Theatre	283,232	281,626	(1,606)	-0.57%
Inmate Instruction	396,956	463,208	66,252	16.69%
Commercial Music Program	372,329	411,742	39,413	10.59%
Business, Math, & Science	883,412	861,354	(22,058)	-2.50%
Physical Education	207,798	195,394	(12,404)	-5.97%
Faculty Reserve	47,764	35,177	(12,587)	-26.35%
Cosmetology Program	203,560	196,972	(6,588)	-3.24%
Federal Correction Complex	722,481	743,396	20,915	2.89%
Distance Learning	103,686	92,210	(11,476)	-11.07%
Business & Technology	1,086,275	987,880	(98,395)	-9.06%
Allied Health	1,315,593	1,350,365	34,772	2.64%
Instructional Support	119,333	125,825	6,492	5.44%
Developmental Education	332,041	276,513	(55,528)	-16.72%
Total Instruction	\$ 6,842,185	\$ 6,631,870	\$ (210,315)	-3.07%
Academic Support				
Instructional Administration	\$ 939,274	\$ 1,047,437	\$ 108,163	11.52% ²
Library	281,422	366,128	84,706	30.10%
Total Academic Support	\$ 1,220,696	\$ 1,413,565	\$ 192,869	15.80%
Student Services	\$ 1,140,729	\$ 1,133,144	\$ (7,585)	-0.66%
Institutional Support	\$ 2,513,592	\$ 2,491,354	\$ (22,238)	-0.88%
Operation & Maintenance of Plant				
Campus Security	\$ 92,814	\$ 96,651	\$ 3,837	4.13%
General Services	562,714	398,574	(164,140)	-29.17% ³
Building Maintenance	227,177	254,161	26,984	11.88%
Custodial Services	82,578	83,580	1,002	1.21%
Ground Maintenance	35,696	-	(35,696)	-100.00%
Purchased Utilities	352,400	400,000	47,600	13.51%
Total Operation & Maintenance of Plant	\$ 1,353,379	\$ 1,232,966	\$ (120,413)	-8.90%
Non-formula Support				
Small Business Development	\$ 286,437	\$ 187,479	\$ (98,958)	-34.55%
VO-TECH & HVAC Program	500,000	259,194	(240,806)	-48.16% ⁴
Total Non-formula Support	\$ 786,437	\$ 446,673	\$ (339,764)	-43.20%
TOTAL EXPENDITURES	\$ 13,857,018	\$ 13,349,572	\$ (507,446)	-3.66%
TRANSFERS OUT				
Tuition Revenue Bond Debt Service	\$ 1,486,458	\$ 1,466,211	\$ (20,247)	-1.36%
TPEG Loans	30,029	33,234	3,205	10.67%
TPEG Scholarships	270,258	299,104	28,846	10.67%
HEF Bond Debt Service Payment	136,663	136,663	-	0.00%
HEF Plant Funds	1,298,621	1,238,026	(60,595)	-4.67%
TOTAL TRANSFERS OUT	\$ 3,222,029	\$ 3,173,238	\$ (48,791)	-1.51%
TOTAL BUDGETED EXPENDITURES	\$ 17,079,047	\$ 16,522,810	\$ (556,237)	-3.26%

- 1 Decrease in Liberal Arts salary pool and a position was not filled due to budget cost-cutting measure.
- 2 Increase in expenditures related to Workforce Development programs (CDL and welding).
- 3 Decrease in HEF expenditures for general services.
- 4 Decrease in non-formula support for VO-TECH & HVAC Program and related expenditures.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE B.1
DESIGNATED FUNDS
BUDGETED REVENUES & TRANSFERS
YEAR ENDING AUGUST 31, 2018

Item Description	FY2017	FY2018	Change	
	Adopted Budget	Proposed Budget	Amount	Percent
REVENUE				
Student Fees				
Computer Use Fee	\$ 735,000	\$ 755,000	\$ 20,000	2.72%
Tuition Service Fee	12,500	12,000	(500)	-4.00%
Designated Tuition Fee	2,833,660	3,055,000	221,340	7.81% ¹
Distance Learning Fee	125,000	95,000	(30,000)	-24.00%
Installment Fee	14,500	16,000	1,500	10.34%
Library Fee	154,000	146,000	(8,000)	-5.19%
Reinstatement Fee	6,000	3,000	(3,000)	-50.00%
Transcript Fee	21,000	21,000	-	0.00%
Miscellaneous Fees	6,800	1,500	(5,300)	-77.94%
Total Student Fees	\$ 3,908,460	\$ 4,104,500	\$ 196,040	5.02%
Investment Income	\$ 15,000	\$ 28,000	\$ 13,000	86.67%
Carl Parker Rental Fee	45,000	30,000	(15,000)	-33.33%
Miscellaneous Income	1,000	2,000	1,000	100.00%
Expenditure Reimbursements	100,000	100,000	-	0.00%
Workforce Development	139,000	473,650	334,650	240.76% ²
	\$ 300,000	\$ 633,650	\$ 333,650	111.22%
TOTAL REVENUE	\$ 4,208,460	\$ 4,738,150	\$ 529,690	12.59%
TRANSFERS IN				
Educational & General - TPEG	\$ 270,258	\$ 299,104	\$ 28,846	10.67%
TOTAL TRANSFERS IN	\$ 270,258	\$ 299,104	\$ 28,846	10.67%
BUDGETED FUND BALANCES	\$ 257,973	\$ 287,962	\$ 29,989	11.62%
TOTAL BUDGETED FUNDS	\$ 4,736,691	\$ 5,325,216	\$ 588,525	12.43%

¹ Increase in designated tuition fee due to rate increase of \$7.52 per SCH.

² Increase is due to expansion of Workforce Development programs including CDL, welding and short events.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE B.2
DESIGNATED FUNDS
BUDGETED EXPENDITURES
YEAR ENDING AUGUST 31, 2018

Item Description	FY2017 Adopted Budget	FY2018 Proposed Budget	Change Amount	Percent
EXPENDITURES				
Instruction				
Liberal Arts	\$ 9,300	\$ 8,370	\$ (930)	-10.00%
Inmate Instruction	5,100	5,490	390	7.65%
Business, Math, and Science	7,700	6,930	(770)	-10.00%
Cosmetology Program	11,300	7,587	(3,713)	-32.86%
Distance Learning	49,300	65,842	16,542	33.55%
Business and Technology	63,900	32,252	(31,648)	-49.53%
Allied Health Department	44,300	49,408	5,108	11.53%
Developmental Education	14,500	10,800	(3,700)	-25.52%
Theatre	65,000	6,900	(58,100)	-89.38%
Commercial Music Program	34,500	25,470	(9,030)	-26.17%
Physical Education	14,100	6,300	(7,800)	-55.32%
Workforce Development	28,200	312,344	284,144	1007.60% 1
Other	31,700	42,642	10,942	34.52%
Total Instruction	\$ 378,900	\$ 580,335	\$ 201,435	53.16%
Academic Support	\$ 1,461,473	\$ 1,437,852	\$ (23,621)	-1.62%
Institutional Support				
SACS Accreditation	\$ 15,900	\$ 12,270	\$ (3,630)	-22.83%
Administrative Services	380,259	380,259	-	0.00%
Service Centers	243,105	229,533	(13,572)	-5.58%
Other	540,313	693,345	153,032	28.32% 2
Total Institutional Support	\$ 1,179,577	\$ 1,315,407	\$ 135,830	11.52%
Operation & Maintenance of Plant				
General Services	\$ 36,200	\$ 109,300	\$ 73,100	201.93%
Building Maintenance	242,500	251,465	8,965	3.70%
Custodial Services	326,800	325,860	(940)	-0.29%
Ground Maintenance	64,000	113,100	49,100	76.72%
Purchased Utilities	145,071	145,071	-	0.00%
Total Operation & Maintenance of Plant	\$ 814,571	\$ 944,796	\$ 130,225	15.99%
Public Service	\$ -	\$ -	\$ -	0.00%
Scholarships				
Texas Work Study	\$ 3,909	\$ 3,092	\$ (817)	-20.90%
Tuition Set Aside	115,000	115,000	-	0.00%
Scholarships TPEG Awards	270,258	299,104	28,846	10.67%
TOTAL EXPENDITURES	\$ 4,223,688	\$ 4,695,586	\$ 471,898	11.17%
TRANSFERS OUT				
Designated Tuition				
Auxiliary	\$ 69,808	\$ 54,858	\$ (14,950)	-21.42%
E & G	-	435,100	435,100	100.00% 3
Retirement of Debt	6,600	6,600	-	0.00%
TSUS System Operation Charges	123,200	133,072	9,872	8.01%
Transfer to reserves	313,395	-	(313,395)	-100.00% 3
TOTAL TRANSFERS OUT	\$ 513,003	\$ 629,630	\$ 116,627	22.73%
TOTAL BUDGETED EXPENDITURES	\$ 4,736,691	\$ 5,325,216	\$ 588,525	12.42%

1 Increase is due to expansion of Workforce Development programs including CDL, welding and short events.

2 Increase is due to a reclassification of all designated travel to one control account to better monitor and track departmental travel costs.

3 Implemented cost-reduction measures in designated expenditures in order to balance overall budget. The majority of the excess funds were utilized to cover Education and General (E & G) expenditures in the FY 2018 budget period. Furthermore, there are no excess funds to "transfer to reserves" for this reporting period.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE C.1
AUXILIARY FUNDS
BUDGETED REVENUES & TRANSFERS
YEAR ENDING AUGUST 31, 2018

Item Description	FY2017 Adopted Budget	FY2018 Proposed Budget	Change Amount	Percent
REVENUE				
Student Fees				
Student Service Fee	\$ 715,000	\$ 710,000	\$ (5,000)	-0.70%
Recreation Fee	80,000	78,000	(2,000)	-2.50%
Athletic Fee	330,000	358,000	28,000	8.48%
Athletic Marketing	28,000	21,000	(7,000)	-25.00%
Student ID	10,000	9,000	(1,000)	-10.00%
Student Center Fee	90,000	84,000	(6,000)	-6.67%
Parking	55,000	48,000	(7,000)	-12.73%
Miscellaneous	17,000	40,000	23,000	135.29%
Total Student Fees	\$ 1,325,000	\$ 1,348,000	\$ 23,000	1.74%
Bookstore	\$ 70,000	\$ 50,000	\$ (20,000)	-28.57%
Athletic Scholarships - Basketball	71,000	62,400	(8,600)	-12.11%
Athletic Scholarships - Softball	96,000	84,600	(11,400)	-11.88%
TOTAL REVENUE	\$ 1,562,000	\$ 1,545,000	\$ (17,000)	-1.09%
TRANSFERS IN				
Designated	\$ 69,808	\$ 54,858	\$ (14,950)	-21.42%
TOTAL TRANSFERS IN	\$ 69,808	\$ 54,858	\$ (14,950)	-21.42%
BUDGETED FUND BALANCES	\$ 371,807	\$ 207,472	\$ (164,335)	-44.20% ¹
TOTAL BUDGETED FUNDS	\$ 2,003,615	\$ 1,807,330	\$ (196,285)	-9.80%

¹ Use of Student Service Fee Fund Balance for the support of student projects.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE C.2
AUXILIARY FUNDS
BUDGETED EXPENDITURES
YEAR ENDING AUGUST 31, 2018

Item Description	FY2017	FY2018	Change	
	Adopted Budget	Proposed Budget	Amount	Percent
EXPENDITURES				
Advising	\$ 165,299	\$ 186,060	\$ 20,761	12.56%
Bookstore	63,120	64,310	1,190	1.89%
Student ID	2,000	3,000	1,000	50.00%
Student Services	856,124	659,060	(197,064)	-23.02% ¹
Student Center	86,097	91,648	5,551	6.45%
Theatre	70,000	55,000	(15,000)	-21.43%
Recreation Activity	82,264	85,873	3,609	4.39%
Sports Program	611,808	608,379	(3,429)	-0.56%
Parking	43,258	44,927	1,669	3.86%
TOTAL EXPENDITURES	\$ 1,979,970	\$ 1,798,257	\$ (181,713)	-9.18%
TRANSFERS OUT				
Transfer to reserves	\$ 23,645	\$ 9,073	\$ (14,572)	-61.63%
TOTAL TRANSFERS OUT	\$ 23,645	\$ 9,073	\$ (14,572)	-61.63%
TOTAL BUDGETED EXPENDITURES	\$ 2,003,615	\$ 1,807,330	\$ (196,285)	-9.80%

¹ Approved use of student service fees to support student projects and activities.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE D
HIGHER EDUCATION FUNDS
BUDGETED REVENUES & TRANSFERS
YEAR ENDING AUGUST 31, 2018

Item Description	FY2017 Adopted Budget	FY2018 Proposed Budget	Change Amount	Percent
EDUCATION AND GENERAL FUNDS				
Instruction				
Liberal Arts	\$ 6,100	\$ 6,100	\$ -	0.00%
Theatre	69,900	78,800	8,900	12.73%
Commercial Music Program	45,100	45,100	-	0.00%
Business, Math, & Science	10,500	10,500	-	0.00%
Physical Education	46,500	31,500	(15,000)	-32.26%
Cosmetology Program	9,400	9,400	-	0.00%
Business & Technology	81,700	90,124	8,424	10.31%
Allied Health	18,000	24,857	6,857	38.09%
Developmental Education	2,000	1,600	(400)	-20.00%
Total Instruction	\$ 289,200	\$ 297,981	\$ 8,781	3.04%
Academic Support				
Instructional Administration	\$ 38,600	\$ 107,219	\$ 68,619	177.77%
Library	-	65,420	65,420	100.00%
Total Academic Support	\$ 38,600	\$ 172,639	\$ 134,039	347.25%
Student Services	\$ 33,500	\$ 33,500	\$ -	0.00%
Institutional Support	\$ 219,263	\$ 208,638	\$ (10,625)	-4.85%
Operation & Maintenance of Plant				
Campus Security	\$ 1,300	\$ 1,300	\$ -	0.00%
General Services	218,300	68,700	(149,600)	-68.53%
Building Maintenance	59,000	137,000	78,000	132.20%
Total Operation & Maintenance of Plant	\$ 278,600	\$ 207,000	\$ (71,600)	-25.70%
TOTAL BUDGETED HEF FUNDS	\$ 859,163	\$ 919,758	\$ 60,595	7.05%

HEF SUMMARY

Estimated Balance 9/1/2017	\$ 784,973
Appropriations	2,157,784
Total Funding Available	<u>\$ 2,942,757</u>
Budgeted Expenditures	
Education and General	\$ 783,095
Budgeted Real Property	
Transfers Out	136,663
Total Expenditures	<u>\$ 919,758</u>
Estimated Balance 8/31/2018	<u>\$ 2,022,999</u>

LAMAR STATE COLLEGE PORT ARTHUR

TABLE E
 AUXILIARY OPERATIONS
 INTERCOLLEGIATE ATHLETICS
 YEAR ENDING AUGUST 31, 2018

Item Description	Men's Basketball Program	Women's Softball Program	Athletics Administration	Total
REVENUE AND OTHER ADDITIONS				
Sales and Services	\$ -	\$ -	\$ 61,000	\$ 61,000
Student Fees				
Athletic Fee	-	-	358,000	358,000
Athletic Scholarship Fundraising	-	-	147,000	147,000
Designated Transfer	-	-	42,379	42,379
TOTAL BUDGETED REVENUE	\$ -	\$ -	\$ 608,379	\$ 608,379
EXPENDITURES				
Salaries	\$ 68,842	\$ 62,454	\$ 59,660	\$ 190,956
Fringe Benefits	19,254	21,617	15,952	56,823
Travel	25,000	36,000	9,300	70,300
Scholarships	62,400	84,600	-	147,000
Other Maintenance and Operating	35,000	35,300	73,000	143,300
TOTAL BUDGETED EXPENDITURES	\$ 210,496	\$ 239,971	\$ 157,912	\$ 608,379

Lamar State College Port Arthur

TABLE F
Student Services and Activities Financed by Student Services Fees
Estimated Revenue, Fund Balances and Budgeted Expenditures
Year Ending August 31, 2018

Description	Adopted Budget	Proposed Budget	Change		Explanations for "Other" Category Line-Items
			Amount	Percent	
Student Services Fee per semester credit hour	\$ 28.00	\$ 28.00			
Student Services Fee fund balance at beginning of year (net of encumbrances)	\$ 315,839	\$ 203,622			
Forecast Revenue:					
SSF Revenue	795,000	828,000			Gross Tuition
Interest Revenue					
Transfer In					
Total Forecast Revenue:	\$ 1,110,839	\$ 828,000			
Budgeted Student Service Fee Expenditures:					
1. Textbook rentals	-	-			
2. Recreational activities	52,879	52,879	-	0%	
3. Health and hospital services					
4. Medical services					
5. Intramural and intercollegiate athletics					
6. Artists and lecture series	25,000	-	(25,000)	-100%	
7. Cultural entertainment series	66,000	66,000	-	0%	
8. Debating and oratorical activities					
9. Student publications	6,215	6,215	-	0%	
10. Student government	8,000	33,966	25,966	325%	
11. Student fee advisory committee					
12. Student transportation services other than those in TEC 54.504, 511, 512, 513					
13. Other (insert a separate row for each activity as necessary - see instructions)					
Advising Salaries and expenses	141,999	165,299	23,300	16%	Advising personnel
Counseling services	3,514	3,514	-	0%	Counseling services for students
Update student activity area	25,193	50,000	24,807	98%	Furniture for student activity area
Student advisor operations	23,300	23,300	-	0%	Operating expenses for advising personnel
Salary for student activities' personnel	169,977	160,102	(9,875)	-6%	Student Activity personnel
Title IX Coordinator and Investigator activities	11,922	10,588	(1,334)	-11%	Coordinator stipend and operating expenses
Title IX, VAWA, & AIDS awareness, safety training for students	5,815	8,855	3,040	52%	Title IX student training
Theater productions	70,000	55,000	(15,000)	-21%	Productions and related costs
Student travel	4,179	16,035	11,856	284%	Student conferences
Student organizations	2,861	2,861	-	0%	Student Organization travel expense
Spirit squad	28,000	28,650	650	2%	Co-ed cheerleader team & mascot
Student wages	29,000	29,000	-	0%	Student assistants
Scholarships-Drama and Music	50,000	50,000	-	0%	Drama, Music
Scholarships-Athletic	20,000	20,000	-	0%	Athletics
LSCPA Emerging Leader Program	38,000	38,000	-	0%	15 scholarships @ \$2,500 & supplies
Pinning ceremony costs	-	4,890	4,890	100%	Allied Health pinning ceremonies
Printing in support of SSF-related activities	6,069	6,069	-	0%	Printing
Emergency grants/services	3,500	3,500	-	0%	Emergency scholarships
Exemptions	80,000	118,552	38,552	48%	Mandated exemptions
Budgeted reserves for student projects	200,000		(200,000)	-100%	Student projects
Reserves for requests	100,000	30,000	(70,000)	-70%	
Total expenditures	\$ 1,171,423	\$ 983,275	\$ (188,148)	-16%	
Estimated Student Services Fee fund balance at end of year	\$ 255,255	\$ 48,347			

Enter Date of Student Services Advisory Committee Meeting when this schedule was considered.

April 28, 2017

Lamar State College Port Arthur

Table G
Budgeted FTEs by Operating Expenses
Year Ending August 31, 2018

		Actual 2016	Estimated 2017	Budgeted 2018
Appropriated				
	Faculty	67.93	68.50	62.00
	Staff	102.63	97.48	89.00
Subtotal, Appropriated		170.55	165.98	151.00
Non-Appropriated				
	Faculty			
	Staff	19.15	18.98	18.00
Subtotal, Non-Appropriated		19.15	18.98	18.00
GRAND TOTAL		189.70	184.96	169.00

Note: Actual 2016 data was derived from the State Auditor's Office.

LAMAR STATE COLLEGE PORT ARTHUR

TABLE H
 MATRIX OF OPERATING BUDGET
 REPORTED BY FUNCTION
 YEAR ENDING AUGUST 31, 2018

Operating Budget	Instruction	Academic Support	Student Services	Institutional Support	Operation & Maintenance of Plant	Public Service	Scholarships	Auxiliary Enterprises	Total Budget
Salaries and Wages	\$ 5,024,069	\$ 1,465,818	\$ 832,076	\$ 1,657,493	\$ 478,794	\$ 115,439	\$ 3,092	\$ 639,503	\$ 10,216,284
Payroll Related Costs	1,329,245	415,634	267,568	638,695	147,172	35,540	-	192,962	3,026,816
Professional Fees and Services	26,626	113,777	-	25,351	204,061	33	-	92,140	461,988
Federal Pass-Through Expense	-	-	-	-	-	-	-	-	-
State Grant Pass-Through Expense	-	-	-	-	-	-	9,275	-	9,275
Travel	42,687	72,553	-	1,408	-	5,760	-	101,998	224,406
Materials and Supplies	183,889	32,979	34	278,158	186,681	16,173	-	101,159	799,073
Communication and Utilities	-	71,292	-	62,850	527,145	1,073	-	31,669	694,029
Repairs and Maintenance	39,165	42,678	392	15,492	576,027	37	-	64,736	738,527
Rentals and Leases	34,098	5,238	-	11,619	2,173	960	-	20,833	74,921
Printing and Reproduction	601	1,552	2,804	44,188	-	-	-	16,499	65,644
Debt Service	-	-	-	-	-	-	-	-	-
Bad Debt Expense	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
Scholarships	-	-	-	-	-	-	414,104	266,700	680,804
Operating Transfers	-	-	-	-	-	-	-	-	-
Other Operating Expenses	531,825	629,896	30,270	1,321,425	55,709	12,465	-	270,058	2,851,648
Total Operating Expenses	\$ 7,212,205	\$ 2,851,417	\$ 1,133,144	\$ 4,056,680	\$ 2,177,762	\$ 187,480	426,471	\$ 1,798,257	\$ 19,843,415

July 25, 2017

Board of Regents
The Texas State University System
208 E. 10th Street, Suite 600
Austin, Texas 78701

Dear Regents:

The Texas State University System Administration respectfully submits the Fiscal Year 2018 Operating Budget for your consideration. Fiscal Year 2018 total budgeted expenditures are \$9.37 million, a 4.8% increase from Fiscal Year 2017.

This budget request funds strategic efforts that preserve and increase the efficiency and effectiveness of the System Administration as well as the Component Institutions, as we strive together to meet the goals set forth in the TSUS 2020 Vision. These efforts include:

- Academic Program Support & Data Analytics within the Office of Academic Affairs;
- Component-based Legal Assistance and Ethics & Title IX Training within the Office of General Counsel;
- Consolidated Debt, Investment and Risk Management Services within the Office of Finance;
- Coordinated Support of State and Federal Relations within the Office of Governmental Relations;
- Management of Capital Projects within the Office of Planning and Construction;
- Public Relations and Marketing Services within the Office of Marketing and Communications; and
- Independent Review of Institutional Operations within the Office of Audits and Analysis.

This budget request also provides for market-based compensation adjustment to retain and attract qualified professionals, as well as funding for the operations of O. Henry Hall.

The financial condition of the System Administration is sound. We continue to support the Board and Component Institutions 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, Ph.D.
Chancellor

Texas State University System

Table A-1
Current Fund Revenues and Transfers
Educational and General Funds

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	INCREASE (DECREASE)	CHANGE	NOTE
State Appropriations					
General Revenue Appropriation	\$1,425,000	\$1,368,000	(\$57,000)	-4.0%	
Staff Benefits Appropriations	422,587	295,362	(127,225)	-30.1%	
Total State Appropriations	1,847,587	1,663,362	(184,225)	-10.0%	
Designated Funds					
Investment Income	10,000	15,000	\$5,000	50.0%	(1)
Extendible Commercial Paper Fee	0	200,000	\$200,000	#DIV/0!	
Texas State University System Foundation	51,400	47,884	(3,516)	-6.8%	
Total Current Funds	61,400	262,884	201,484	328.1%	
Transfers In					
Central Service Charge	8,607,772	\$9,253,355	\$645,583	7.5%	(2)
Fund Balance	0	0	0	#DIV/0!	
Deferred Compensation	280,000	280,000	0	0.0%	(3)
Total Transfers In	8,887,772	9,533,355	645,583	7.3%	
Total Revenues and Transfers In	\$10,796,759	\$11,459,601	\$662,842	6.1%	

NOTE	ITEM DESCRIPTION	CHANGE	EXPLANATION
(1)	Investment Income	\$5,000	Increased yields
(2)	Central Service Charge	\$645,583	Change in annual charge to institutional components
(3)	Deferred Compensation	\$0	Contractual increase

Texas State University System

Table A-2
Current Fund Expenditures and Transfers
Educational and General Funds

ITEM DESCRIPTION	FY 2017 APPROVED BUDGET	FY 2018 PROPOSED BUDGET	INCREASE (DECREASE)	PERCENT CHANGED	NOTE
Institutional Support and Administration	\$8,949,000	\$9,374,478	\$425,478	4.8%	
Transfers Out	<u>\$ 1,847,644</u>	<u>\$ 2,085,123</u>	<u>\$ 237,479</u>	12.9%	(1)
Total Expenditures and Transfers	\$ 10,796,644	\$11,459,601	\$ 662,957	6.1%	

NOTE	ITEM DESCRIPTION	CHANGE	EXPLANATION
(1)	Deferred Compensation Plan	\$20,000	Contractual increase
	Plant Funds	<u>\$ 217,479</u>	Building debt service and infrastructure costs
		\$237,479	

Texas State University System

Table G
 Budgeted FTEs by Operating Expenses
 Year Ending August 31, 2018

	Actual 2016	Estimated 2017	Budgeted 2018
Appropriated			
Faculty	-	-	-
Staff	8.70	8.50	8.20
Subtotal, Appropriated	8.70	8.50	8.20
Non-Appropriated			
Faculty	-	-	-
Staff	14.40	14.50	16.80
Subtotal, Non-Appropriated	14.40	14.50	16.80
GRAND TOTAL	23.10	23.00	25.00

Texas State University System
Matrix of Operating Budget Expenditures
Reported by Function
For the Fiscal Year Ended August 31, 2018

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							\$ -					\$ -
Salaries and Wages							\$ 5,272,965					\$ 5,272,965
Payroll Related Costs							\$ 1,078,954					\$ 1,078,954
Professional Fees and Services							\$ 1,156,214					\$ 1,156,214
Federal Grant Pass-Through Expense							\$ -					\$ -
State Grant Pass-Through Expense							\$ -					\$ -
Travel							\$ 202,296					\$ 202,296
Materials and Supplies							\$ 182,190					\$ 182,190
Communications and Utilities							\$ 86,294					\$ 86,294
Repairs and Maintenance							\$ 1,800					\$ 1,800
Rentals and Leases							\$ 193,392					\$ 193,392
Printing and Reproduction							\$ 33,680					\$ 33,680
Depreciation and Amortization*							\$ -					\$ -
Bad Debt Expense							\$ -					\$ -
Interest							\$ -					\$ -
Scholarships							\$ -					\$ -
Claims and Judgments							\$ -					\$ -
Other Operating Expenses							\$ 1,166,692					\$ 1,166,692
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,374,478	\$ -	\$ -	\$ -	\$ -	\$ 9,374,478

* Depreciation and Amortization may be allocated to the various functions or shown entirely in the Depreciation and Amortization column

TSUS: Approval of Investment Policy

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

The Investment Policy for Operating Funds and Endowment Funds dated September 2017 be approved effective September 1, 2017, contingent upon the total book value of TSUS endowments being at least \$150 million as of September 1, 2017.

Explanation

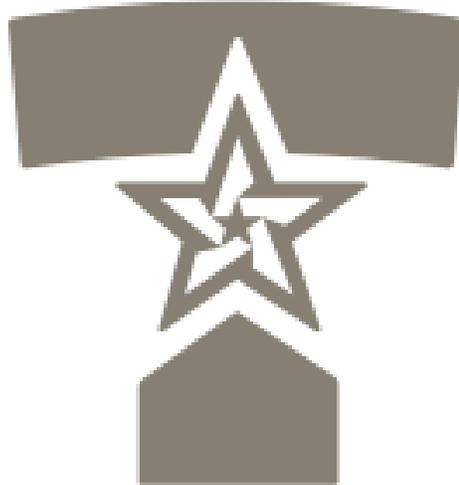
House Bill 1003, passed by the 85th Regular Session, amended the threshold that exempts institutions of higher education from the Public Funds Investment Act (PFIA). Institutions having a total book value of endowments of at least \$150 million as of September 1, 2017 are no longer subject to the Public Funds Investment Act.

Currently, TSUS is subject to the PFIA. The adjustments made to the Investment Policy remove reference to the PFIA and eliminate the reporting, audit and other requirements that TSUS will no longer be subject to.

As required by the General Appropriations Act, the TSUS Investment Policy for Operating Funds and Endowment Funds will continue to be presented to the Board of Regents for consideration and quarterly investment reporting to the Board of Regents, State of Texas and public will continue.

Adoption of these changes provide operational efficiencies, while continuing to provide appropriate oversight.

TEXAS STATE UNIVERSITY SYSTEM



Investment Policy for Operating Funds and Endowment Funds September 2017

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Texas State University System Investment Policy

I. PREFACE

This Policy is the approved Investment Policy for Operating Funds and Endowment Funds of the Texas State University System. Texas State University System ("TSUS") refers to System Administration, Lamar University, Sam Houston State University, Sul Ross State University, Texas State University, Lamar Institute of Technology, Lamar State College - Orange, Lamar State College - Port Arthur, and Sul Ross State University - Rio Grande College.

II. POLICY AND OBJECTIVES

A. OPERATING FUNDS

It is the policy of TSUS to invest operating funds in compliance with the "Prudent Person Standard" as defined by Texas Education Code §51.0031(d). The Investment Policy for Operating Funds and Endowment Funds (Policy) of TSUS is designed to fulfill the following objectives with respect to Operating Funds:

- Provide security of invested principal;
- Provide liquidity for operating requirements which may be reasonably anticipated;
- Manage interest-rate and market risk;
- Maximize total return within established risk constraints; and
- Provide for diversification of investment assets.

To meet these objectives, TSUS will base investment decisions on short-term, intermediate-term, and long-term needs dictated by cash flow analyses of present and anticipated future financial requirements.

This Policy applies to the following operating funds held by TSUS:

- Current Funds (Unrestricted and Restricted);
- Loan Funds;
- Bond Funds;
- Plant Funds;
- Board-Designated Reserves; and
- Agency Funds

These funds may be held in investments authorized by this Policy (based on liquidity needs or bond covenants) or in authorized depositories as required for day-to-day operations within any fund group. A component is not required to liquidate investments that were authorized investments at the time of purchase unless so directed by the Board. Funds held in banking institutions are covered by the TSUS *Depository Funds Policy*.

This Policy shall be reviewed and if necessary, updated annually and presented to the Board for adoption.

Operating funds covered under this Policy are classified as:

Short-Intermediate Term Funds

Funds needed to meet operating requirements (within the budget year) as well as funds not designated as Long-Term. These Funds may be used within the operating year and are typically invested in investments with high quality and ready access to liquidity.

Long-Term Funds

Funds that comprise a core holding that are not intended to be spent during any budget period. These funds are typically invested in a similar manner to Endowment Funds, with similar risk and reward metrics. Long-Term Funds may not exceed 35% of all Operating Funds exclusive of Bond Proceeds Funds; as determined annually based on the Ending Market Values as of August 31 of each year (fiscal year end).

Bond Proceed Funds

Funds obtained by the issuance of debt for a stated purpose. Bond proceeds may be invested in a manner consistent with the requirements and restrictions stated in the applicable Bond Covenants, but typically not longer than three years. Bond Proceed Funds are to be invested following the same guidelines as Short-Intermediate Term Funds.

B. ENDOWMENT FUNDS

Endowment funds may include, but are not limited to, gifts of property, stock, and real assets, donated to TSUS to provide funding for scholarships, fellowships, professorships, academic chairs, and other uses as specified by the donors. It is the policy of TSUS to invest endowment funds in compliance with the Uniform Prudent Management of Institutional Funds Act (UPMIFA), Texas Property Code Chapter 163.

Funds functioning as endowments (commonly referred to as quasi-endowments) are resources that the governing board, rather than the donor, has determined are to be retained and managed like an endowment. Principal and income of these funds may be utilized at the discretion of the governing board. Resources that the governing board sets aside to function as an endowment may be unrestricted or restricted by an agent outside the institution.

Funds which by their nature are long term and have or potentially may have endowment qualities, for example Charitable Gift Annuities, may be invested with the endowment to the extent permitted by law and the individual charitable documents.

The endowment funds may be invested as authorized by this Policy and, for short periods, be placed in authorized TSUS depositories for the processing of receivables and disbursements.

This Policy is designed to fulfill the following objectives with respect to Endowment Funds:

- provide security of invested principal;
- provide for appreciation of principal;
- provide a continuing and dependable cash payout within market constraints;
- provide for planned liquidity for anticipated cash flow purposes;
- manage market risks;
- maximize overall total return within the established risk constraints; and
- provide for diversification of investment assets.

The long term objective of an endowment is to preserve the intergenerational equity of the endowment while providing an appropriate current spending policy. All endowment funds will be managed by the "Prudent Person Standard".

III. DELEGATION OF AUTHORITY AND RESPONSIBILITY

Board of Regents

The TSUS Board of Regents (Board) retains ultimate responsibility for investments as fiduciaries of TSUS assets regardless of who is investing those assets. The Board is required by the General Appropriations Act (Article III, Special Provisions, Section 6.5) to:

- A. Adopt and maintain a written Investment Policy for endowment funds, short-intermediate term operating funds, and long-term operating funds.
 - 1. Direct that a copy of the Investment Policy be filed with the State Auditor's Office and the Legislative Budget Board no later than December 31st of each year.
- B. Direct that a report of all investment transactions for endowment funds, short-intermediate term operating funds, and long-term operating funds, and all other securities transactions be prepared annually in a method prescribed by the State Auditor's Office, and that such report, or copies thereof:
 - 1. Be filed with:
 - a. The State Auditor
 - b. The Comptroller of Public Accounts
 - c. The Legislative Budget Board
 - d. The Governor
 - 2. Shall be available for public inspection
- C. Direct that the Vice Chancellor for Finance, or designee, publish and maintain at least two years of quarterly consolidated investment reports on the System's website. Each component should provide a link to this consolidated report on their websites.

Investment Committee

Each component may establish an Investment Committee to oversee endowment funds.

Investment Officers

The Vice Chancellor for Finance and the CFO for each component are designated as Investment Officers for their respective entities by the Board. Additional Investment Officers may be designated by the Chancellor or the President of the component.

Investment Officers are responsible for investment management decisions and activities and all transactions undertaken, including the hiring/firing of Investment Manager(s) and for endowment funds, following the recommendation(s) of the respective Investment Committee. No officer or designee may engage in an investment transaction except as provided under terms of this Policy. No Investment Officer or employee of TSUS may accept anything of value from counter-parties or others in connection with investment transactions.

The Investment Officer of each component is responsible for managing the allocations of asset classes, investment products utilized, and providing individual investment guidelines to

separately managed account investment managers so that the overall policy objectives as detailed for the Operating Short-Intermediate Term Funds, the Operating Long-Term Funds, and the Endowment Funds are met at the total portfolio level for each fund.

Each Investment Officer shall attend at least four hours of training per year that addresses the responsibilities of the investment officers. The training may include education in investment controls, security risks, strategy risks, market risks, and compliance with certain state statutes and this policy statement. Each investment officer must maintain the records of their training hours to show satisfaction of this requirement.

Investment Officer Disclosures

The following reporting requirements apply:

1. An Investment Officer related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to TSUS shall file a statement disclosing that relationship;
2. An Investment Officer having a business relationship of any nature with an individual seeking to sell an investment to TSUS shall file a statement disclosing that relationship;
3. The disclosure shall be filed with the Board and the component President or with the Chancellor if the applicable Investment Officer is the Vice Chancellor for Finance.

Investment Consultant

System Administration and the components may contract with an Investment Consultant registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to provide for investment oversight of the Operating and/or Endowment Funds. System Administration is responsible for the management of any investment consultant contract, including the solicitation and selection of the investment consultant. The initial contract may not be for a term exceeding six years and renewals or extensions of the contract must be made by order or resolution of the Board. The Investment Consultant must acknowledge in writing that they are a fiduciary to the Fund(s).

The Investment Consultant must certify to the receipt and review of this Policy and that it will act in accordance with the Policy; and it will provide the most recent copy of its Form ADV and ADV brochure as filed with the Securities and Exchange Commission to the CFO(s) for the component(s) that it advises.

The Investment Consultant's responsibilities are to the System Administration and the components it advises. Additionally, the Investment Consultant will:

- Assist in the development and implementation of investment policies, objectives, and guidelines to submit to the Board for approval at least annually.
- Review investment strategies and vehicles, including search, selection, and recommendation of investments to the Investment Officer(s).
- Prepare and present performance evaluation reports in accordance to established investment standards.
- Review contracts and fees for both current and proposed Investment Managers.
- Communicate investment policies and objectives to Investment Managers, monitor those strategies, and notify the Investment Officers of any significant changes in portfolio managers, litigation, or violation of securities regulations.

Investment Manager(s)

System Administration and the components may contract with one or more Investment Managers registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) A contract made under authority of this subsection must contain a termination clause with a maximum 30 days' notice provision

The Investment Manager(s) must certify to the receipt and review of this Policy; it will act in accordance with the Policy; and it will provide a copy of its most current Form ADV and ADV brochure as filed with the Securities and Exchange Commission to the CFO(s) for the component(s) that it advises (see Exhibit 1).

For Investment Managers of commingled vehicles, registered Exchange Traded Funds, and Mutual funds: Investment Officers must collect a copy of commingled funds governing documents for each commingled fund investment, and collect a Mutual Fund prospectus for each mutual fund investment and collect a registered Exchange Traded Fund prospectus, or a Product Description if a Prospectus is not available, for each registered Exchange Traded Fund investment.

All Investment Managers have a fiduciary responsibility to make a good faith determination that commissions paid to a broker are reasonable and competitive. All Investment Managers shall treat the accounts they manage as discretionary accounts and have authority to act for Investment Officers. The Investment Managers have the authority to make investment decisions for the purpose of placing orders to effect any purchase, sale, exchange, liquidation or other investment of the assets in the accounts, within their asset class, and according to this Policy, without obtaining prior approval.

TSUS requests that all orders for transactions of account assets be placed in such markets and through such brokers as shall offer the most favorable price, execution and commission cost of each order (best execution). All such orders must also be in compliance with this investment policy.

TSUS acknowledges that Investment Managers may in accordance with applicable law pay commissions to brokers that are higher than those that might be obtainable elsewhere in order to obtain research and other services provided by such brokers in the expectation to enhance the long-term value of the account. The Investment Officers shall try to negotiate the contract without the use of these soft dollar arrangements. In the event that the soft dollar arrangements remain as part of the contract, the Investment Manager(s) will report to the Investment Consultant and the Investment Officers at least annually, the Investment Managers' soft dollar practices and any soft dollar purchases. In addition, Investment Managers must demonstrate how the soft dollars were used solely for the benefit of the account which generated the soft dollars.

The use of soft dollars by an Investment Manager in the portfolio must be disclosed as required by the State Auditor's Office.

Investment Custodians

The Investment Custodians are responsible for the safekeeping of the Operating and Endowment Funds' assets. Their responsibilities are to:

- Provide timely (defined as within 6 business days of month end) and accurate reports detailing investment holdings, including, on a Trade Date accrual basis:
 - Statement of all securities and other assets held,
 - Statement of all receipts, sales, redemptions, and principal payments,
 - Statement of all distributions, expenses paid, purchases, and
 - Statement of all income, and
 - Establishing and maintaining separate accounts for each Investment Manager.
- Provide all normal custodian functions, including but not limited to:
 - Security safekeeping,
 - Collection of income,
 - Settlement of trades,
 - Collection of proceeds of maturing securities, and
 - Daily investment of available cash.

IV. STANDARD OF CARE

Pursuant to Texas Education Code §51.0031(d), the “Prudent Person Standard” shall be the standard used in all investment functions and shall be applied in the context of individual transactions as well as management of the overall portfolio. Accordingly, all investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, emphasizing the probable safety of their capital as well as the expected income to be derived.

All investments shall be consistent with this Policy. As long as investments made were in accordance with this Policy at the time of purchase, no individual will be held personally liable.

V. INSTITUTIONAL INVESTMENT PROCEDURES

The Investment Officer(s) of each component shall establish written procedures supporting this Policy and promoting internal control. The procedures shall be directed towards preventing loss of funds due to fraud, employee error, misrepresentation, or imprudent actions.

The Investment Officers of the components shall establish and maintain (a) written administrative procedures and guidelines in support of this Policy for their respective component, (b) distribution formulae/procedures for the funds, and (c) internal controls in support of this Policy.

All components shall ensure the following specific controls, as further defined by this Policy, are incorporated into their operating procedures or the operating procedures of the Investment Managers.

- All securities will be settled delivery versus payment (DVP) into the component’s depository or custodian bank,
- Excluding accounts used for Gift Acceptance, no securities will be safe-kept with a broker/dealer,
- Operating funds cash flow will be reviewed at least annually to determine investment strategy impact and projections,
- Every transaction will be documented for accounting information and security description,

- All transaction documentation will be completed within five business days of receipt,
- An investment ledger will be maintained for reconciliation with the general ledger, bank reports, and trade confirmations on a monthly basis, at a minimum,
- A monthly reconciliation of transactions and income will be made,
- A review of the portfolio will be made by all Investment Officers at least quarterly,
- Designated levels of signatory approval will be set,
- Investment reporting will be completed quarterly, and
- Internal control, oversight and/or separation of responsibilities will be maintained over all transactions.

System Administration and each component may pursue an active portfolio management strategy for Endowment Funds with investments diversified by asset class and style. All Endowment Fund investment securities must be held under a custodial agreement and all Investment Managers must provide monthly statements to the Investment Officer. The Investment Officer and/or Investment Consultant will regularly monitor the contents of the portfolio, the available markets, and the relative value of competing instruments to adjust the portfolio in response to market conditions. Quarterly reviews of performance shall be made by the Investment Officers.

VI. INVESTMENT STRATEGIES AND OBJECTIVES

A. OPERATING FUNDS

Operating funds may be commingled at each component for investment purposes but will address the unique characteristics and needs of each fund group and classification of funds represented in the portfolio. Operating funds are constricted by expenditure plans and can serve a fiscal year or multiple year purposes.

The investment strategy for operating funds has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The secondary objective is to create a portfolio structure which will experience minimal volatility while generating income.

The intention is to match investments with projected cash flow and liquidity needs. TSUS may pursue an active versus a passive portfolio management strategy. That is, securities may be sold before they mature if market conditions present an opportunity for a net positive horizon fiscal benefit from the trade, or to manage a market downturn.

The Investment Officer and/or Investment Consultant will continuously monitor the contents of the portfolio, the available markets, and the relative value of all authorized, competing instruments to adjust the portfolio in response to market conditions.

B. ENDOWMENT FUNDS

The Endowment performance objective is to grow the market value of assets net of inflation, spending, and expenses, over a full market cycle (generally defined as a three to five year period) without undue exposure to risk. The Endowment is particularly risk-adverse to the probability of not meeting the total return goal. Liquidity must be considered and sufficient to meet the spending needs and expenses.

The total return goal can be achieved while assuming acceptable risk levels commensurate with

“market volatility.” To achieve the total return goal, the endowment’s assets will be invested to generate appreciation and/or dividend and interest income.

The Endowment is expected to endure into perpetuity. Inflation is a key component in the performance objective. The long-term risk of not investing in growth securities outweighs the short-term volatility risk. As a result, the majority of assets should be invested in equity or equity-like securities, referred to as Appreciation/Dividend Assets. Fixed income and fixed income-like securities, referred to as Income Assets, may act to lower the short-term volatility of the portfolio and provide income stability, especially during periods of weak or negative equity markets. Other asset classes are included to provide diversification and incremental total return, and fall into either the Appreciation/Dividend or Income categories.

The cash payout requirement for Endowment Funds is significant and continuous. The portfolio shall be diversified to diminish risks associated with particular securities, market sectors, or industries with an excessive impact on the funds.

VII. INVESTMENT GUIDELINES

Operating Funds investment strategy, both Short-Intermediate and Long-Term funds, should match the investments with the liquidity needs and should be diversified. For the total Operating Funds portfolios (excluding bond funds), no more than 35% may be invested in a single product (ex. Mutual Fund, single ETF, commingled vehicle, separately managed account) except for cash management pools (TexPool or similar) and Fixed Income funds sponsored by organizations exempt from Federal Income taxation under Section 501 (f) Internal Revenue Code of 1986 (25 U.S.C. Section 501 (f) – currently Commonfund and TIAA-CREF. These funds must meet the requirements outlined in the appropriate Appendixes.

A. OPERATING SHORT-INTERMEDIATE TERM FUNDS

Refer to APPENDIX 1 for Investment Guidelines for Operating Short-Term portfolios. This includes Diversification parameters, approved allocation ranges, and Prohibited Investments.

B. OPERATING LONG-TERM FUNDS

Refer to APPENDIX 2 for Investment Guidelines for Operating Long-Term portfolios. This includes Diversification parameters, approved allocation ranges, and Prohibited Investments.

C. ENDOWMENT FUNDS

Refer to APPENDIX 3 for Investment Guidelines for Endowment portfolios. This includes Diversification parameters, approved allocation ranges, and Prohibited Investments.

VIII. REBALANCING

Since asset allocation is a critical component of Investment Portfolio returns, it is desirable to review the investment portfolio as follows:

Operating Funds: At least quarterly, more frequently as necessary

Endowment: At least annually, more frequently if necessary.

In the event any individual asset class falls outside the allocation range specified in the appropriate Appendix, rebalancing should be performed in a prudent manner.

The appropriateness of Asset Allocation ranges will be reviewed annually.

IX. SAFEKEEPING

All securities, including collateral bought under a repurchase agreement, but excluding investment pool funds, certificates of deposit, commingled vehicles, registered Exchange Traded Funds, and mutual funds, shall be settled on a delivery versus payment (DVP) basis, where DVP is an available settlement option. All securities shall be held by System Administration's or the component's depository bank, as applicable, or an independent third party custodian, as applicable, approved by System Administration. All securities will be held in the name of System Administration or the component, as applicable. Excluding accounts used for Gift Acceptance no securities will be safe-kept with a broker/dealer.

The third party custodian of TSUS-owned assets shall be required to issue an original safekeeping trust statement to the System Administration or the component, as applicable, on a timely basis describing the specific instrument, coupon, maturity, par, CUSIP, and other pertinent information. The safekeeping receipt shall clearly identify ownership by System Administration or the component, as applicable.

X. SECURITIES LENDING

Participation in securities lending programs are prohibited under this Policy.

XI. FINANCIAL DEALERS AND INSTITUTIONS

- A. If a business organization (including investment pools and investment management firms under contract) is not utilized, then the transaction requires the use of one or more broker/dealers.
- B. All Investment Officers who invest directly will maintain a list of the broker/dealers that they use, and keep on file all certifications collected under sections XI. C and XI. D below.
- C. Investment Officers are responsible for confirming that all the broker/dealers they utilize conform with compliance requirements and procedures established by the Vice Chancellor for Finance or include the following:
 - Brokers/dealers must complete a questionnaire (see Exhibit 2) supplying basic firm and broker contact and delivery information,
 - Brokers/dealers may be affiliated with a Texas bank, designated by the New York Federal Reserve Bank as "primary dealers" or qualify as regional dealers under the Securities and Exchange Commission's "Uniform Net Capital Rule",
 - Brokers/dealers must be FINRA (Financial Institutions Regulatory Authority),
 - Brokers/dealers must be registered with the Texas Securities Commission, and;
 - Brokers/dealers must provide the written certification detailed below.

- D. Certification: Upon request, an Investment Officer shall present to any firm or person seeking to engage in an investment transaction with TSUS a written copy of this Policy. This includes business organizations, brokers/dealers, and banks. Mutual Funds (40-act funds), commingled vehicles, and registered Exchange Traded Funds are excluded from the certification process; the Investment Officer must obtain the fund prospectus for each Mutual Fund/ETF investment (or a Product Description for an ETF with no prospectus) and the investment documents for each commingled vehicle investment. The prospectus should be collected annually, the commingled investment documents are collected at the time the investment is made.

All Investment Officers must collect from the Qualified Representative of the business organization or the broker offering to engage in an investment transaction a signed certification (see Exhibit 1) to the effect that the business organization, registered principal, or broker has:

1. Received and reviewed this Policy.
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between TSUS and the organization that are not authorized by this Policy except to the extent that this authorization is dependent on an analysis of the makeup of the entire portfolio or requires an interpretation of subjective portfolio standards.
3. Agreed to provide to the component, System Administration, and the Investment Consultant retained by System Administration (if any) all monthly data and schedules necessary to accurately prepare the required reporting to System Administration with 6 business days of month end.

Investment Officers may not acquire or otherwise obtain any investment from a person, bank or firm that has not provided this certification.

Nothing in this section relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with this Policy.

XII. INVESTMENT REPORTING AND MONITORING

- A. The Investment Officer for each component shall provide System Administration, no later than 45 days after each fiscal quarter end, with a signed written investment performance report listing their Operating and Endowment funds investments and performance.

Market prices used in the report are to be obtained from an independent, published source such as the Wall Street Journal, a custodian bank, a recognized financial website (such as Bloomberg), and/or through a contractual arrangement with a pricing service. Asset prices are not to be obtained from the broker/dealer having sold TSUS the asset being priced.

The report is to be submitted to the Vice Chancellor for Finance or designee. The report must be provided in compliance with the requirements of Texas Education Code §51.0032 and the General Appropriations Act and describe in detail the investment position of the component, separated between Operating Investments and Endowment Investments, on the date of the report and:

1. Be signed by the Investment Officer or designee;
2. Provide at the Total Portfolio Level and the Managed Account level (Separate Account/Mutual Fund/ETF/Commingled vehicle) using trade date accounting with interest income accruals:
 - a) Beginning Market Value (defined as trade date with interest income accruals) for the reporting period;
 - b) Ending Market Value (defined as trade date with interest income accruals) for the reporting period;
 - c) Beginning Book Value for the reporting period;
 - d) Ending Book Value for the reporting period;
 - e) Total return calculated net of investment management fees where applicable of the reporting quarter and the fiscal year to date. Investment returns are to be calculated net of fees, using the performance reporting methodology found in the Global Investment Performance Standards Handbook published under the guidance of the CFA Institute:

<http://www.cfainstitute.org/ethics/codes/gipsstandards/Pages/index.aspx>

The Global Investment Performance Standards (GIPS Standards) is a set of standardized, industry-wide ethical principles that provides guidance on how to calculate and report investment results;

- f) Provide a rate of return comparison to the established benchmarks as established by this Policy of each asset class (indicate each benchmark that is used), and a weighted benchmark based on the asset allocation for the entire portfolio. The benchmark for the Total Portfolio benchmark should have a footnote detailing the weights used to calculate that benchmark.
- g) For Operating Long-Term Funds and Endowment Funds, provide a comparison of the actual component's allocation with the allocation allowances under this Policy. State the compliance of the investment portfolio of the component as it relates to the investment strategy expressed in this Policy.
- h) Be posted on the TSUS website in accordance with SAO's Annual Tracking Report for Investment Reporting by Higher Education Institutions
- i) Provide for each investment not held in a managed account (security purchased by the Investment Officer or designee, or not held in a Separately Managed Account/Mutual Fund/ETF/Commingled Vehicle), all the items enumerated in Section XII A 2. a-e above, categorized by asset class, the maturity date and current credit rating (by one of the top three rating agencies), if applicable.

B. A consolidated Investment Report, prepared by the Vice Chancellor for Finance or designee, shall be submitted to the Board. It shall contain the detail of the information provided by the Investment Officers for the Components, and be signed by the Vice Chancellor for Finance or designee.

XIII. BENCHMARKS

The performance of each portfolio(s) will be measured against a customized blended index, developed and reviewed at least annually by the Consultant, in consultation with any investment committee. Investment Officers will annually review their portfolio(s) custom benchmark(s) for appropriateness. All performance returns shall be stated net of investment management fees. Other applicable indexes matching the specific allocation of the funds (for example international mutual funds or equities) shall be detailed in the component's procedures and included on all monthly and quarterly reporting as a benchmark for these investments.

APPENDIX 1
INVESTMENT GUIDELINES FOR OPERATING SHORT-INTERMEDIATE TERM FUNDS

A. LIQUIDITY

The intention of the Operating Short-Intermediate Term Funds portfolio is to provide necessary Liquidity to operations. A minimum of **5%** of the Operating Short-Intermediate Term Funds portfolio must have Daily Liquidity; additionally a minimum of **20%** of the Operating Short-Intermediate Term Funds portfolio must be accessible within Trade Date plus 3 days. Components must meet these minimum requirements and are free to exceed them as they see prudent.

B. CREDIT QUALITY

Unless specified elsewhere, Credit Ratings recognized by this policy may only be issued by the agencies of Standard and Poor's, Fitch, and/or Moody's. For definition purposes, Non Rated securities will be considered as Below Investment Grade.

The Average Credit Quality of the entire Short-Intermediate Term Funds Portfolio is to be greater than or equal to **A-**, as defined by S&P (**A-** by Fitch, **A3** by Moody's).

The Minimum Credit Quality of any investment must be **Investment Grade** at the Time of Purchase.

C. WEIGHTED AVERAGE MATURITY

The Weighted Average Maturity of the entire Short-Intermediate Term Funds Portfolio is to be less than or equal to **36 Months** as calculated by the Custodian and/or the Investment Consultant. There is no maximum Maturity of any single security.

D. DIVERSIFICATION REQUIREMENTS

- i. For Mutual Funds, commingled vehicles, and registered Exchange-Traded Funds (ETFs): Portfolio holding cannot represent more than **10%** of the total assets of a single Fund, commingled vehicle, or ETF.

E. SOFT DOLLAR REPORTING

If Soft Dollars are used in the account, a quarterly report of Soft Dollar usage is required to be delivered to the Component Investment Officer.

F. PROHIBITED INVESTMENTS AND ACTIVITIES

Investments and activities that are not expressly prohibited in this Appendix are considered allowable by this Policy.

The following are prohibited transactions and securities for TSUS components. Any change in this list shall require amendment of this Policy and adoption by the Board.

- i. Portfolio(s) may not purchase or sell financial futures, options, interest rate swaps, or forward rate agreements.

- ii. Portfolio(s) may not engage in adjusted trading or short sales.
- iii. Portfolio(s) may not purchase residual interests in CMOs/REMICs or mortgages servicing rights. Specific securities that may not be purchased are:
 - 1. Inverse CMO floaters
 - 2. Principal only CMOs
 - 3. Interest only CMOs
- iv. Portfolio(s) may not purchase 144-A or other private placement securities not registered with the SEC unless such securities have CUSIPs, are daily priced, and are publicly traded over the counter or on a US exchange.
- v. Non-US Dollar denominated securities are prohibited in Operating Short-Intermediate Fund portfolios. Foreign securities issued and priced in US. Dollars are allowed.
- vi. The use of Margin or leverage in Operating Short-Intermediate portfolios is prohibited.
- vii. The purchase of Equities in Operating Short-Intermediate portfolios is prohibited.

**APPENDIX 2
INVESTMENT GUIDELINES FOR OPERATING LONG-TERM FUNDS**

Long-Term Funds are defined as up to **35%** of the market value of a components Total Operating Funds, exclusive of Bond Proceeds; the amount that a component may be allocate to Long-Term Funds is calculated annually based on the Ending Market Values as of August 31 of each year (fiscal year end). Long-Term Funds may be invested in Appreciation/Dividend and Income investments as outlined in this Appendix. . Components are **not required** to participate in these Long-Term Funds Investment options and may elect to have no Operating Long-Term Funds. Those components desiring to utilize Appreciation/Dividend investments in their Operating Long-Term portfolio must retain an Investment Consultant with oversight over the Operating Long-Term Assets, unless the component invests in an S&P 1500 and/or Russell 3000 Index Fund. No more than 20% of the allocated Operating Long Term funds may be invested in this strategy.

Operating Long-Term funds are intended to be invested in a similar manner to Endowment funds, with additional restrictions in place. Consequently, this Appendix will refer to the Investment Guidelines for Endowment Funds, Appendix 3.

A. DIVERSIFICATION

This Policy recognizes two main Categories which Investments may be allocated: the Appreciation/Dividend Category and the Income Category.

The Appreciation/Dividend Category is defined as those Investments that are made primarily for Growth and Appreciation of the asset, with secondary allowances for Dividends earned on Equity and Equity-like securities.

The Income Category is defined as those Investments that are primarily for Cash Flow and Income generation from Bond and Bond-like securities and other fixed-income and fixed-income like securities.

Below is the Category Allocation Range.

Category	Minimum %	-	Maximum%
Appreciation/Dividend			
Domestic	0	-	75
<u>International</u>	<u>0</u>	<u>-</u>	<u>30</u>
Total Appreciation/Dividend	0	-	50
Income			
Domestic	0	-	100
<u>International</u>	<u>0</u>	<u>-</u>	<u>30</u>
Total Income	50	-	100
TOTAL PORTFOLIO	100%		

B. INVESTMENTS, ACTIVITIES, PROHIBITIONS, AND EXCEPTIONS

Investments and activities that are not expressly prohibited in this Appendix are considered allowable by this Policy.

All terms specified in sections B, C, and D (D2 refers to both Operating Short-Intermediate and Long-term combined) of Appendix 3 **apply in this Appendix**, with the following additional limitations and prohibitions:

Prohibitions:

1. Alternative Investments, defined as investments that are not publically traded on the open markets, are illiquid, use leverage, or invest in: private placements, futures, options, short sales, are prohibited in Operating Long-Term portfolios
2. Non-US Dollar denominated bonds are prohibited
3. Portfolio(s) may not purchase 144-A or other private placement securities not registered with the SEC unless such securities have CUSIPs, are daily priced, and are publicly traded over the counter or on a US exchange.
4. The direct or indirect use of derivatives, short sales, futures, options, private placements (except as allowed in 3. above), and otherwise illiquid investments is prohibited.

Additional Limitations:

1. No more than **20%** of the **Income Portfolio** may be rated below Investment Grade.
2. No more than **10%** of the **Total Portfolio** may be invested in Emerging/Frontier Markets, a sub-set of International.

**APPENDIX 3
INVESTMENT GUIDELINES FOR ENDOWMENT FUNDS**

Policy asset allocation is the most single important decision for the Endowment Funds portfolio. A significant proportion of a portfolio investment behavior can be attributed to the asset classes/styles and the weighting of each asset class/style.

TSUS recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. This risk is controlled through portfolio diversification. Investment Officer(s) shall diversify the portfolio(s) by market sector and maturity to minimize market risks.

A. DIVERSIFICATION

Diversification shall be considered within major market sectors so that various industries, maturities, markets, domestic and international factors are considered within the portfolio.

Asset Allocation is to be determined by each component as a result of their Required Rate of Return for the portfolio as defined by:

$$\text{Required Rate of Return} = \text{Spending Rate} + \text{Inflation} + \text{Endowment Expense rate.}$$

This Policy recognizes two main categories in which funds may be invested: the Appreciation/Dividend Category and the Income Category.

The Appreciation/Dividend Category is defined as those investments that are made primarily for growth and appreciation of the asset, with secondary allowances for dividends earned on equity and equity-like securities, and other fixed-income and fixed-income like securities.

The Income Category is defined as those investments that are primarily for cash flow and income generation from bond and bond-like securities.

Alternative Investments, defined as investments that are not publically traded on the open markets, are illiquid, use leverage, or invest in: private placements, futures, options, short sales, can fall into either category.

Below is the Category Allocation Range.

Category	Minimum		Maximum
Appreciation/Dividend			
Domestic	40	-	75
International	0	-	30
Total Appreciation/Dividend	45	-	85
Income			
Domestic	0	-	55
International	0	-	30
Total Income	15	-	55
TOTAL PORTFOLIO	100%		

B. ALTERNATIVE INVESTMENTS REQUIREMENTS

Components who retain an Investment Consultant, as defined in this Policy, may invest with managers who utilize Alternative Investments:

1. Derivatives, short sales, futures, options, private placements, and otherwise prohibited investments (alternative investments) and instruments as outlined below, as long as the Endowment is a qualified investor for the product, the investment (as structured) does not expose the Endowment to risk of loss outside the actual invested amount, and the investments are supervised by an investment manager (no direct purchases).
2. Private Placements are allowed as long as the Endowment meets regulatory qualifications and no single issuer can represent more than 10% of the portfolio, with no single issue representing more than 5% of the portfolio
3. Where possible, fund of funds and pooled vehicles are the investment vehicles of choice for alternative investments as they can provide for more diversification and additional layers of oversight. These investments, in total cannot comprise more than 20 % of the Endowment Portfolio.

C. APPRECIATION/DIVIDEND AND INCOME INVESTMENTS

The following requirements are applied at the **Manager/Mutual Fund/ ETF/Commingled Vehicle Asset Class level**:

1. With the exception of Alternative Investments, a Minimum of **20% of** securities are to be held in a Portfolio/Fund/ETF/Commingled Vehicle.
2. If Soft Dollars are used in the account, a quarterly report of Soft Dollar usage is required to be delivered to the Component Investment Officer.
3. **APPRECIATION MANAGERS**
 - a) A Maximum of **40%** in any one **sector** UNLESS waived by the Component Investment Officer in writing.
 - b) A Maximum of **10%** ownership of shares outstanding of a single Stock.
4. **INCOME MANAGERS**
 - a) For International/Global Fixed Income managers, a Maximum of **40%** in any One Non-US Country.

D. The following requirements are applied at the **Total Portfolio level**:

1. A Maximum of **20%** of the Total Portfolio may be held in Emerging/Frontier Market securities (Regardless of asset type)
2. Excluding Pooled Vehicles, Mutual Funds, ETF's, or Managed Accounts which are Multi-Strategy and Multi-Manager products, no more than **40%** of the Portfolio may be invested in a **single** Mutual Fund or Manager
3. A Maximum of **25%** of the **Income Portfolio** may be invested below Investment Grade. For definition purposes, Non Rated securities will be considered as Below Investment Grade.

E. PROHIBITED INVESTMENTS AND ACTIVITIES

1. Investments and activities that are not expressly prohibited in this Appendix are considered allowable by this Policy.

The following are prohibited transactions and securities. Any change in this list shall require amendment of this Policy and adoption by the Board.

- a) Portfolio(s) may not directly purchase or sell financial futures, options, interest rate swaps, or forward rate agreements.
- b) Portfolio(s) may not engage directly in adjusted trading or short sales.
- c) Portfolio(s) may not purchase or hold residual interests in CMOs/REMICs or mortgages servicing rights. Specific securities that may not be purchased are:
 - i. Inverse CMO floaters
 - ii. Principal only CMOs
 - iii. Interest only CMOs
- d) Except as detailed in paragraph B. above, Portfolio(s) may not purchase 144A or other private placement securities not registered with the SEC unless such securities have CUSIPs, are daily priced, and are publicly traded over the counter or on a US exchange.

EXHIBIT 1
Texas State University System
Investment Manager and Broker/Dealer Certification

This certification is executed on behalf of _____ (the Investor) and _____ (the Investment Manager or Broker/Dealer) as required by the Texas State University System Investment Policy (Investment Policy) in connection with investment transactions conducted between the Investor and the Investment Manager or Broker/Dealer.

The undersigned Qualified Representative of the Investment Manager or Broker/Dealer hereby certifies that:

1. The Investment Manager or Broker/Dealer Qualified Representative is duly authorized to execute this Certification on behalf of the Investment Manager or Broker/Dealer, and
2. The Investment Manager or Broker/Dealer Qualified Representative has received and reviewed the Investment Policy furnished by the Investor, and
3. The Investment Manager or Broker/Dealer will act in accordance with the Investment Policy , and has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Investment Manager or Broker/Dealer and the Investor that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.
4. For Investment Managers only—a copy of the most recent ADV and ADV brochure has been provided to the Investor.

Investment Manager or Broker/Dealer **Qualified Representative**

Signature

Name (Printed)

Title

Date

EXHIBIT 2

Texas State University System

Broker/Dealer Questionnaire

Name of Texas State University System Component

Firm:

Date Established:

Main Office:

Representative:

Primary Dealer:

Qualified Historically Underutilized Business?

Seat on the NYSE?

Publicly Traded? Which Exchange?

Member NASD?

SIPC Insured?

Equity Position:

Annual Revenues:

Agency Selling Group Memberships:

Pertinent Rankings:

Representative Public Sector Clients:

Date of Investment Policy:

Date Certification Received by Component:

TSUS: Approval of Fiscal Year 2018 Audit Plan

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

The Fiscal Year 2018 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 annual 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 2018 Audit and Compliance Plan



Higher Learning. Higher Return.

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

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INTRODUCTION AND PURPOSE

The purpose of the Audit and Compliance Plan (“the Plan”) is to document audits and other activities the Office of Audits and Analysis intends to conduct during fiscal year 2018. The 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 Plan. Significant changes to the Plan require approval by the Chair of the Finance and Audit Committee. 29,306 hours have been budgeted for audit activities/projects (including travel and administrative time).

The Plan was developed through risk assessments deployed at the Components and System Administration. Component Audit Directors develop plans for their respective institutions; the System Audit Director develops a plan for System Administration (which includes system-wide initiatives). As required by auditing standards and state law, the risk assessments considered a myriad of risks, including, but not limited to, fraud, contract management, benefits proportionality, and information technology risks related to Title 1, Texas Administrative Code, Chapter 202, *Information Security Standards*. We also considered work performed by external auditors, such as the State Auditor’s Office in its annual Statewide Single Audit. Lastly, we considered institutional risk appetites in allocating finite resources to risk-based activities.

The collective risk assessments included, but were not limited to, the following activities:

- Soliciting input from the Board of Regents, the Chancellor, Vice-Chancellors, and Component Presidents and management;
- Consulting with oversight entities regarding “hot topic” concerns;
- Networking with other college and university internal auditors and compliance officers regarding emerging issues;
- Reviewing the Components’ and the System’s consolidated annual financial reports for the most current fiscal year to identify significant financial items;
- Assessing the impact of negative public scrutiny; and
- Utilizing professional judgment and knowledge gained from prior audits regarding the effectiveness of governance, internal control, and risk assessment processes.

The end result of the risk assessments is a list of projects that collectively form the 2018 Audit and Compliance Plan. Projects fall into the following categories:

- **Risk-Based Audits and Compliance Projects:** 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*, and/or auditing standards.
- **Other:** Activities that involve consulting/advisory services, management-requested reviews, investigations; identification/communication of new compliance requirements; liaising with external auditors; and other projects to address unanticipated risks.

Finite resources precluded the inclusion of all identified high-risk projects in the Plan. Such high-risk projects encompassed, but were not limited to, certain athletic activities, faculty workloads and overload pay, charter school contracts and activities, safety training, ADA compliance, certain automated controls/processes, health-care programs, recruiting activities, and compliance with various state and federal regulations.

System Administration
Fiscal Year 2018 Audit and Compliance Plan



Higher Learning. Higher Return.

Carole M. Fox, CPA
System Director

Charles H. Gregory, CISA, CGEIT
Associate Director

Kelly Wintemute, MBA, CCEP
Compliance Officer

SYSTEM ADMINISTRATION FISCAL YEAR 2018 AUDIT AND COMPLIANCE PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS AND COMPLIANCE REVIEWS	
Safety and Security Initiative	Conclusion of a multi-year activity designed to assist component management in identifying opportunities to enhance existing safety and security activities and processes. The final module for 2018 involves Pandemics.
Construction Audits	Joint venture with the Office of Contract Administration for third-party construction audits. (OUTSOURCED)
Payroll and Leave Reporting	Review of payroll and leave reporting processes.
Cybersecurity Audit Program	Develop audit program addressing TAC 202 and 85 th legislature cybersecurity requirements for deployment at all component institutions in Fiscal Year 2019.
Social Media	Perform risk assessment on the governance framework(s) surrounding the management and utilization of social media at all component institutions and the System Office.
Sexual Assault Prevention and Reporting	Review of components' compliance with sexual assault prevention and reporting requirements of SB 966, SB 968, and SB 969, 85 th Legislature.
Title IX Compliance	Continued review of components' compliance with specific Title IX requirements.
Clery Act	Review of components' compliance with specific provisions of the Clery Act.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review as to whether rules and policies required under SB 20, 84 th legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84 th legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31 st , 2018).
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
SACSOC Assistance	Provide assistance with audit-related requirements for components' re-accreditation activities.
Response to System Requests	Gather information/perform analyses requested by System Administration.

Component Audit Assistance	Supplement and assist component audit staff on component-based audits.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.
Compliance Program Development	Formalize compliance policies and procedures, develop and implement quarterly compliance meetings, webpage.
Compliance Newsletter	Distribute quarterly newsletter highlighting “hot topics” and resources in compliance-related areas.
Compliance Risk Universe	Update and expand (as needed) the compliance universe for future risk assessment and review purposes.

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Lamar Institute of Technology

Lamar State College-Orange

Lamar State College-Port Arthur

Lamar University

Fiscal Year 2018 Audit Plans

Ramona Stricklan, CIA, CFE
Component Director, Office of Audits and Analysis

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

LAMAR INSTITUTE OF TECHNOLOGY FISCAL YEAR 2018 AUDIT PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
Inventory Special Project	Conduct physical inventories of selected sites/departments as part of our continuous risk assessment and monitoring process.
Physical Security	Review general physical security of buildings.
Payment Card Industry Data Security Standard (PCI DSS)	Continued review of compliance with PCI DSS – the set of security standards regarding the accepting, processing, storing, or transmitting of credit card information.
IT - On-Going	On-going review of significant IT-related activities such as disaster recovery tests and new application implementation.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review as to whether rules and policies required under SB 20, 84th legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84th legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31st, 2018).
Follow-Up Procedures	Follow-up on management’s progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.

LAMAR STATE COLLEGE-ORANGE FISCAL YEAR 2018 AUDIT PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
Physical Security	Review general physical security of buildings.
Payment Card Industry Data Security Standard (PCI DSS)	Continuation of a review of compliance with PCI DSS – the set of security standards regarding the accepting, processing, storing, or transmitting of credit card information.
IT - On-Going	On-going review of significant IT-related activities such as disaster recovery tests and new application implementation.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review as to whether rules and policies required under SB 20, 84th legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84th legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31 st , 2018).
THECB Facilities Audit	Required audit per Texas Education Code 61.0583 to determine compliance with THECB project approval, application, and reporting processes.
Follow-Up Procedures	Follow-up on management’s progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.

LAMAR STATE COLLEGE-PORT ARTHUR FISCAL YEAR 2018 AUDIT PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
Physical Security	Review general physical security of buildings.
Payment Card Industry Data Security Standard (PCI DSS)	Continuation of a review of compliance with PCI DSS – the set of security standards regarding the accepting, processing, storing, or transmitting of credit card information.
IT – Patch Management	Review process for timely implementation of security patches to information resources.
IT - On-Going	On-going review of significant IT-related activities such as disaster recovery tests and new application implementation.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review as to whether rules and policies required under SB 20, 84th legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84th legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31 st , 2018).
THECB Facilities Audit	Required audit per Texas Education Code 61.0583 to determine compliance with THECB project approval, application, and reporting processes.
Follow-Up Procedures	Follow-up on management’s progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.

LAMAR UNIVERSITY FISCAL YEAR 2018 AUDIT PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
Chartwells Contract Review	Determine if parties are in compliance with terms of the contract and review payments and financial terms.
Faculty Performance Evaluations	Evaluate the adequacy of the management framework in place to oversee the faculty performance evaluation process.
Grants Management	Evaluate the adequacy of controls in the grants management process.
Physical Security	Review general physical security of buildings.
Payment Card Industry Data Security Standard (PCI DSS)	Continuation of a review of compliance with PCI DSS – the set of security standards regarding the accepting, processing, storing, or transmitting of credit card information.
IT – New Data Center	Evaluate the general data center controls.
IT – Network Management	Evaluate network management practices.
IT – Server Management	Evaluate server management practices.
IT - On-Going	On-going review of significant IT-related activities such as disaster recovery tests and new application implementation.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review as to whether rules and policies required under SB 20, 84th legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84th legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31 st , 2018).
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, 2017, as required by the Corporation of Public Broadcasting. (OUTSOURCED)
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, 2017, as required by the NCAA. (OUTSOURCED)
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.

OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.

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Sam Houston State University

Fiscal Year 2018 Audit Plan

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

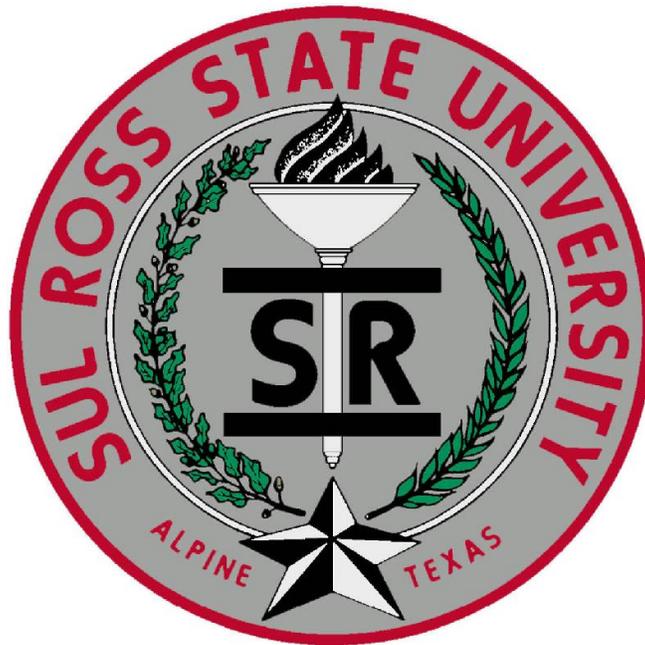
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SAM HOUSTON STATE UNIVERSITY FISCAL YEAR 2018 AUDIT PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
SHSU Online & Correspondence Course Review	Assess the online and correspondence course offerings and related academic advisement procedures.
Other Revenue Sources in Agriculture & Engineering Technology	Assess the sources of other revenue and determine whether processes and controls are in place to help ensure proper accounting for other revenue within the Department of Agriculture & Engineering Technology.
Financial Reporting Processes & Controls – IT Integrated	Determine whether processes and controls are in place to help ensure the accuracy and completeness of financial reporting, and that information systems supporting financial reporting are secure and contain accurate and complete data.
IT – Change Management Processes	Evaluate policies and procedures used to make changes to applications, reports, interfaces, databases, and operating systems; evaluate the controls in place to ensure all changes are authorized, tested, and approved.
IT – Banner Data Classification and Segregation of Duties	Evaluate the processes used to classify critical and sensitive data; assess whether adequate segregation of duties exists.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review to determine if rules and policies required under SB 20, 84 th Legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84 th Legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31 st , 2018).
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, 2017, as required by the NCAA. (PARTIALLY OUTSOURCED)
Follow-Up Procedures	Follow-up on management’s progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.

Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.
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**Sul Ross State University
and Rio Grande College**

Fiscal Year 2018 Audit Plan

**Scott A. Cupp, CIA
Component Director, Office of Audits and Analysis**

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

**SUL ROSS STATE UNIVERSITY AND RIO GRANDE COLLEGE
FISCAL YEAR 2018 AUDIT PLAN**

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
Enrollment Management	Review the organization-wide enrollment management processes and related controls over risks associated with recruitment, admissions, enrollment, advising, and retention.
Purchasing	Evaluate controls and procedures over the purchasing/receiving function.
Grants Management	Evaluate the adequacy of controls in the grants management process.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 - Annual Review	Annual review to determine if rules and policies required under SB 20, 84 th Legislature.
SB 20 - Contract Administration	Risk-based testing of contract administration required under SB 20, 84 th Legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31 st , 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31 st , 2018).
Follow-Up Procedures	Follow-up on management's progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Annual Internal Audit Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.



Texas State University
Fiscal Year 2018 Audit Plan

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

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

TEXAS STATE UNIVERSITY FISCAL YEAR 2018 AUDIT PLAN

AUDIT	DESCRIPTION
RISK-BASED AUDITS	
Travel Expenditures	Assess compliance with in-state, out-of-state, and international travel policies and regulations.
Compliance with Research Agreements	Evaluate compliance with requirements stipulated in selected research agreements.
Leave Reporting	Assess compliance with leave reporting requirements.
SaaS Applications	Review of general procedures and controls over vendors hosting SaaS (on-demand) applications.
EHSRM Key Positions	Review of key positions that relate to safety in various educational and operational areas at the University.
Compliance with NCAA Bylaws	Review to assess compliance with selected requirements in NCAA Bylaws.
Monitoring of Electronic Access to Physical Structures	Review to assess the adequacy and appropriateness of procedures to monitor electronic access to University buildings/rooms.
REQUIRED AUDITS AND ACTIVITIES	
SB 20 – Annual Review	Annual review as to whether rules and policies required under SB 20, 84 th legislature, have been adopted.
SB 20 – Contract Administration	Risk-based testing of contract administration required under SB 20, 84 th legislature.
Investments	Biennial review of compliance with the requirements of the Texas Public Funds Investment Act. (Report due December 31st, 2017)
Benefits Proportionality	Audit of benefits proportionality for fiscal year 2015, 2016, 2017 as required by the General Appropriations Act (Report due August 31st, 2018).
Follow-Up Procedures	Follow-up on management’s progress in implementing outstanding audit recommendations as required by auditing standards.
Annual Risk Assessment and Audit Plan	Conduct risk assessment activities and prepare the 2019 Audit Plan as required by auditing standards.
Internal Audit Annual Report	Prepare/submit prescriptive report outlining specific audit activities for the preceding fiscal year as required by Government Code 2102.
Continuing Education	Required by Government Code 2102 and auditing standards.
OTHER	
Special Projects	Perform management requested reviews; audits/reviews predicated by unanticipated risks, oversight-entity mandates, and EthicsPoint / SAO Special Investigations Unit referrals; and other activities.
Response to System Requests	Gather information requested by System Administration.
Audit Liaison Activities	Coordinate activities with external audit entities conducting audits within the Texas State University System.

TSUS: INFORMATIONAL: Statement of Changes in Fund Balances

The following Statement of Changes in Fund Balances reports provide an overview of financial activity relating to the Fund Balances of the Texas State University System components.

TEXAS STATE UNIVERSITY SYSTEM
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2016	ORIGINAL	SUPPLEMENTAL	BALANCE 5/31/2017		ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
TOTAL E&G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DESIGNATED								
Other Income	3,487,574.42			5,641,196.59		5,641,196.59		
TOTAL DESIGNATED	3,487,574.42	0.00	0.00	5,641,196.59	0.00	5,641,196.59	0.00	0.00
AUXILIARY								
TOTAL AUXILIARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDOWMENT AND SIMILAR FUNDS								
TOTAL ENDOWMENT AND SIMILAR FUNDS	7,406,433.79			7,406,433.79				7,406,433.79
PLANT FUNDS								
Invested in Capital Assets, Net of Debt	(850,358,913.49)			(1,213,949,481.39)				(1,213,949,481.39)
Capital Projects	(16,372,553.33)			(2,925,503.18)				(2,925,503.18)
TOTAL PLANT FUNDS	(866,731,466.82)	0.00	0.00	(1,216,874,984.57)	0.00	0.00	0.00	(1,216,874,984.57)
TOTAL ALL FUNDS	(855,837,458.61)	0.00	0.00	(1,203,827,354.19)	0.00	5,641,196.59	0.00	(1,209,468,550.78)

LAMAR UNIVERSITY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE BALANCE	BUDGETED		AVAILABLE BALANCE	RESERVED	UNRESERVED		RESTRICTED
	9/1/2016	ORIGINAL	SUPPLEMENTAL	5/31/2017		ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Dedicated GR Funds	85,621.98			85,621.98		85,621.98		
Other	(1,288,508.81)			(1,288,508.81)				
HEF	1,199,279.59			1,199,279.59			1,199,279.59	
TOTAL E&G	(3,607.24)	0.00	0.00	(3,607.24)	0.00	85,621.98	1,199,279.59	0.00
DESIGNATED								
Designated Tuition	16,739,862.15			16,739,862.15	1,837,011.00			14,902,851.15
Information Technology	5,701,923.75			5,701,923.75	2,550,000.00			3,151,923.75
Library Fees	1,494,102.10			1,494,102.10		1,494,102.10		
All Other Fees	2,003,099.41			2,003,099.41		2,003,099.41		
Distance Education	2,986,754.45			2,986,754.45			2,986,754.45	
Sales and Services	1,614,478.34			1,614,478.34		1,614,478.34		
Institutional Scholarships	4,678,834.43			4,678,834.43				4,678,834.43
Other Income	8,398,848.25			8,398,848.25		8,398,848.25		
TOTAL DESIGNATED	43,617,902.88	0.00	0.00	43,617,902.88	4,387,011.00	13,510,528.10	21,041,529.35	4,678,834.43
AUXILIARY								
Student Service Fees	(2,093,825.38)			(2,093,825.38)				
Medical Service Fees	792,419.79			792,419.79		792,419.79		
Student Center Fees	3,578,285.30			3,578,285.30		3,578,285.30		
Bookstore	594,264.20			594,264.20			594,264.20	
Parking	1,371,327.39			1,371,327.39		1,371,327.39		
Food Service	1,416,492.62			1,416,492.62			1,416,492.62	
Student Housing	9,309,020.39			9,309,020.39	9,309,020.39			
Montagne Center	(3,679,748.56)			(3,679,748.56)				
Athletic Fee	(13,324,638.19)			(13,324,638.19)				
Auxiliary Donation	2,435,078.30			2,435,078.30	2,435,078.30			
Other	4,301,150.38			4,301,150.38		4,301,150.38		
TOTAL AUXILIARY	4,699,826.24	0.00	0.00	4,699,826.24	11,744,098.69	10,043,182.86	2,010,756.82	0.00
RESTRICTED CURRENT FUNDS								
	8,032,239.13			8,032,239.13				8,032,239.13
LOAN FUNDS								
	1,673,683.78			1,673,683.78				1,673,683.78
ENDOWMENT AND SIMILAR FUNDS								
	21,827,986.95			21,827,986.95				21,827,986.95
PLANT FUNDS-Unexpended								
Setzer Center Renovation	0.00		(25,000,000.00)	25,000,000.00		25,000,000.00		
Science Technology Building			(60,000,000.00)	60,000,000.00		60,000,000.00		
Administration Building	6,181,576.77			6,181,576.77		6,181,576.77		
General Construction	1,046,926.52			1,046,926.52		1,046,926.52		
Series 2013 Energy Bond	2,096,003.33			2,096,003.33		2,096,003.33		
HEF - Construction	111.86			111.86		111.86		
TOTAL PLANT FUNDS	9,324,618.48	0.00	(85,000,000.00)	94,324,618.48	0.00	94,324,618.48	0.00	0.00
TOTAL ALL FUNDS	89,172,650.22	0.00	(85,000,000.00)	174,172,650.22	16,131,109.69	117,963,951.42	24,251,565.76	36,212,744.29

SAM HOUSTON STATE UNIVERSITY
STATEMENT OF CHANGES IN BUDGETED FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 - May 31, 2017

DESCRIPTION	AVAILABLE BALANCE 9/1/2016	BUDGETED		AVAILABLE BALANCE 5/31/2017	CURRENT FUNDS			NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL		RESERVED	UNRESERVED		
					ALLOCATED	UNALLOCATED		
EDUCATIONAL & GENERAL								
Fund 259	\$ 3,891,846	\$ -	\$ 52,560	\$ 3,839,286	\$ 229	\$ 3,839,057	\$ -	\$ -
LEMIT	1,961,464	-	175,000	1,786,464	-	1,786,464	-	-
CMIT	379,105	-	25,000	354,105	-	354,105	-	-
HEF	4,984,532	-	-	4,984,532	-	4,984,532	-	-
TOTAL E&G	\$ 11,216,947	\$ -	\$ 252,560	\$ 10,964,387	\$ 229	\$ 10,964,158	\$ -	\$ -
DESIGNATED								
Designated Tuition	\$ 11,884,743	\$ -	\$ 255,152	\$ 11,629,591	\$ 876	\$ 11,628,715	\$ -	\$ -
Course Fees	9,050	-	-	9,050	-	9,050	-	-
Computer Use Fees	1,956,194	-	-	1,956,194	-	1,956,194	-	-
Advisement Fees	350,691	-	272,298	78,393	939	77,454	-	-
Library Fees	317,846	-	-	317,846	-	317,846	-	-
Recreation Fees	607,525	-	-	607,525	-	607,525	-	-
All Other Fees	3,898,833	-	1,108,869	2,789,964	-	2,789,964	-	-
Indirect Cost Recovery	2,569,291	-	41,960	2,527,331	-	2,527,331	-	-
Continuing Education	-	-	-	-	-	-	-	-
Sales and Services	6,288,665	-	1,789,228	4,499,437	-	4,499,437	-	-
Investment Income	-	-	-	-	-	-	-	-
Other Income	2,764,633	-	442,863	2,321,770	-	2,321,770	-	-
TOTAL DESIGNATED	\$ 30,647,471	\$ -	\$ 3,910,371	\$ 26,737,100	\$ 1,815	\$ 26,735,285	\$ -	\$ -
AUXILIARY								
Student Service Fees	\$ 1,266,420	\$ -	\$ 149,991	\$ 1,116,429	\$ -	\$ 1,116,429	\$ -	\$ -
Medical Service Fees	1,752,541	-	115,520	1,637,021	-	1,637,021	-	-
Student Center Fees	662,753	-	-	662,753	-	662,753	-	-
Athletics Student Service Fees	1,615,374	-	1,133,525	481,849	-	481,849	-	-
Recreational Sports Fees	-	-	-	-	-	-	-	-
Other Student Fees	-	-	-	-	-	-	-	-
Food Service	(4,913,683)	-	29,500	(4,943,183)	-	-	-	-
Housing	6,614,307	-	1,203,674	5,410,633	-	5,410,633	-	-
Other Sales and Services	3,440,781	-	445,257	2,995,524	768	2,994,756	-	-
Investment Income	899,505	-	722,296	177,209	-	177,209	-	-
TOTAL AUXILIARY	\$ 11,337,998	\$ -	\$ 3,799,763	\$ 7,538,235	\$ 768	\$ 12,480,650	\$ -	\$ -
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	\$ 15,184,945	\$ -	\$ -	\$ 15,184,945	\$ -	\$ -	\$ -	\$ 15,184,945
PLANT FUNDS								
HEF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuition Revenue Bonds	-	-	-	-	-	-	-	-
Current Building Projects	49,653,425	-	-	49,653,425	-	-	-	49,653,425
Projected Building Projects	-	-	-	-	-	-	-	-
TOTAL PLANT FUNDS	\$ 49,653,425	\$ -	\$ -	\$ 49,653,425	\$ -	\$ -	\$ -	\$ 49,653,425
TOTAL ALL FUNDS	\$ 118,040,786	\$ -	\$ 7,962,695	\$ 110,078,091	\$ 2,812	\$ 50,180,092	\$ -	\$ 64,838,370

SUL ROSS STATE UNIVERSITY-COMBINED
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	RESTRICTED	UNRESERVED	
	BALANCE 9/1/2016	ORIGINAL	SUPPLEMENTAL	BALANCE 05/31/2017			ALLOCATED	UNALLOCATED
EDUCATIONAL & GENERAL								
Fund 262	1,122,207.94		-	1,122,207.94	1,122,207.94			
HEAF	1,665,797.23			1,665,797.23	1,665,797.23			
TOTAL E&G	2,788,005.17	-	-	2,788,005.17	2,788,005.17	-	-	-
DESIGNATED								
Designated Tuition	805,628.24	352,317.00	-	453,311.24		453,311.24		
Course Fees	1,381.16	-		1,381.16		1,381.16		
Computer Use Fees	196,433.14	-		196,433.14		196,433.14		
Advisement Fees				-	-	-		
Library Fees	76,706.21			76,706.21		76,706.21		
Recreation Fees				-	-	-		
All other Fees	2,322,481.13	-		2,322,481.13		2,322,481.13		
Indirect cost recovery	495,001.43			495,001.43		495,001.43		
Continuing Education	28,771.86			28,771.86		28,771.86		
Sales and Services				-		-		
Investment Income				-		-		
Other Income	4,166,166.51			4,166,166.51		4,166,166.51		
TOTAL DESIGNATED	8,092,569.68	352,317.00	-	7,740,252.68	-	7,740,252.68	-	-
AUXILIARY								
Student Service Fees	825,641.31	164,490.00	-	661,151.31		661,151.31		
Medical Service Fees	131,290.92	(8,155.00)		139,445.92		139,445.92		
Student Center Fees	(84,685.39)			(84,685.39)		(84,685.39)		
Recreational Sports Fee	101,016.65	23,666.00	-	77,350.65		77,350.65		
Athletic Fee	761.60			761.60		761.60		
Other Student Fees	(66,376.72)			(66,376.72)		(66,376.72)		
Food Service				-		-		
Housing	1,647,503.89	(335,318.00)	-	1,982,821.89		1,982,821.89		
Other Sales and Services				-		-		
Investment Income				-		-		
TOTAL AUXILIARY	2,555,152.26	(155,317.00)	-	2,710,469.26	-	2,710,469.26	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	-			-		-		
PLANT FUNDS								
HEAF	190,609.61			190,609.61				190,609.61
Current Building Projects				-		-		
Reserve for Debt Service	406,391.62			406,391.62				406,391.62
Projected Building Projects	2,775,586.72			2,775,586.72				2,775,586.72
TOTAL PLANT FUNDS	3,372,587.95	-	-	3,372,587.95	-	-	-	3,372,587.95
TOTAL ALL FUNDS	16,808,315.06	197,000.00	-	16,611,315.06	2,788,005.17	10,450,721.94	-	3,372,587.95

TEXAS STATE UNIVERSITY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE BALANCE 9/1/2016	BUDGETED		AVAILABLE BALANCE 5/31/2017	CURRENT FUNDS			NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL		RESERVED	UNRESERVED		
					ALLOCATED	UNALLOCATED		
EDUCATIONAL & GENERAL								
Fund 260	1,094,634		1,094,634	-	-	-	-	-
TOTAL E&G	1,094,634	-	1,094,634	-	-	-	-	-
DESIGNATED								
Designated Tuition	55,155,469		22,771,403	32,588,606	3,277,064	29,311,542		
Computer Use Fees	4,461,396		2,612,095	1,849,301	156,944	1,692,357		
Advisement Fees	1,612,749		1,540,000	72,749	64,226	8,523		
Library Fees	5,804,281		430,000	5,374,281	179,848	5,194,433		
All Other Fees	6,495,089		2,459,493	4,075,596	31,231	4,044,365		
Indirect Cost Recovery	6,302,261		4,573,752	1,728,509	461,208	1,267,301		
Sales and Services	16,875,403		1,225,296	15,872,067	2,083,423	13,788,644		
Service Departments	4,957,699		-	4,957,699	2,360,851	2,596,848		
TOTAL DESIGNATED	101,664,346	-	35,145,539	66,518,808	8,614,794	57,904,013	-	-
AUXILIARY								
Student Service Fees	4,499,805		2,349,621	2,150,642	71,824	2,078,818		
Medical Service Fees	2,230,044		-	2,230,044	19,074	2,210,970		
Student Center Fees	6,411,404		1,495,943	5,032,391	102,233	4,930,158		
Recreational Sports Fees	3,550,857		333,500	3,282,357	175,007	3,107,350		
Other Student Fees	3,771,718		-	3,771,718	191,867	3,579,852		
Food Service	1,753,032		696,206	1,753,032	52,152	1,700,881		
Housing	19,627,189		1,995,032	18,612,157	185,675	18,426,482		
Other Sales and Services	31,717,460		3,869,006	27,873,593	5,660,003	22,213,590		
TOTAL AUXILIARY	73,561,512	-	8,855,576	64,705,936	6,457,834	58,248,101	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	15,938,010			15,938,010				15,938,010
PLANT FUNDS								
HEF	19,173,730	19,173,730		-				-
Tuition Revenue Bonds	-		-	-				-
System Revenue Bonds	19,422,133		19,422,133	-				-
Projected Building Projects	42,950,381		42,950,381	-				-
TOTAL PLANT FUNDS	81,546,244	19,173,730	62,372,514	-	-	-	-	-
TOTAL ALL FUNDS	273,804,745	19,173,730	107,468,262	147,162,753	15,072,629	116,152,114	-	15,938,010

LAMAR INSTITUTE OF TECHNOLOGY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/16			05/31/17				
EDUCATIONAL & GENERAL								
Fund 287	\$974,146			\$974,146	\$154,029	\$820,117		
HEF	9,839,935	0	0	9,839,935	5,314,935	4,525,000		
TOTAL E&G	10,814,081	0	0	10,814,081	5,468,964	5,345,117	0	0
DESIGNATED								
Designated Tuition	1,448,648	0	0	1,448,648	36,296	1,412,352		
Course Fees	0	0	0	0	0	0		
Computer Use Fees	0	0	0	0	0	0		
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	0	0	0	0	0	0		
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		
TOTAL DESIGNATED	1,448,648	0	0	1,448,648	36,296	1,412,352	0	0
AUXILIARY								
Student Service Fees	2,930,636	0	0	2,930,636	3,401	2,927,235		
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	417,111	0	0	417,111	14,119	402,992		
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		
TOTAL AUXILIARY	3,347,747	0	0	3,347,747	17,520	3,330,227	0	0
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	0	0	0	0	0	0	0	0
PLANT FUNDS								
HEF	0	0	0	0	0	0		
Tuition Revenue Bond	0	0	0	0	0	0		0
Other	0			0	0	0		
TOTAL PLANT FUNDS	0	0	0	0	0	0	0	0
TOTAL ALL FUNDS	\$15,610,476	\$0	\$0	\$15,610,476	\$5,522,780	\$10,087,696	\$0	\$0

LAMAR STATE COLLEGE - ORANGE
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	9/1/2016			5/31/2017				
EDUCATIONAL & GENERAL								
Fund 285	\$ 608,382			\$ 608,382	\$ 608,382	\$ -		
HEF	3,073,898			3,073,898	3,073,898			
HB2 Section 18 Funds	458,404			458,404	458,404			
TOTAL E&G	4,140,684	-	-	4,140,684	4,140,684	-	-	-
DESIGNATED								
Designated Tuition	8,065,683			8,065,683		8,065,683		
Computer Use Fees	2,147,138	19,889		2,127,249		2,127,249		
Advisement Fees				-		-		
Library Fees	325,667	35,396		290,271		290,271		
Recreation Fees				-		-		
All Other Fees	337,974		1,500	336,474		336,474		
Indirect Cost Recovery	1,848,603			1,848,603		1,848,603		
Continuing Education/ACE	372,327			372,327		372,327		
Other Income	534,587			534,587		534,587		
TOTAL DESIGNATED	13,631,979	55,285	1,500	13,575,194	-	13,575,194	-	-
AUXILIARY								
Student Service Fees	2,692,186			2,692,186		2,692,186		
Medical Service Fees				-		-		
Student Center Fees	439,154			439,154		439,154		
Recreational Sports Fees				-		-		
Other Student Fees	306,387			306,387		306,387		
Food Service	959			959		959		
Housing				-		-		
Other Sales and Services	288,829			288,829		288,829		
Investment Income				-		-		
TOTAL AUXILIARY	3,727,515	-	-	3,727,515	-	3,727,515	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments				-		-		
PLANT FUNDS								
HEF				-		-		
Current Building Projects				-		-		
Projected Building Projects				-		-		
TOTAL PLANT FUNDS	-	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 21,500,178	\$ 55,285	\$ 1,500	\$ 21,443,393	\$ 4,140,684	\$ 17,302,709	\$ -	\$ -

LAMAR STATE COLLEGE PORT ARTHUR
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH MAY 31, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/16			05/31/17				
EDUCATIONAL & GENERAL								
Fund 286	\$837,416			\$837,416	\$837,416			
HEF	1,225,454			1,225,454	1,225,454			
TOTAL E&G	2,062,870	0	0	2,062,870	2,062,870	0	0	0
DESIGNATED								
Designated Tuition	606,652			606,652		606,652		
Institutional Scholarships	421,463			421,463		421,463		
Computer Use Fees	408,229			408,229		408,229		
IT Contingency	140,560			140,560		140,560		
Student Library Fee	235,654							
All Other Fees	16,258			16,258		16,258		
Other Income				0		0		
TOTAL DESIGNATED	1,828,816	0	0	1,593,162	0	1,593,162	0	0
AUXILIARY								
Student Service Fees	120,270			120,270		120,270		
Parking Fee	200,093			200,093		200,093		
Student Center	26,807			26,807		26,807		
Student ID	71,493							
TOTAL AUXILIARY	418,663	0	0	347,170	0	347,170	0	0
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	1,200,302			1,200,302		0		1,200,302
PLANT FUNDS								
HEF	4,000,000		4,000,000	0				
Tuition Revenue Bonds				0				
Other				0				
TOTAL PLANT FUNDS	4,000,000	0	4,000,000	0	0	0	0	0
TOTAL ALL FUNDS	\$9,510,650	\$0	\$4,000,000	\$5,203,503	\$2,062,870	\$1,940,332	\$0	\$1,200,302

TSUS: INFORMATIONAL: Status of Implementation of Audit Recommendations

The *International Standards for the Professional Practice of Internal Auditing and Government Auditing Standards* require the chief audit executive to establish and maintain a system to monitor and report on the disposition of audit results (recommendations). Texas Government Code 2102.015 requires a detailed summary of audit results and action plans to be posted and periodically updated on the internet. The following report provides information to the Board relating to management's action plans for implementing audit recommendations and satisfies requirements imposed by the auditing standards and the Texas Government Code.

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
LAMAR INSTITUTE OF TECHNOLOGY			
Technology Services Department, July 2015	<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 six (6) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> ➢ Five (5) recommendations: Implemented ➢ One (1) recommendation: In Progress 		
LAMAR STATE COLLEGE-ORANGE			
No Recommendations Outstanding			
LAMAR STATE COLLEGE-PORT ARTHUR			
No Recommendations Outstanding			
LAMAR UNIVERSITY			
IT Physical Environment, October 2012	<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 eight (8) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> ➢ Seven (7) recommendations: Implemented ➢ One (1) recommendation: In Progress 		
Center for Executive Leadership Audit, April 2014	<p>The University should:</p> <ol style="list-style-type: none"> 1. (This recommendation was implemented during a previous quarter) 	<p>Management within the Mary and John Gray Library has assumed responsibility for records retention, effective October 31, 2014, and the Director of Library Services assumed the role of Records Management Officer. Effective November 2014, the University Archivist assumed the role of Records Retention Coordinator.</p>	

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>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.</p> <p>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.</p>	<p>2. Assumption of these responsibilities required a long planning period during which timelines were established for policy, procedure, and retention schedule development. The Records Retention Coordinator submitted a 101-page draft of a campus records retention schedule to the Texas State Library and Archives Commission (TSLAC) on September 28, 2015. Suggested changes and additions were received from TSLAC. Draft revisions were made to the document (now 134 pages) and returned to TSLAC for review. (TSLAC experienced a significant backlog). New personnel at TSLAC suggested further minor changes. Retention schedule is completed and available on TSLAC and Gray Library websites.</p> <p>Person Responsible: David Carroll, Director of Library Services. Timetable for Completion: September 1, 2017</p> <p>3. Assumption of these responsibilities required a long planning period during which timelines were established for policy, procedure, and retention schedule development. The Records Retention Coordinator created a Records Disposition Log for the Lamar campus in late July 2015, which listed records series titles, retention periods, dates of records, disposition, dates of disposition, and signatures authorizing disposition. To date, the Records Retention Coordinator has authorized destruction of records from Purchasing, Procurement, and Finance.</p> <p>A records retention policy has been created which has been modeled after other universities. This records retention policy has gone through the proper reviews and was presented to University Executive Leadership for approval. In addition, a meeting was scheduled with the Center for Executive Leadership personnel to discuss their unique records and appropriate lengths of time for retention of their records. The University Archivist met with office staff at the Center for Executive Leadership over a two-day period in July 2016. The records management policy is completed and available on the Gray Library website.</p>	<p>Implemented</p> <p>Implemented</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>4. Ensure that the Center for Executive Leadership purge all documents not in compliance with the certified RRS recommended above.</p>	<p>Person Responsible: David Carroll, Director of Library Services. Timetable for Completion: September 1, 2017</p> <p>4. The Center has purge all documents not in compliance with the University Records Retention Schedule.</p> <p>Person Responsible: Dr. Bill Holmes, Interim Chair Timetable for Completion: May 17, 2017</p>	<p>Implemented</p>
<p>Recreational Sports, August 2015</p>	<p>LU should account for Recreational Sports student fees in a manner that demonstrates these funds are spent in accordance with applicable statutory requirements.</p>	<p>Management has established separate accounting between Recreational Sports fee and Recreational Sports student fee allocation.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: June 29, 2017</p>	<p>Implemented</p>
<p>Texas Higher Education Coordinating Board Facilities Audit, April 2016</p>	<p>The University should implement procedures and controls to ensure each project application is completed per THECB requirements.</p>	<p>The University has developed procedures and controls to ensure each project application is completed per THECB requirements. A draft of the Setzer Center Renovation project application is complete but is not required because the building does not contain E&G space, however, at the request of THECB to collect data, the application is still scheduled for completion by the deadline below. The project application for the Science & Technology has also begun and will be completed prior to the timetable deadline below.</p> <p>Person Responsible: Katherine Miller, AVP for Facilities Planning and Design Timetable for Completion: Reaud Building project submission is completed. Draft departmental policy and procedure is complete. Two remaining applications will be completed by April 30, 2017.</p>	<p>Implemented</p>
	<p>The University should implement controls to maintain the accuracy of the data submitted to the THECB for capital development projects listed in the THECB <i>Capital Expenditures Report</i>.</p>	<p>Draft departmental policy and procedure is complete. Policy will be reviewed with VP of Finance & Operations for final implementation by April 30, 2017.</p> <p>Person Responsible: Katherine Miller, AVP for Facilities Planning and Design Timetable for Completion: Anticipated completion date is April 30, 2017.</p>	<p>Implemented</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>The University should implement procedures and controls to ensure the <i>Project Status and Tracking Report</i> is completed per the requirements in the THECB rules.</p>	<p>Draft departmental policy and procedure is complete. Policy will be reviewed with VP of Finance & Operations for final implementation by April 30, 2017. The University submitted the fall 2016 Project Status and Tracking report to THECB by the required deadline.</p> <p>Person Responsible: Katherine Miller, AVP for Facilities Planning and Design Timetable for Completion: Anticipated completion date is April 30, 2017.</p>	<p>Implemented</p>
<p>Scholarship Management, September 2016</p>	<p>Documented procedures detailing the scholarship management process should be developed and utilized for all scholarships awards. The following specific factors should be considered:</p> <ul style="list-style-type: none"> • Establish minimum requirements for selecting award recipients when endowment agreements or other guidelines (such as NCAA requirements) are not available. • Where appropriate, consider establishing a rubric to weight the qualifications of all eligible students and/or consider additional criteria that may impact college readiness for scholarship awards (e.g., employment, leadership positions, clubs and organizations, community involvement, attendance, high school GPA) • Designate committees to select recipients for all scholarship awards (i.e., a single individual should not have the authority to make autonomous award decisions). The selection committees should document the committee meetings and specifics of the evaluation/awarding processes (e.g., why one student was selected for a scholarship over another). • Remove identifying data (e.g., name, school, city, etc.) prior to submitting applications to the scholarship committee(s). • Notify all students of the open application period in a consistent manner (e.g., email). • Utilize <i>myScholarships</i> or a similar scholarship management program for all endowed scholarships. 	<p>While awaiting the finalization of a Scholarship Policy and Procedure manual, the Office of Financial Aid and Scholarships has taken the following actions:</p> <ul style="list-style-type: none"> • A Senior Specialist was hired in May 2016 to oversee the <i>myScholarships</i> system process and train the Colleges and Departments on its use. The <i>myScholarships</i> system has allowed the office to streamline the scholarship awarding process across the University. During Summer 2016, multiple trainings were held with Account Managers across campus. New scholarship timelines and consistent procedures for awarding were established for both incoming and current student awards. • As of Fall 2016, every endowed scholarship, as well as most annually funded scholarships, were set up in <i>myScholarships</i> with the corresponding agreement requirements. As new endowments are approved and signed, the Office of Scholarships and Financial Aid will work directly with the Office of Advancement to include the new awards in the <i>myScholarships</i> system with corresponding agreement requirements. • Beginning with award year 2017-2018, <i>myScholarships</i> will use imported student information from Banner to automatically review all current and future students for all awards and auto-match them based on the specified criteria. A supplemental application is setup in the 	<p>In Progress</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p><i>myScholarships</i> system to prompt students to complete for more specific ‘apply to’ awards.</p> <p>The Office of Financial Aid and Scholarships drafted a Scholarship Policy and Procedure Manual that will be applicable to all account managers and college committees. Requirements included in the policy follow:</p> <ul style="list-style-type: none"> • When an endowment agreement does not include specified requirements and/or preferences, the Office of Scholarships and Financial Aid will use the criteria for the University Excellence awards, which is a minimum 1150/23 on the SAT/ACT and top 25% of the graduating class. These standards have shown to aid in retention and 4-year graduation rates. For current students, the minimum criteria will be at least sophomore status and a cumulative GPA of 3.0. • College and departmental scholarship committees will be set by the central scholarship coordinator for each of the five colleges. The committees will consist of account managers and/or other selected staff as chosen by the College. The committees will meet after each scholarship awarding cycle to review and approve the selections within their respective college. The committee meetings will be documented with specifics about the awarding process. Also, the University Scholarship Committee that approves all University awards will be documented as well. • When presenting the final awards to each scholarship committee for approval, student names will be removed. Removal of the student name will allow for a fair and transparent selection of each award recipient. High School and/or city will not be removed because certain endowment agreements require students to graduate or live in a certain geographic location. This information will be required to make sure the endowment requirements are met. 	

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TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<ul style="list-style-type: none"> All current students will be alerted via email when the new <i>myScholarships</i> cycle opens. This email will be sent at the beginning of every Fall semester, but no later than October 1st. The alert will drive students to apply through the online <i>myScholarships</i> portal and prompt them to fill out the supplemental scholarship application. <i>myScholarships</i> will be used for all endowed awards. The scholarship criteria specified in the endowment agreement or by the University as stated above will be used. <p>Account managers and college/university committees award scholarship based on the documented merit of each student. The <i>myScholarships</i> system matches the student qualifications with those of the endowed agreements. Using <i>myScholarships</i> as a tool for sorting qualified applicants allows for a transparent and fair process across the University. The <i>myScholarships</i> system allows for a holistic review of all students based on their merit qualifications.</p> <p>Person Responsible: Katrina Brent, Executive Director of Scholarships and Financial Aid. Timetable for Completion: August 1, 2017</p>	
	<p>Requirements and preferences stipulated by donors should always be considered in awarding scholarships to avoid breaching the endowment agreements, losing donor goodwill, and incurring the risk of criticism that the award process may be arbitrary. Scholarship selection committee minutes should duly note:</p> <ul style="list-style-type: none"> any instances where no applicants meet the preferred criteria, and the rationale for selecting award recipients, the reasoning behind the award selection when more than one applicant fulfills the requirements and/or preferences (i.e., documenting why one applicant was selected over another), and the justification for award selections to an applicant who does not meet required and/or preferred attributes. 	<p>Endowment agreements include merit criteria and sometimes preferences as specified by the donor. These preferences may include: financial need, employment, and/or community involvement. The <i>myScholarships</i> system matches this information to the student application. Students are asked to upload supplemental documentation as it pertains to specified endowed criteria or preferences. The uploaded documentation is referenced when preferences are to be considered by account managers and college/University scholarship committees.</p> <p>When choosing the most qualified applicant(s), Account Managers and college/University scholarship committees will adhere to the specified requirements and preferences within the endowment agreement. This requirement will be documented in the Lamar University Scholarship Policy and Procedure. College scholarship committees will be convened</p>	In Progress

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>by the central scholarship coordinator within each of the five colleges. It will be the committee’s responsibility to meet and note any instance where a student is chosen solely based on the required criteria and if the preferred criteria is not met. If there are no comparable applicants with the preference, the award will be given to the student who meets the required criteria and noted. If there are comparable applicants, the applicant who meets the required <i>and</i> preference criteria will receive the award. Any instance where there are multiple qualified applicants, the committee will document why one applicant was chosen over another. The committee will always provide documentation when an applicant who does not meet the required or preferred criteria is chosen.</p> <p>Person Responsible: Katrina Brent, Executive Director of Scholarships and Financial Aid. Timetable for Completion: August 1, 2017</p>	
<p>Use of University Facilities and Resources, January 2017</p>	<ul style="list-style-type: none"> • Improve the security over the video equipment storage and video editing rooms. Consider scheduling custodial/maintenance activities regular working hours on non-event days and with the presence of staff during access. • Provide better storage of video and camera equipment in the Montagne Center and restrict access to the storage rooms to specific personnel. Implement a process for tracking equipment removal and return. • Pin codes for the video equipment storage room should be periodically changed and personnel with combinations should be logged. Physical key distribution should be reassessed and limited to specific personnel and distribution logged. 	<p>We have made the request that all custodial cleaning happen after 9AM (operating hours) daily and that a full time staff member be present when cleaning occurs. This is currently being implemented.</p> <p>We recently added a new storage room upstairs for videoboard (NEVCO & DAKTRONICS) parts/equipment that only the video coordinator has a key to. Funding for steel cabinets, racks, and shelving, will be added at the end of the fiscal year and installed. We are adding equipment gradually as we reorganize where everything is going and should have all in place by August.</p> <p>We have implemented a policy for equipment removal/distribution and return among students.</p> <p>Pin codes are changed every 3 months. (Effective since we’ve installed the pin codes on doors.)</p> <p>We are working with IT to have the locks in these rooms changed over to key card access to ensure greater safety of equipment.</p>	<p>In Progress</p> <p>In Progress</p> <p>In Progress</p> <p>In Progress</p> <p>In Progress</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>Information Technology Related Item: Issues, recommendations, and management action plans for this audit have been 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>IT Management should develop written protocols regarding assistance on investigations. The protocols should address which individuals need to have knowledge of the investigation(s) and in cases where tasks are delegated, protocols to ensure proper oversight occurs.</p>	<p>Person Responsible: Clint Burgess, Video Coordinator, and Jason Henderson, Athletics Director Timetable for Completion: August 31, 2017</p> <p>The office of ISO has drafted an incident response framework that includes the policy, procedures (including protocols) and workflow. The ISO office is conducting a peer review and then will present to IT leadership, CIO and Executive leadership for approval. The ISO office will publish the document to the intranet and provide training to all IT staff.</p> <p>Person Responsible: Srinivas Varadaraj, Lamar University Information Security Officer Timetable for Completion: August 30, 2017</p>	<p>Implemented</p> <p>In Progress</p>
<p>Audit of Required Reports Under the Public Funds Investment Act, February 2017</p>	<ul style="list-style-type: none"> Income reported on the quarterly investment report should be interest earned. Income reported on the quarterly investment reports should only include interest income from operating and non-operating funds. If operating and non-operating funds are co-mingled with other funds, such as endowments, in a single investment pool, ensure income derived from separate funds are properly accounted for. Consider updating policy and procedures documenting accounting method(s) used to calculate and to separate income. Internal review procedures should be strengthened to include verification of amounts submitted on quarterly investment reports back to source documents. 	<p>New procedures are being developed along with a checklist to incorporate the custodian reporting system as well as internal processes to ensure more accurate reporting. Income picked up as reported on the quarterly investment report will be "interest earned." Operating and non-operating funds were segregated better in June 2016 with the opening of an additional TexPool account to ensure that income would be reported in the correct categories. The Quarterly Investment Report is prepared by Lamar University’s Director of Investment Services in conjunction with the Investment consultant. The custodial statements as our source documents are verified back to the Quarterly Investment Report. In addition, we are adding a review layer for the Senior Director of Finance and Accounting to verify that the Quarterly Investment Report agrees to the custodial statements.</p> <p>Person Responsible: Greg Dowell, Director of Investment Services, and Jamie Larson, Senior Director for Finance and Accounting Timetable for Completion: In process and expected completion for May 31, 2017</p>	<p>Implemented</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	Use market value from investment statement to report ending market value.	New procedures are being developed to incorporate the custodian reporting system as well as internal processes to ensure more accurate reporting. Director of Investment Services will use market value from investment statement provided by the custodian to report ending market value. The Senior Director of Finance and Accounting will verify. Person Responsible: Greg Dowell, Director of Investment Services, and Jamie Larson, Senior Director for Finance and Accounting Timetable for Completion: In process and expected completion for May 31, 2017	Implemented
	<ul style="list-style-type: none"> Report compliance of all investments as per the PFIA and System Investment Policy. Upload color copies of reports or change compliance indicators to Yes/No. In addition, consider using other than green or red colors as these colors prove difficult to distinguish between for persons who experience color blindness. 	Director of Investment Services will coordinate with Lamar University’s investment consultant to ensure reporting of compliance of all investments as per the PFIA and System Investment Policy, as well as addition of this item to the checklist. Director of Investment Services will coordinate with Lamar University’s investment consultant to inquire about the feasibility of changing the investment consultant’s reporting of compliance indicators to include the possibility of using yes/no indicators. Additionally, the section containing the compliance indicators is not required to be published as part of the Quarterly Investment Report on Lamar University’s website. Consequently, Lamar University will no longer be publishing this section of the report on the website. Person Responsible: Greg Dowell, Director of Investment Services Timetable for Completion: In process and expected completion for May 31, 2017	Implemented
Special Project – Inventory Testing and Observations, April 2017	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 risk or vulnerability assessment (Texas Government Code Sec 418.177(2)). There were four (4) audit recommendations resulting from this audit. The status for these items are as follows: <ul style="list-style-type: none"> 4 recommendations: In Progress 		
Receipt and Distribution of Gift Cards, May 2017	LUPD management should provide additional training to employees on the departmental policy on Soliciting and Accepting Gifts and Gratuities.	<ul style="list-style-type: none"> This matter was assigned to LUPD Internal Investigation for further examination to determine intent and other potential policy violations. It is pending completion to determine adequate disciplinary measures. 	In Progress

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

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STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<ul style="list-style-type: none"> Management should consider implementing a policy of no acceptance of gift cards, gift certificates, or cash. Instead, LUPD should work with any outside organization or individual to provide another way to show appreciation. If the LUPD decides to continue under the policy to allow acceptance of gift cards if approved by Chief of Police, then LUPD should document and implement a procedure to track gift cards received and have employees sign for gift cards when distributed. Gift cards should never be left in an unsecured area. Management should determine what to do with the four remaining gift cards. 	<ul style="list-style-type: none"> Reasonable disciplinary measures may be taken at the conclusion of the LUPD Internal Investigation. All employees are required to sign Policy Acknowledgement forms each year, confirming their understanding of LUPD policies. More training will be conducted for this specific policy and acceptance of gifts/gratuities. A department memorandum and training will be distributed at the conclusion of the internal investigation. <p>Person Responsible: Hector Flores, Chief of Police Timetable for Completion: July 31, 2017</p> <ul style="list-style-type: none"> A department memorandum will be distributed stating LUPD will not accept gift cards, gift certificates, or cash – per Chief of Police. A department memorandum and training will be distributed at the conclusion of the internal investigation. The disposition of the four remaining gift cards will be determined based on feedback from and discussions with appropriate management. The four remaining gift cards are still being held pending the completion of the investigation. <p>Person Responsible: Hector Flores, Chief of Police Timetable for Completion: July 31, 2017</p>	<p>In Progress</p>

SAM HOUSTON STATE UNIVERSITY			
Violations of United States Fair Labor	The Dean should ensure that all activities involving the receipt of funds for the rental of these facilities follow practices which comply with <i>Finance & Operations Policy</i>	The controller’s office submitted a report (July 2017) on their findings regarding business practices. Several	In Progress

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<p>Standards Act of 1938, University Policies, and Texas State University System Code of Ethics, March 2017</p>	<p>FO-10 and ensure safeguards are in place for proper receipting, timely deposits, and reconciliations for a full accounting of the funds. The Dean should ensure any student organization with which the department is affiliated operates under the best practices recommended by the SHSU Department of Leadership Initiatives, which provides support and training to SHSU student organizations.</p>	<p>recommendations were made to improve business practices.</p> <p>Department committee was formed to review accounts other than regular O&M accounts. A new staff member with finance, budget, and accounting background, who will join the Dean’s office Sept. 1, will meet with the faculty member overseeing this committee and the new Interim Chair and review the findings of the Controller’s Office Report in September. This individual will work with the administrative staff on best practices to correct some of the noted concerns. This work will continue through the fall semester beyond the September 30 date. The Dean’s office is also looking at hiring an additional staff member to assist with the large number of business accounts within this department. This position will be included in the FY19 fiscal request for the College to be submitted Spring 2018. The College Associate Dean has a training session scheduled for 3pm September 18th for all student groups. An office on campus that provides this type of training will provide the speaker. The Dean’s Office will work with the departments and faculty advisors to notify student clubs of this mandatory meeting once the fall semester commences.</p> <p>Person Responsible: Dean Timetable for Completion: September 30, 2017</p>	
	<p>The Dean should ensure that all employees in the department are aware of and comply with the Code of Ethics, Chapter VIII of the TSUS <i>Rules and Regulations</i>. The Dean should ensure that students are aware of and comply with the Code of Student Conduct and Discipline, within SHSU’s <i>Student Guidelines, 2016-2018</i>.</p>	<p>Dean met with Chair five times between March and May to review audit compliance. Meetings were on hiatus in the summer due to travel of both the chair and dean.</p> <p>Two individuals from the department were selected in March 2017 with final appointment approved in May 2017 to serve as Assistant Chair and Graduate Coordinator. They began duties June 1 2017.</p> <p>The former Chair of the Department resigned from this administrative position on July 17, 2017 and will return to a faculty position in the fall semester. A new interim chair has been appointed effective July 19, 2017 for the existing academic department. This individual is a former chair from</p>	<p>In Progress</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>another administrative unit who is currently serving as an Associate Dean within the college. The department will conduct a national search for a new Chair in the fall 2017 with a starting date of the new Chair between Jan. 1-Sept. 1, 2018. At that time, the interim chair will return full-time to the Dean’s office position.</p> <p>The TSUS and THECB has approved the splitting of the current department into two separate departments, effective Sept. 1, 2017. The new interim chair will remain the chair of the department that contained the former chair while a new chair has been selected for the other department who was not involved in this audit report.</p> <p>Person Responsible: Dean Timetable for Completion: September 1, 2017</p>	
	<p>The Dean should coordinate with the Human Resources to ensure that this employee’s position classification is changed to be representative of the job duties performed to ensure equal pay for equal work and compliance with policy <i>FO Human Resources Policy WS-1</i>. The employee’s compensation for prior years should be reviewed to determine whether additional “back-pay” compensation is warranted; if so, the Dean should ensure that the employee is compensated accordingly by coordinating with the Payroll Office.</p>	<p>Salary review by HR indicated that the salary in the new classification was appropriate and no change was made.</p> <p>Person Responsible: Dean Timetable for Completion: April 30, 2017</p>	<p>Implemented</p>
	<p>Because of the ethical climate in the department and actions evidenced by departmental leadership, the Dean should work with Human Resources to determine an appropriate alternative that removes the Chair from having reporting-line authority over this employee.</p>	<p>The Governor’s Hiring Freeze delayed our hiring of the new Administrative Coordinator in the Dean’s Office until Sept. 1. Thus, the Dean identified the new Assistant Chair as a new supervisor for the employee. The New Assistant Chair was notified on June 15th that he needed to begin supervising the individual. He was not aware that was part of his responsibility when he began on June 1 (due to an oversight by the dean in communicating that responsibility). He met with the individual faculty who use the facility and developed a user’s group plan of action, which he presented to the Dean on June 20th. The Dean’s office notified HR to make the change in the supervisory relationships on June 29th. Pending a payroll run, the change is pending.</p>	<p>Verification of Implementation in Progress</p>

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	Following approval, the new policy should be posted to the University website as a part of the Administrative Policy Manual.	The policy was approved on June 27, 2017 and posted to the Administrative Policy Manual. Person Responsible: Gail Collier, Director of Human Resources Timetable for Completion: May 01, 2017	
	Representatives of the Cashier’s Office, Human Resources, and the Registrar’s Office should review the forms when they are asked to sign and to verify that all necessary signatures have been obtained. If a department is unable to sign because criteria has not been met, that should be duly noted on the form before proceeding with the process. This will be particularly important with the Cashier’s Office as it should be the last place to handle the documentation.	The Tuition and Fee Waiver forms will be carefully reviewed by departments as signatures are obtained for approval. The Cashier’s office will be responsible for making sure the form is complete and all signatures are obtained since it is the final opportunity for review and where the completed form is stored. Another audit covering short courses and compliance with THECB rules is in process. Following this audit, procedures and/or policies will be amended as appropriate. Person Responsible: Alpine Santiago Castillo Director of Accounting Services / Teresa Salas Head Cashier; RGC Cashiers / Delia Ramirez, RGC Business Services Director Timetable for Completion:	In Progress
	SRSU and RGC should establish a period for reporting completion information to the Cashier’s Office regarding those employees who do not successfully complete one or more courses and require reimbursement by a designated deadline.	Timelines for reporting course completion information from the Registrar’s office to the Cashier’s office have been established. The Registrar’s office will report employees taking classes who did not successfully complete the class to the Cashier’s office one week after final grades are due or within one week of a student dropping a class or withdrawing from all classes. The Cashier’s office and the Financial Assistance Office will have the student’s tuition and fees charged back to the employee’s account and the employee notified of the charges no later than two weeks after the notification has been made to the Cashier’s Office. Person Responsible: Alpine: Pam Pipes Registrar, Santiago Castillo Director of Accounting Services, Mickey Corbett Director of Financial Aid; RGC: Dr. Claudia Wright RGC Director of Admissions, Records and Student Services / Monica Sandoval RGC Assistant Director of Financial Aid / Delia Ramirez, RGC Business Services Director Timetable for Completion: May 31, 2017	In Progress

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	Employee Request for Registration Fee Waiver and Tuition Scholarship forms should agree with the courses taken by the employee. If a class is changed, a new form should be prepared showing the new course, the impact on the employee’s work schedule, and proper approvals obtained from the supervisor, Human Resources, Registrar, and the Cashier.	Employees are required to attach their full class schedule to the Tuition and Fee Wavier Form. Students changing their schedules will be required by the Registrar’s office to complete a new form, and reprocess the request for the waiver beginning with obtaining approval from their supervisor. Tuition and Fee Waiver forms will also include a deadline for the form to be turned in to the Registrar’s office for Certification no later than three (3) business days before the first day of classes to obtain the benefit. Person Responsible: Alpine: Pam Pipes Registrar; RGC: Dr. Claudia Wright RGC Director of Admissions, Records and Student Services Timetable for Completion: May 15, 2017	In Progress
	The reversals should be processed immediately. Following each semester, the reversals should be handled when the Registrar provides the listing. For RGC, the letter as well as screen shots of the reversal should be forwarded to the Director of Business Services to verify that the activities were properly completed.	All chargebacks will be processed as described above. All of the chargebacks in this finding have been processed. Person Responsible: Delia Ramirez, RGC Business Services Director Timetable for Completion: Completed	Implemented

TEXAS STATE UNIVERSITY	
User Access Controls for Third Party Applications Audit, September 2016	<p>Issues, recommendations and action plans for this audit are 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 three (3) issues with five (5) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> ➤ One (1) recommendation with six (6) action plans. Six (6) action plans: Implemented ➤ Two (2) recommendations: Implemented ➤ Two (2) recommendations: In Progress

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
Physical Entry Access Controls Audit, December 2016	<p>Issues, recommendations and action plans for this audit are being addressed. The details are not presented here due to exemptions allowed for information that relates to risk or vulnerability of persons or property, including critical infrastructure, to an act of terrorism or related criminal activity (Texas Government Code 418.177(2)).</p> <p>There were nineteen (19) issues with forty-six (46) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> ➤ Eighteen (18) recommendations: Implemented ➤ Nineteen (19) recommendations: Verification of Implementation in Progress ➤ Nine (9) recommendations: In Progress 		
Controls Audit of Data Centers, January 2017	<p>Issues, recommendations and action plans for this audit are 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 seven (7) issues with eleven (11) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> ➤ Four (4) recommendations: Implemented ➤ One (1) recommendation: Verification of Implementation in Progress ➤ Six (6) recommendations: In Progress 		
Student Health Center Billing and Collections Audit, March 2017	<p>Management should document the complete price and cost assessment that is required to be conducted every three years. The assessment should be reviewed by an individual independent of the process to ensure compliance with the established pricing policy.</p>	<p>The annual price assessment has begun. New pricing for E&M codes and x-rays have been approved. A memo of the meeting with the SHC Director, Associate Director and Manager Medical Billing has been prepared. Methods for pricing are being documented in each section. Other sections of the fee schedule will be completed in the second half of the summer.</p> <p>Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017</p>	In Progress
	<p>Management should perform and document the review of all direct cost items to ensure cost-plus pricing is being used as required by policy. The review should be reviewed by an individual independent of the process to ensure compliance with the established pricing policy.</p>	<p>Costs for all items with direct costs have been collected and put in the new master spreadsheet. SHC PS 30.22 will be updated to show that market pricing will be used for all SHC pricing and the direct costs will be used to ensure that market pricing is sufficient. X-ray prices and costs have been examined and a memo documenting the discussion on June 23, 2017 has been prepared. Other sections of the fee schedule will be completed in the second half of the summer.</p> <p>Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017</p>	In Progress

(*) Status Categories: *Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation*

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – AUGUST 2017 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH JUNE 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	Management should implement procedures to include the review and approval of calculations supporting the price changes in eCW by someone other than the preparer, and update SHC PS 30.22 accordingly. The policy should also require that the review and approval be documented and include the reviewer's signature/initials and the date performed.	The annual price assessment has begun. New pricing for E&M codes and x-rays have been approved. A memo of the meeting with the SHC Director, Associate Director and Manager Medical Billing has been prepared. Methods for pricing are being documented in each section. Other sections of the fee schedule will be completed in the second half of the summer. Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017	In Progress
	Management should ensure the supporting documentation prepared for any price updates/changes is consistent in format, content, and terminology, and provides an adequate audit trail so that the person performing the review and approval can validate the pricing methodology conforms to established policy.	A master spreadsheet has been created with a consistent format for each section. Documentation for the direct costs shown in the spreadsheet has been collected and filed. Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017	In Progress

SYSTEM ADMINISTRATION	
Long-Term Investment Thresholds, June 2017	No recommendations resulted from the audit.

(*) Status Categories: Implemented; Verification of Implementation in Progress; In Progress; Planned; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO JUNE 30, 2016

**CONSENT: Texas State University System
Finance and Audit**

CONSENT ITEMS

4. G. Finance and Audit Consent Agenda

4. H. TSUS: CONSENT: Operating Budget Adjustments May 2017

TSUS: Operating Budget and Related Adjustments

Recommendation

The proposed Operating Budget and Related Adjustments for the Texas State University System components be approved.

Background

In accordance with the *System Rules and Regulations, Chapter III, Section 1.3 Financial Matters, Subsection 1.32* certain budget adjustments shall be submitted to the Board of Regents for approval.

**Texas State University System
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 10,796,664	\$ -	\$ -	\$ -	\$ 10,796,664
Designated	-	-	-	-	-
Auxiliary Enterprises	-	-	-	-	-
Total	\$ 10,796,664	\$ -	\$ -	\$ -	\$ 10,796,664

EDUCATION & GENERAL

Original Budget:	<u>\$ 10,796,664</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:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 10,796,664</u>

DESIGNATED

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:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ -</u>

Texas State University System

AUXILIARY ENTERPRISES

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: \$ -

LAMAR UNIVERSITY
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 127,225,199	\$ (4,638,992)	\$ 1,519,158	\$ -	124,105,365
Designated	90,263,511	7,598,198	5,925,862	-	103,787,571
Auxiliary Enterprises	45,108,611	217,734	9,731	-	45,336,076
Total	\$ 262,597,321	\$ 3,176,940	\$ 7,454,752	\$ -	273,229,013

EDUCATION & GENERAL

Original Budget:	<u>127,225,199</u>
Previously Approved by Board:	<u>(4,638,992)</u>
Requested Budget Adjustments:	
HEF Construction Budget Increases	3,114,467
Budget Decreases	(77,961)
New Positions and Budget Decreases	
74 FTE Information Technology Positions Transferred to Designated	(1,186,781)
Related Benefits Budgeted	(330,567)
Total Requested Budget Adjustments This Period:	<u>1,519,158</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>124,105,365</u>

DESIGNATED

Original Budget:	<u>90,263,511</u>
Previously Approved by Board:	<u>7,598,198</u>
Requested Budget Adjustments:	
Budget Increases	4,408,514
74 FTE Information Technology Positions Transferred from E&G	1,186,781
Related Benefits Budgeted	330,567
Total Requested Budget Adjustments This Period:	<u>5,925,862</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>

Adjusted Budget:	<u><u>103,787,571</u></u>
AUXILIARY ENTERPRISES	
Original Budget:	<u><u>45,108,611</u></u>
Previously Approved by Board:	<u><u>217,734</u></u>
Requested Budget Adjustments:	
Budget Increases	9,731
Total Requested Budget Adjustments This Period:	<u><u>9,731</u></u>
Cumulative Adjustments Approved by President:	
Total Adjustments Approved by President This Period:	<u><u>-</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>0</u></u>
Adjusted Budget:	<u><u>45,336,076</u></u>

SAM HOUSTON STATE UNIVERSITY
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget(2017)	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 118,154,732	\$ -	\$ 175,000	\$ 77,560	\$ 118,407,292
Designated	\$ 124,710,412	\$ 2,754,696	\$ 1,380,253	\$ 2,106,665	\$ 130,952,027
Auxiliary Enterprises	\$ 55,473,885	\$ 1,351,221	\$ 3,151,045	\$ 854,262	\$ 60,830,412
Trust	-	-	-	-	-
Restricted	-	-	-	-	-
Total	\$ 298,339,029	\$ 4,105,917	\$ 4,706,298	\$ 3,038,487	\$ 310,189,731

EDUCATION & GENERAL

Original Budget: \$ 118,154,732

Previously Approved by Board: \$ -

Requested Budget Adjustments:

LEMIT 175,000

Total Requested Budget Adjustments This Period: 175,000

Cumulative Adjustments Approved by President:

Previously Reported: \$ 18,937

CMIT 25,000

Psychological Services Center 30,000

E&G - GPAC Box Office 3,623

Total Adjustments Approved by President This Period: \$ 58,623

Total Cumulative Adjustments Approved by President: \$ 77,560

Adjusted Budget \$ 118,407,292

DESIGNATED

Original Budget:	\$ <u>124,710,412</u>
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Previously Approved by Board:	\$ <u>2,754,696</u>
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Requested Budget Adjustments:

Designated Tuition - Revenue	\$671,566
Distance Learning	\$354,687
Designated Tuition - ABC Band Contract	\$354,000

Total Requested Budget Adjustments This Period:	\$ <u>1,380,253</u>
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Cumulative Adjustments Approved by President:

Previously Reported:	\$ <u>1,323,136</u>
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International Education Fee	\$ 43,500
Application Fee - Undergraduate	\$50,000
Vehicle Fleet Rental	\$48,000
Designated Tuition - Custodial Services	\$15,000
Recreation Fee	\$26,545
Designated Tuition - Grounds Maintenance	\$12,000
Application Fee - Grad Fee	\$15,000
Study Abroad - Mexico	\$29,040
Deficiency Plan Fee	\$20
Study Abroad - Thailand	\$30,550
Designated Tuition - Disability Services	\$12,600
Admin Allow Fin Aid	\$13,700
COBA Study Abroad Japan	\$12,000
Foreign Languages Study Abroad - Spain	\$53,100
Designated Tuition - Disability Services	\$6,600
Foreign Languages Study Abroad - Costa Rica	\$66,040
Designated Tuition - Custodial Services	\$25,000
Foreign Languages Study Abroad - Spain	\$3,500
Application Fee - Grad Fee	\$15,848
Study Abroad - Thailand	\$34,500
HIST 3380 Civil War Field Study	\$19,500
Designated Tuition - Disability Services	\$3,600
Overhead Allowance	\$35,000
Biology Study Abroad - Costa Rica	\$32,502
Overhead Allowance	\$6,960
Study Abroad - Mexico	\$17,220
Designated Tuition - Disability Services	\$7,200
Finance Rebates	\$15,000
Designated Tuition - Revenue	\$90,000
Designated Tuition - Custodial Services	\$8,885
Nursing Study Abroad Costa Rica	\$2,820
Study Abroad Thailand	\$32,300

Total Adjustments Approved by President This Period:	\$ <u>783,529</u>
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Total Cumulative Adjustments Approved by President:	\$ <u>2,106,665</u>
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Adjusted Budget	\$ <u>130,952,027</u>
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AUXILIARY ENTERPRISES

Original Budget:	\$ 55,473,885
Previously Approved by Board:	\$ 1,351,221
Requested Budget Adjustments:	
Real Estate Rental	\$ 376,970
Music Camps	\$223,500
Housing	\$1,203,674
Dining	\$1,071,900
Athletic Fee	\$275,000
 Total Requested Budget Adjustments This Period:	 \$ 3,151,045
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 553,821
Real Estate Rental	525
Interest of Time Deposit	65,000
Continuing Education	\$12,188
Center for Professional Development	\$20,000
COE Dist Educator of the Year	\$9,000
Dining	\$3,980
Dietetic Internship Program	\$1,150
University Bookstore	\$15,000
Library Science Conferences	\$8,000
Public Safety Services	\$25,000
Dining	\$4,931
Athletic Fee	\$37,000
Dietetic Internship Program	\$650
Student Service Fee	\$370
Inst - Forensic Sci, Train & Innovate	\$7,500
Student Service Fee	\$18
Center for Professional Development	\$9,500
Student Service Fee	\$1,670
Office of Alumni Relations	\$25,000
Dining	\$3,958
University Bookstore	\$50,000
 Total Adjustments Approved by President This Period:	 \$ 300,441
Total Cumulative Adjustments Approved by President:	\$ 854,262
Adjusted Budget	\$ 60,830,412

SUL ROSS STATE UNIVERSITY
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 31,095,993	\$ -	\$ -	\$ -	\$ 31,095,993
Designated	5,199,963		-	-	5,199,963
Auxiliary Enterprises	6,105,647		-	7,134	6,112,781
Total	\$ 42,401,603	\$ -	\$ -	\$ 7,134	\$ 42,408,737

EDUCATION & GENERAL

Original Budget:	<u>\$ 31,095,993</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 31,095,993</u>

DESIGNATED

Original Budget:	<u>\$ 5,199,963</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 5,199,963</u>

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 6,105,647</u>
Previously Approved by Board:	<u>-</u>
Requested Budget Adjustments:	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>

Texas State University
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	272,396,909	5,012,340	0	169,874	277,579,124
Designated	252,828,000	42,580,292	1,567,022	1,831,536	298,806,850
Auxiliary Enterprises	142,671,000	11,096,315	4,135,342	665,323	158,567,981
Total	667,895,909	58,688,947	5,702,365	2,666,734	734,953,955

EDUCATION & GENERAL

Original Budget:	<u>272,396,909</u>
Previously Approved by Board:	<u>5,012,340</u>
Requested Budget Adjustments:	
Total E&G Increasing Budget	<u>0</u>
Total requested budget adjustments this period:	<u>0</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>148,445</u>
Approved This Period:	
Increasing Budget for Speech, Hearing, Language Clinic	15,000
Prior Year Carry Forward for Education & General	6,429
Total adjustments approved by President this period:	<u>21,429</u>
Total Cumulative Adjustments Approved by President:	<u>169,874</u>
Adjusted Budget:	<u>277,579,124</u>

DESIGNATED

Original Budget:	<u>252,828,000</u>
Previously Approved by Board:	<u>42,580,292</u>
Requested Budget Adjustments:	
Increasing estimated income for Designated:	
Increasing Budget for Revenue Increasing Budget programs (60 programs)	456,466
Using of Reserves for Facilities Projects	203,245
Increasing Budget for TX Justice Court Training Center	195,440
Increasing Budget for Academic Affairs	189,065
Using of Reserves for Materials Management & Logistics	158,106
Increasing Budget for Continuing Education	151,528
Increasing Budget for Band Income Generating	113,172

Texas State University

Increasing Budget for Extension	100,000
Total requested budget adjustments this period:	<u>1,567,022</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>1,512,649</u>
Approved This Period:	
Increasing estimated income for Designated:	
Increasing Budget for Sponsored Programs	71,496
Increasing Budget for STAR Park-Utilities	58,000
Prior Year Carry Forward for Designated Method	31,704
Using of Reserves for Graduate College	25,000
Using of Reserves for Registrar's Office	25,000
Using of Reserves for RSC-Advanced Polymer Lab	20,000
Increasing Budget for ALERRT	15,063
Using of Reserves for Family And Consumer Sciences	14,000
Increasing Budget for Materials Science, Engineering & Commercialization	12,770
Using of Reserves for International Office	10,000
Increasing Budget for Center for Archaeological Studies	9,216
Increasing Budget for Communications	7,000
Using of Reserves for Theatre	5,000
Using of Reserves for ACT/Off-Campus Living	4,359
Increasing Budget for Human Resources	2,000
Using of Reserves for School of Art and Design	1,974
Increasing Budget for Chemistry and Biochemistry	1,935
Increasing Budget for VP For Information Technology	1,000
Increasing Budget for Health Administration - Research	816
Using of Reserves for Health Administration	816
Prior Year Carry Forward for Education & General	800
Prior Year Carry Forward for Designated Method	495
Increasing Budget for Student Diversity and Inclusion	221
Using of Reserves for MSA-Student Support Services	221
Total adjustments approved by President this period:	<u>318,887</u>
Total Cumulative Adjustments Approved by President:	<u>1,831,536</u>
Adjusted Budget:	<u>298,806,850</u>
AUXILIARY ENTERPRISES	
Original Budget:	<u>142,671,000</u>
Previously Approved by Board:	<u>11,096,315</u>
Requested Budget Adjustments:	
Increasing estimated income for Auxiliary Enterprises	
Increasing Budget for University Event Center Debt Service	1,468,206
Using Housing Reserves for Blanco Hall Project	980,000
Increasing Budget for Vending Debt Service	725,000

Texas State University

Using Vending Reserves for Projects	696,206
Increasing Budget for Student Health Center	250,000
Increasing Budget for Student Center	116,929
Decreasing Estimated Income for Bobcat Shuttle	-101,000
Total requested budget adjustments this period:	<u>4,135,342</u>
Cumulative Adjustments Approved by President: Previously Reported:	<u>447,285</u>
Approved This Period:	
Increasing estimated income for Auxiliary due to growth:	
Using of Reserves for Campus Recreation	65,000
Increasing Budget for Track	52,145
Increasing Budget for Golf-Men's	18,200
Using of Reserves for KTSW Radio	16,639
Increasing Budget for College of Fine Arts And Communication	14,350
Increasing Budget for Volleyball	8,520
Increasing Budget for Theatre	7,000
Prior Year Carry Forward for Auxiliary Enterprises	6,747
Increasing Budget for Dance	6,500
Increasing Budget for Housing-Residence Hall Association	5,394
Using of Reserves for Dance	5,000
Increasing Budget for Baseball	3,950
Using of Reserves for Theatre	3,500
Increasing Budget for Softball - Women's	2,535
Increasing Budget for Finance & Support Services	1,500
Increasing Budget for Soccer	600
Prior Year Carry Forward for Auxiliary Enterprises	458
Total adjustments approved by President this period:	<u>218,038</u>
Total Cumulative Adjustments Approved by President:	<u>665,323</u>
Adjusted Budget:	<u>158,567,981</u>

**Lamar Institute of Technology
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,161,299	\$ -	\$ -	\$ 123,970	\$ 14,285,269
Designated	6,228,166			30,103	6,258,269
Auxiliary Enterprises	2,448,260			15,903	2,464,163
Trust	-			-	-
Restricted	-			-	-
Total	\$ 22,837,725	\$ -	\$ -	\$ 169,976	\$ 23,007,701

EDUCATION & GENERAL

Original Budget:	<u>\$ 14,161,299</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:	\$ 123,970
Approved This Period:	
Prior Year Encumbrance	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 123,970</u>
Adjusted Budget:	<u>\$ 14,285,269</u>

DESIGNATED

Original Budget:	<u>\$ 6,228,166</u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 30,103
Approved This Period:	
Prior Year Encumbrance	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 30,103</u>
Adjusted Budget:	<u>\$ 6,258,269</u>

Lamar Institute of Technology

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 2,448,260</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 15,903
Approved This Period:	
Prior Year Encumbrance	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 15,903</u>
Adjusted Budget:	<u>\$ 2,464,163</u>

TRUST

Original Budget:	<u>\$ -</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	<u>-</u>
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:	<u>-</u>
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>	-

Lamar State College - Orange
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,645,301	\$ 3,653,566	\$ -	\$ 18,692	\$ 20,317,559
Designated	6,018,415	330,981	-	44,197	6,393,593
Auxiliary Enterprises	820,538	-	-	-	820,538
Total	\$ 23,484,254	\$ 3,984,547	\$ -	\$ 62,889	\$ 27,531,690

EDUCATION & GENERAL

Original Budget:	<u>\$ 16,645,301</u>
Previously Approved by Board:	<u>\$ 3,653,566</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Workforce Education Building-HEF	42,497
Information Services	<u>(23,805)</u>
Total Adjustments Approved by President This Period:	18,692
Total Cumulative Adjustments Approved by President:	<u>\$ 18,692</u>
Adjusted Budget:	<u>\$ 20,317,559</u>

DESIGNATED

Original Budget:	<u>\$ 6,018,415</u>
Previously Approved by Board:	<u>\$ 330,981</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 13,673
Approved This Period:	
Information Services	23,805
Kids 2 College	<u>6,719</u>
Total Adjustments Approved by President This Period:	30,524
Total Cumulative Adjustments Approved by President:	<u>\$ 44,197</u>
Adjusted Budget:	<u>\$ 6,393,593</u>

Lamar State College - Orange

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 820,538</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:	
None	-
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 820,538</u>

Lamar State College - Port Arthur
Fiscal Year 2017 Operating Budget and Related Adjustments
For the Period Ending May 31, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 13,857,018	\$ 4,060,000	\$ 33,598	\$ 49,300	\$ 17,999,916
Designated	4,223,688	60,650	6,810	55,401	4,346,549
Auxiliary Enterprises	1,979,970	(200,000)	-	4,404	1,784,374
Total	\$ 20,060,676	\$ 3,920,650	\$ 40,408	\$ 109,105	\$ 24,130,839

EDUCATION & GENERAL

Original Budget:	<u>\$ 13,857,018</u>
Previously Approved by Board:	<u>4,060,000</u>
Requested Budget Adjustments:	
Remodel at Gates Library	<u>33,598</u>
Total Requested Budget Adjustments This Period:	<u><u>33,598</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>39,800</u>
Approved This Period:	
HEFCarpet for Faculty Offices	<u>2,500</u>
HEF CDL Truck Purchase	<u>7,000</u>
Total Adjustments Approved by President This Period:	<u><u>9,500</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>49,300</u></u>
Adjusted Budget:	<u><u>\$ 17,999,916</u></u>

DESIGNATED

Original Budget:	<u>\$ 4,223,688</u>
Previously Approved by Board:	<u>60,650</u>
Requested Budget Adjustments:	
Increase Worforce Budget due to Revenue Collections	<u>51,810</u>
Reduction of Theater Budget	<u>(45,000)</u>
Total Requested Budget Adjustments This Period:	<u><u>6,810</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>45,251</u>
Approved This Period:	
Increase Institutional Support	<u>4,150</u>
Increase Human Resource Advertising Budget	<u>6,000</u>
Total Adjustments Approved by President This Period:	<u><u>10,150</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>55,401</u></u>
Adjusted Budget:	<u><u>\$ 4,346,549</u></u>

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 1,979,970</u>
Previously Approved by Board:	<u>(200,000)</u>
Requested Budget Adjustments:	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>1,904</u>
Approved This Period:	
Budget for Concession Sales	2,500
Purchase Student ID System	<u>16,000</u>
Total Adjustments Approved by President This Period:	<u>2,500</u>
Total Cumulative Adjustments Approved by President:	<u>4,404</u>
Adjusted Budget:	<u>\$ 1,784,374</u>

**Texas State University System
Planning and Construction**

*Bill Scott, Chair
David Montagne
Donna Williams*

5. Planning and Construction

- 5. A. SHSU: Design Development Documents for East Central Plant Expansion
- 5. B. TXST: 2017-2027 University Master Plan
- 5. C. TSUS: Additions to 2018-2023 Capital Improvements Program
- 5. D. TSUS: INFORMATIONAL: Planning and Construction Report August 2017

SHSU: Design Development Documents for East Central Plant Expansion

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

The design development documents prepared by Kirksey Architecture of Houston, Texas, for the East Central Plant Expansion project at Sam Houston State University and the projected total project cost of \$8,400,000 be approved, to be funded by Texas State University System Revenue Bonds in the amount of \$5,500,000, and Higher Education Assistance Funds (HEAF) in the amount of \$2,900,000.

Explanation

Sam Houston State University (SHSU) is proposing to expand the capacity of the existing East Central Plant as well as expand campus chilled water and electrical distribution systems. The plant and utility distribution expansions will provide the increased chilled water utility capacity necessary to support current and planned campus expansion including, but not limited to, the Biology Laboratory Building and the Art Complex.

Background Information. The East Central Plant Expansion is the initial phase of the project known as the *Art Complex* which was listed on the FY2017-2022 Capital Improvement Program adopted by the Board of Regents in May 2017. It is in compliance with the 2012 Campus Master Plan Update and will fulfill the requirements set forth therein. This project is further supported by the 2017 Campus Utility Infrastructure Master Plan Update which is in the final stages of completion.

Project Site: The East Central Plant expansion will take place within the current site of the plant on Bobby K. Marks Drive. Expansion of campus chilled water and electrical distribution systems will occur north of the plant along Bobby K. Marks Drive, 17th Street and Bearkat Boulevard.

Scope of the Project. This project consists of providing a new 1,800-ton capacity chiller system that will be situated inside the existing East Central Plant. The East Central Plant was planned for future growth, and this project will utilize the space provided. A new 1,800-ton capacity cooling tower will be provided on the outside near the new chiller system. A building automation system currently exists in the building, and the new equipment will be linked into this system. In addition, the scope of this project includes providing an expansion to the campus chilled water and electrical distribution systems. The chilled water distribution work will upsize existing chilled water piping and complete a chilled water distribution loop around the campus. New electrical service will be provided to the building to accommodate the additional equipment. This will be accomplished by installing new 15 kilovolt electrical lines routed from the existing Main Substation on the north side of the campus. The new electrical service will connect to an outside, pad mounted transformer and new switchgear located inside the existing building.

Construction Manager-at-Risk. The construction manager-at-risk for the Project, Manhattan Construction Company, has been selected through appropriate competitive processes in compliance with applicable law and the TSUS Policies and Procedures for Planning and Construction.

Project Justification. This project provides much needed chilled water and electrical utility infrastructure for the growing campus. The East Central Plant was originally designed in 1974 to

house three chillers with a peak capacity of 2,000 tons and three boilers with a peak capacity of 600 horsepower. Since that time, the boilers have been removed and the chillers replaced with three units totaling 4,200 tons' capacity. Removal of the boilers has allowed for the installation of an additional 1,800-ton chiller within the current building. The increased electrical demand necessitates the installation of new 15 kilovolt electrical lines from the Main Substation to the plant. To provide redundancy in the campus chilled water distribution system, new chilled water piping must be installed to complete a campus-wide chilled water distribution loop.

Funding Source(s). The project will be funded from Texas State University System Revenue Bonds (\$5,500,000) and HEAF (\$2,900,000). Interim financing will be provided by commercial paper. Annual debt service for the \$5,500,000 TSUS Revenue Bond issue will be funded by HEAF.

Design Development Submittal Documents. The Design Development Submittal documents follow this Motion in the Board materials.

Operating and Maintenance Cost

Adding 1,800 tons to the East Central Plant is projected to consume 5,807,880 kilowatt-hours and 9,719,498 gallons of water annually. This equates to projected costs of approximately \$290,394 in annual power consumption and \$48,597 in annual water usage, or a total of \$338,991 in operating costs.

Environmental Impact

Sam Houston State University anticipates no negative environmental impact as the result of this project.

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):	\$6,991,617
[Any other items within the construction cost]:	construction contingency included
Total Estimated Construction Cost:	\$6,991,617
CM Pre-Construction Services	\$10,769
Architect /Engineer Fees:	\$583,450
Furnishings and Equipment:	included in CCL
Owner Contracted Services / Other Work:	included below
Owner Provided Services / Miscellaneous:	\$349,581
Project Contingency:	\$220,236
Project Management Administrative Fees:	\$244,347
Public Art	Not Applicable
Landscape Enhancement	Not Applicable
Estimated Total Project Cost (TPC):	\$8,400,000

This budget represents the University's best estimate of project costs at this stage of design, based upon estimates reconciled between the Architect's Third-Party 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 subsequent capital costs that may arise after the project is bid. This amount represents 5% 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. Included in this project are basic furniture, permanent fixtures, technology, audio/visual items, fundamental food service kitchen operating equipment and exterior furnishings.

Owner Contracted Services / Other Work includes construction materials testing, surveys and geotechnical services.

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.

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.

Public Art is the one percent of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art.



Kirksey
ARCHITECTURE



**Texas State University System Board of Regents
Design Development Submission Package
Sam Houston State University
East Central Plant Expansion**

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM

SHEET INDEX

Sam Houston State University,
East Central Plant Expansion
2016263

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1 | PROJECT TEAM

PROJECT TEAM

Sam Houston State University,
East Central Plant Expansion
2016263

Texas State University System

Office of the Chancellor

Brian McCall, Ph.D., Chancellor
Peter Graves, Vice Chancellor for Contract Administration
Rob Roy Parnell, Associate Vice Chancellor for Facilities

Texas State University System Board of Regents

Board Members

Rossanna Salazar, Chairman
William F. Scott, Vice Chairman
Charlie Amato
Veronica Muzquiz Edwards
Dr. Jaime R. Garza
David Montagne
Vernon Reaser III
Alan L. Tinsley
Donna N. Williams
Kaitlyn Tyra, Student Regent, Sam Houston State University

Sam Houston State University

Dr. Dana G. Hoyt, President
Dr. Carlos Hernandez, Vice President, Finance & Operations
Juan Nunez, Associate Vice President, Facilities

Architectural and Engineering Team

Architect	Kirksey
Design Architect	Gund Partnership
Civil Engineer	Martinez Moore
Landscape Architect	Kudela & Weinheimer
Structural Engineer	Ensign Haynes Whaley
MEP Engineer	Collaborative Engineering Group
Telecommunication	Datacom Design Group

2 | OVERVIEW

OVERVIEW

Sam Houston State University,
East Central Plant Expansion
2016263

PROJECT OVERVIEW

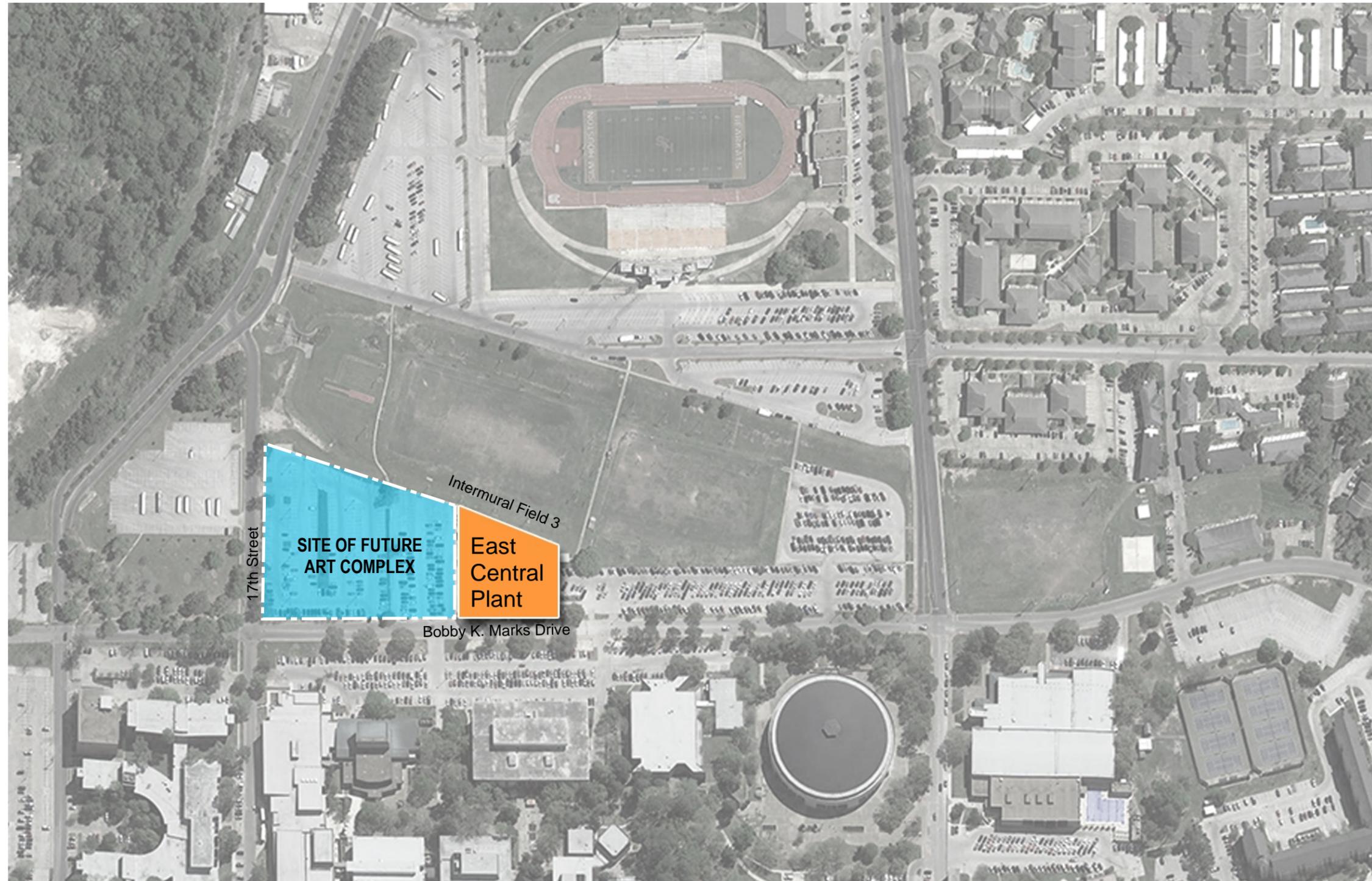
The Sam Houston State University campus is expanding with new construction throughout the campus. To meet the growing needs of the campus, additional infrastructure is needed to serve these buildings. This project is being completed in conjunction with the Art Complex which will be constructed adjacent to the East Central Plant.

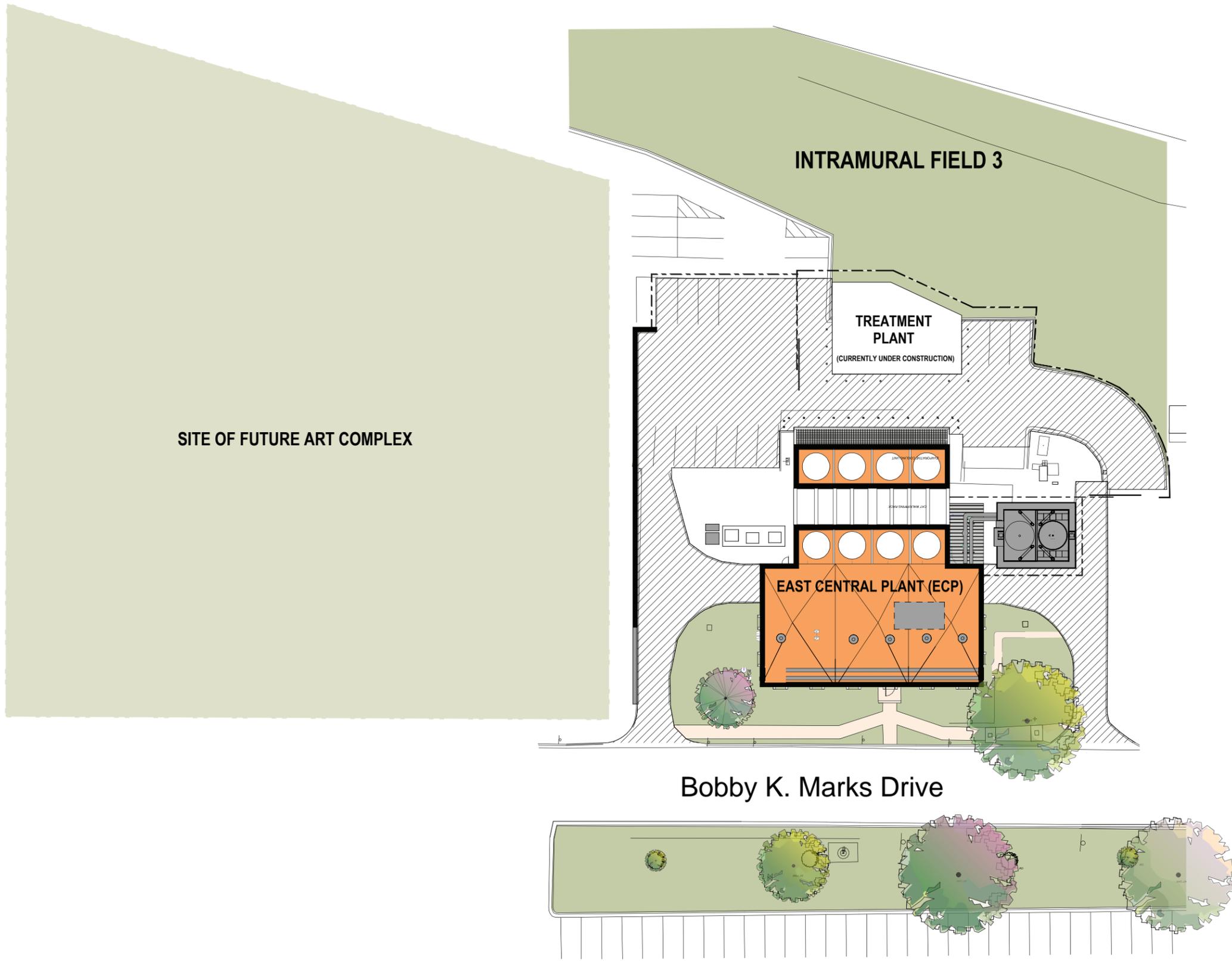
This project consists of providing a new 1800 ton chiller system that will be situated inside the existing East Central Plant. The East Central Plant was planned for future growth, and this project will utilize the space provided. A new 1800 ton cooling tower will be provided on the outside near the new chiller system. A building automation system currently exists in the building, and the new equipment will be linked into this system.

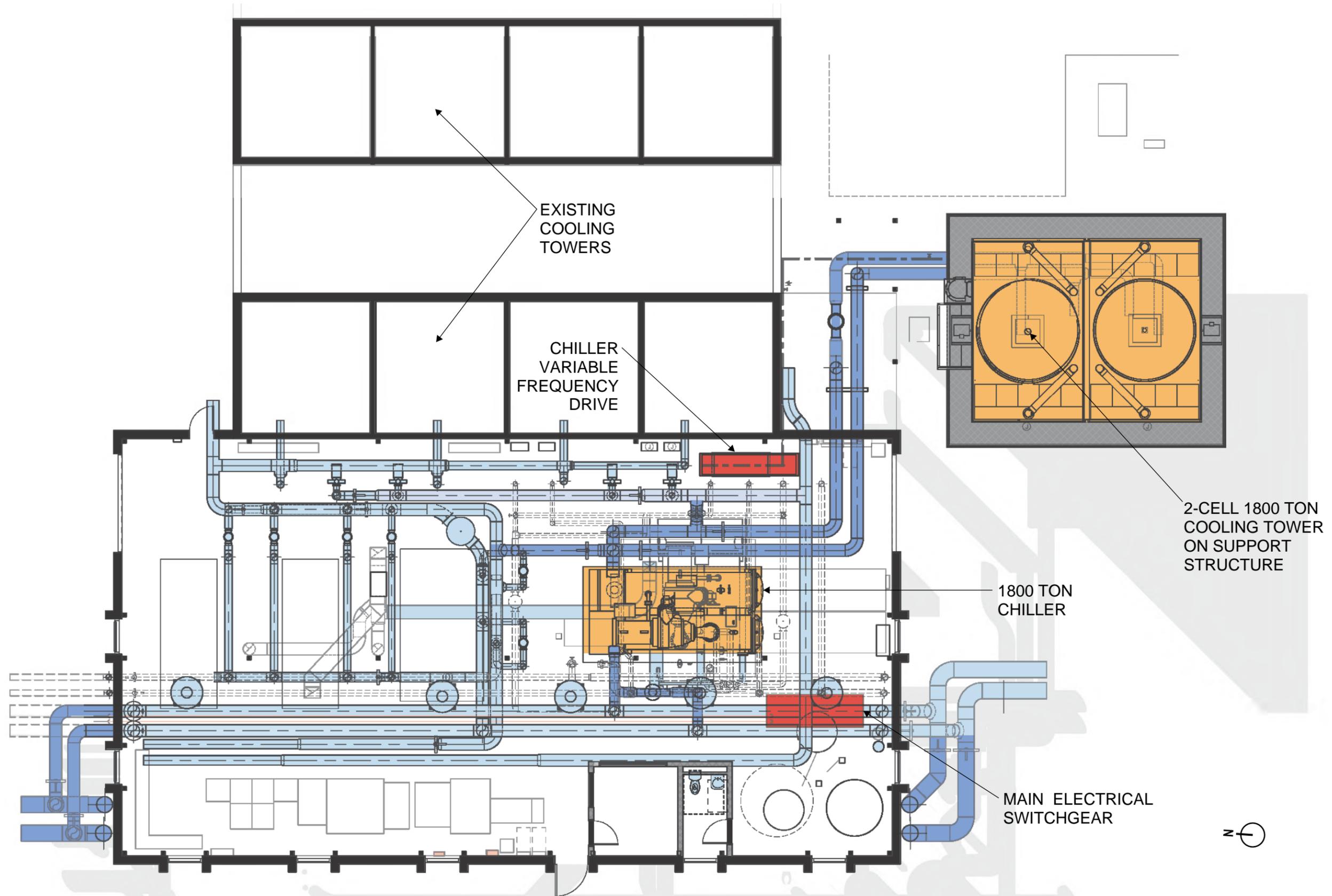
In addition, the scope of this project includes providing an expansion to the campus chilled water and electrical distribution systems. The chilled water distribution will upsize the existing chilled water pipes, and provide a bypass around the East Central Plant to complete a loop around the campus. New additional electrical service will be provided to the building to accommodate the additional equipment. This will be accommodated by new electrical lines routed from an existing substation on the north side of the campus, and will additionally support the new Art Complex.

The electrical service will connect to a new pad mounted transformer located on the north side of the building and a new switchgear system located inside the existing building.

3 | DRAWINGS







4 | NARRATIVE

NARRATIVE

Sam Houston State University,
East Central Plant Expansion
2016263

Architectural Narrative

Building/Project Statistic

The East Central Plant consists of an existing building with chillers providing a peak capacity of 4200 tons, and firm capacity of 2400 tons of cooling capacity on the campus located along Bobby Marks Drive. This scope of work consists of providing much needed utility infrastructure to the growing campus. The infrastructure includes a new chiller, cooling tower and switchgear. The building was originally designed with future growth in mind. Previously, portions of the hot water heating system were removed. In order to create additional space in the plant, the remaining piping and appurtenances will be removed.

A new screen wall will be provided as a buffer for the East Central Plant and future Art Complex on the north side of the facility. The roof will need to be patched and repaired after mechanical equipment is installed.

DESCRIPTION OF MATERIALS, SYSTEMS AND EQUIPMENT

- Masonry
 - Sam Houston blend masonry for screen wall
 - Gray Mortar
- Unit Masonry
 - CMU for screen wall
- Cast Stone
 - Cap for retaining wall/screen wall
- Modified Bituminous Sheet Air/Moisture Barrier
 - Grace Perm-A-Barrier VP fluid applied weather barrier system or Tyvek Fluid Applied WB
- Roofing
 - Roofing patching from installation of exhaust fans and pipe supports
 - Curbs and flashing
- Flexible Flashing
 - Shelf-Adhesive flashing 40mil
- Joint Sealants
 - Masonry control joints

- HDPE Chilled Water Piping
- PVC Conduit
- Red Dye Concrete (ductbank encasement)

Civil Narrative

General

Sam Houston State University will be constructing new utility extensions from the existing East Central Plant to the north. The improvements at the East Central Plant will include a new connection to the campus infrastructure, new chillers, pumps, and a new 1800-ton cooling tower near the southeast corner of the plant. The utility extensions will consist of new chilled water supply and return lines and a new electrical duct bank that will be labeled circuits 9 and 10. These new extensions are being constructed to add additional needed capacity to the campus cooling system as well as electrical capacity to the campus electrical grid. There is an existing Right-of-Way (ROW) and 17-foot utility easement along Bobby K Marks that extends from the south side of the East Plant north to the north side of 17th street. The proposed utility extensions will be routed to the east side of this ROW and easement.

The new chilled water will connect to the existing plant and proceed north along the east side of Bobby K Marks Drive/Avenue H and then turn to the west to run along the south side 17th Street, crossing Avenue I/Ron Randleman Boulevard, where it will be connected to the newly extended chilled waterline system valve box along the north side of the parking garage near the Lowman Student Center. Currently, there are two Options A & B that are being explored at the plant point of connection. Further field investigation is required on the interior to determine the most viable and cost effective point of connection.

The new electrical duct bank will be connected at the East Central Plant and proceed north along the east side of Bobby K Marks and will cross Bobby K Marks Drive at the northwest corner of Parking Lot Z2-07. At that point it will tie into a new manhole and then cross Bobby K Marks and tie into Manhole #4. The line will then cross 16th Street/Bearkat Blvd. and tie into a new manhole at the southeast corner of Bobby K Marks and 16th Street/Bearkat Blvd. and then turn north and tie into Manhole # 2 and continue north to a new proposed Manhole # 1A. The final Point of Connection will be the main substation.

The purpose of this narrative is to identify the existing site conditions and constraints, and present the most viable proposed utility extension routes that minimize tree removal and site remediation.

Existing Site

The proposed site consists of parking lots, streets and mature landscape areas. The route along Bobby K Marks Drive will be through the existing parking lots parallel to the roadway and outside of the Right-of-Way since this is a City of Huntsville street. The new chilled water lines will turn west at 17th Street and parallel the street along the south side across Avenue I to the Lowman Student Center parking garage point of connection. This alignment will have the least interference with existing trees. The electrical duct bank will extend along the same parallel path to the north and turn west at 16th Street/Bearkat Boulevard. The portion of the site between 17th and 16th Street will have the most sensitivity as far as tree removal and protection. The design team has already met with the University arborist on site and we provide a tree survey and protection plan showing which trees can be removed and which trees need to be protected. There are several existing utilities along and within Bobby K Marks Drive, 17th Street and 16th Street/Bearkat

Boulevard. The new utility extensions will show these utilities and will be routed around and under whenever possible. Any potential conflicts with franchise utilities or City of Huntsville utilities have been coordinated through the design and construction phases.

Grades

The project site generally drains to the north and east. The East Central Plant is located just south of a high point of approximately 418 feet in Bobby K Marks Drive. The proposed utility extensions will generally follow the existing topography along their alignments.

The new cooling tower will be located near the southeast side of the East plant and will require some minor grading.

Site Utilities

Proposed Chilled Water Supply and return

The current design consists of two 24-inch chilled water lines. The design and construction consists of approximately 1676 (x2) linear feet of pipe that will be routed around the East Plant to the east and then turn back towards the west and tie into the existing lines. There will be an estimated and assumed 4 valves boxes for each line along the route. The type of valves will be Ground hog, direct bury, butterfly valves. Details of the valves and type of pipe material and trench backfill material required will be conveyed through the MEP design narrative and details. There will be approximately 5,300 cubic yards of excavation. The civil design will show the planned route and profile the length of the pipe to show the proposed underground route design under streets, and near existing utilities. There will be approximately 15,000 square feet of asphalt pavement demolition and final trench backfill and utility trench patching once the utilities have been installed.

Proposed Electrical

The design consists of six, 6-inch conduits, 3 conduits wide by 2 conduits tall, concrete-encased, ductbank of approximately 2,000 linear feet each from the East Central Plant to the point of connection at the existing substation north of 16th Street/Bearkat Boulevard at Avenue I/Ron Randleman Drive. There will be approximately 7 manholes along the alignment spaced at approximately 300ft. There will be approximately 2,000 cubic yards of excavation for the trench. The details of the type of duct bank material and configuration required will be conveyed through the MEP design narrative and details. The civil design indicates the planned route and profile the length of the ductbank showing the proposed underground route design under streets, and near existing utilities. There will be approximately 8,000 square feet of asphalt pavement demolition and final trench back fill and utility trench patching once the utilities have been installed. There will be approximately 3,000 square feet of 4-inch concrete sidewalk removal and replacement for the electrical ductbank along Colony Park.

Proposed Sanitary Sewer

The new cooling tower will require a 6-inch sanitary line connection that will be routed to the south to tie into the existing sanitary manhole. This will be approximately 75 linear feet.

Product type

- Trench Backfill Material
- Soil stabilization
- Asphalt pavement
- Concrete Encasement

Landscape Narrative

The extent of the Landscape scope related to the East Central Plant will be limited to the necessary landscape screening of ground mounted equipment, the repair and replacement of lawn areas disturbed by construction and the installation of new sod turf where existing paving has been removed.

The placement of new underground utilities along Bobby K. Marks Blvd., 17th Street, and to the north of the existing parking lot on 16th street will require tree protection measures to maintain the health of select trees as well as the removal of others. Each tree that is to be removed will be replaced with 3 to 5 - 2" to 3" caliper trees and will not compensate for the total caliper inches lost. A landscape plan will show these quantities once there is a clear idea of the impact to the existing trees.

Drip irrigation will be used at planting areas required for screening. Bubblers irrigation will be required for new trees. Lawn area will require temporary irrigation until the lawn is established.

Applicable Codes/ Standards

Sam Houston State University Landscape Standards

Water Conservation Design Standards, State Energy Conservation Office - For State Buildings and Institutions of Higher Education Facilities (SECO)

Structural Narrative

Design Criteria

1. The structure is designed in accordance with the International Building Code, 2015 edition, as well as University and System requirements.
2. The design gravity loads are as follows:

Superimposed dead loads:
Mechanical As Required by Equipment
3. The structure is designed to withstand the wind pressures specified in Chapter 16, Section 1609, of the International Building Code, 2015 Edition, using Building Risk Category III, Exposure Category "B" and using an "ultimate" Basic Wind Speed of 120 miles per hour at a Standard Height of 33 feet above the ground.

Foundation System

1. Foundations for structural loads will be drilled, underreamed piers. There will be 8 – piers with a shaft diameter of 30 inches and a bell diameter of 60 inches, bearing at an elevation of about 387 feet above sea level or lower. (See survey for approximate elevation of existing grade.) Grade beams and plinths will be required around the perimeter of the cooling tower above the piers, capped with a 6 inch concrete slab. Refer to the survey for approximate slopes. Plinths will be formed on top of the drilled piers for the stanchions.
2. An existing housekeeping pad that was used for a boiler will be demolished and removed. An 8 inch thick new reinforced concrete housekeeping pad will be installed to support the new chiller. The plan size of the new pad will be 2 feet larger than the chiller's largest dimensions in both directions.
3. A new sound barrier wall will be required, consisting of 12 inch thick reinforced concrete masonry with a masonry or stone veneer. One of the above foundations systems will be used to support the wall. The wall will be supported on a 24 inch wide x 36 inch deep

grade beam on 30/60 piers bearing at elevation 387 feet above sea level. (See survey for approximate elevation of existing grade.)

Superstructure – Cooling Tower and Stanchions

1. Galvanized structural steel beams, columns and braces.
2. Height of top of steel at cooling tower is approximately 10 to 11 feet above existing grade. Columns will bear about 12 inches below final grade.
3. Chevron wind braces will be required on all sides and horizontal bracing will be required in the plane of the cooling tower basin. Beams will cantilever out on all sides to support grating and additional framing for a service platform.

Mechanical, Electrical, and Plumbing Narrative

Building/Project Statistic

The mechanical scope of work consists of adding chilled water capacity to the existing East Central Plant. A new 1800 ton chiller will be installed inside the plant, in an area previous occupied by heating system equipment which has already been removed. A new 1800 ton cooling tower will be provided in an area adjacent to the existing cooling tower. New condenser water piping dedicated to the new cooling tower will be routed inside the building. A new condenser water pump will be provided on the slab in the existing chemical treatment area. A new chilled water pump will be provided inside the building. The existing chilled water distribution header will be reused.

The plant is currently under positive pressurization, which is no longer permitted by code. Positive pressurization fans on the roof will be removed and replaced with exhaust fans to provide minimum required ventilation under normal operation. The emergency ventilation system will be expanded to accommodate exhaust near the new chiller. The existing refrigerant detection system will be removed and a new system provided to accommodate new and existing chillers. New chiller refrigerant relief line will be routed to the roof.

The plant has an existing building automation system by Schneider Electric. New control points from the new equipment will be added to the existing system.

The mechanical scope of work also provides an expansion of the campus chilled water distribution system, upsizing buried chilled water pipes and reconnecting to existing buildings, and providing a bypass around the East Central Plant to complete a loop around the campus. This bypass shall call for 24" buried HDPE chilled water supply and return piping to be routed around the east side of the building.

Description of materials, systems and equipment

Conceptual Description

- Chiller
 - Carrier is Basis of Design. JCI/Trane/Daikin alternatives.
 - 1800 tons nominal. 42/56 F water.
 - 480V power with remote variable speed drive.
 - Efficiency shall be sufficient to meet or exceed the 17% increase above required Energy Code efficiency to allow the Arts Complex Building to avoid the need for economizers.
 - Isolate on neoprene pads.
 - Provide air/dirt/water separator at inlet. Provide automatic isolation valve, manual isolation valves, pressure and temperature gauges.

- Cooling Tower
 - Marley is Basis of Design. BAC/Evapco alternates.
 - 1800 tons nominal (2 cells, 900 tons per cell). 96/86 F water at 78 F wet bulb.
 - Stainless steel prefabricated tower, crossflow, mounted on supports designed by structural engineer.
 - Fans on variable speed drive.
 - Fan deck shall be isolated. Set on neoprene pads.
 - Provide automatic isolation valve, manual isolation valves, and temperature gauges.
 - Provide a bypass connection with modulating valve. Provide water fill valves (automatic and manual).
 - Provide electric basin heaters.

- Condenser Water Pump
 - B&G is Basis of Design. Armstrong/Aurora/Grundfos/Patterson/Peerless/Taco alternates.
 - Vertical inline with variable speed drive.
 - 5400 GPM, 150 HP, 480V. Provide Aegis rings and ceramic bearings.
 - Vibration isolation pipe connectors.

- Chilled Water Pump
 - B&G is Basis of Design. Armstrong/Aurora/Grundfos/Patterson/Peerless/Taco alternates.
 - Vertical inline with variable speed drive.
 - 3600 GPM, 150 HP, 480V. Provide Aegis rings and ceramic bearings.

- Vibration isolation pipe connectors.
- Condenser Water Pipe
 - Schedule 40 steel, welded.
 - Butterfly valves, flanged.
 - Support on stanchions outside building. Support from overhead structure inside building.
 - Protect exterior pipe with aluminized coating, Polyguard or equal.
- Chilled Water Pipe, Above Grade
 - Schedule 40 steel, welded.
 - Butterfly valves, flanged.
 - Support from overhead structure inside building.
- Chilled Water Pipe Insulation
 - Foamglass with aluminum jacket.
- Chilled Water Equipment Insulation
 - Elastomeric on chiller tube bundles.
 - Foamglass block with aluminum jacket on chilled water pump, air/dirt/water separator.
- Exhaust Fans
 - Propeller roof ventilators w/ direct drive.
- Refrigerant Detection System
 - Vulcain, separate zoning per chiller, integrated with building automation system.
- Building Automation System
 - Existing system is Schneider. Expand existing system.
 - Modify graphics.
 - New points and equipment connections shall be BacNET objects.
- Variable Speed Drives
 - ABB is Basis of Design. Danfoss/Eaton/Toshiba/Yaskawa alternates.
 - Harmonic distortion shall not exceed 5%.
 - Provide bypass on pump drives.
- Chemical Treatment
 - Expand existing cooling tower chemical treatment system. Provide new pump/meter and expand existing control board to provide separate injection metering system for new condenser water loop.

- Chilled Water Pipe, Below Grade
 - HDPE pipe, DR 11.0, pressure rated for 160 psi. Pipe and butt heat-fusion molded fittings shall be by same manufacturer.
 - In-ground butterfly chilled water valves, Henry Pratt Groundhog or equal, stainless steel trim and shaft with cast iron disc and Buna-N seat, epoxy coated.
 - Provide with tracer wire system.
 - Direct bury piping on compacted fill and provide graded Gilsulate at valves and fittings, and between piping to prevent loss of delta T.

Applicable Codes

International Building Code 2012 edition
 International Mechanical Code 2012 edition
 ASHRAE 90.1 as adopted by State Energy Conservation Office

Electrical Narrative

Electrical Utilities

ELECTRICAL SERVICE – Electrical service to the East Central Plant will be routed from the existing utility substation via new concrete encase ductbank equipped with six (6) 6” PVC, Schedule 40 conduit. Two (2) of the conduits are spare. Two (2) new sets of 15kV feeder conductors (labeled as circuits 9 and 10) are to be routed from utility substation to a new two-circuit interrupter switch outside of the East Central Plant. To keep each feeder segregated, circuit 9 will be routed through a spare conduit in the existing ductbank and circuit 10 will be routed through the new ductbank. Refer to *Civil Narrative, Site Utilities* for the number of manholes required between the substation and East Central Plant. The switch shall serve one (1) pad-mount 3000kVA, 13.2kV:480/277V, 3 phase, 4-wire stepdown service transformer.

15kV CABLE AND FITTINGS – All cable shall be copper EPR 133% MV-105, with copper tape shield. All cable terminations in manholes will use elbow splices. Cable terminations will be made with dead break, pre-molded, dead front, and submergible elbow terminators. All cables shall be hi-pot tested prior to and after installation.

15 KV LOAD INTERRUPTER SWITCHES - One (1) new 2-circuit switch shall serve the pad-mounted transformer. The switch shall be S&C type PME-6 to match campus standards. The switch main bus shall be copper and rated for 600A and the ground bus shall be copper and rated for 600A. The switch shall be dual circuit type. The switch shall utilize vacuum breaker technology. The switch shall have load break elbows connections. The switch shall be fed with two #4/0, 15kV circuits. Provisions will be made to accommodate for future service transformer connection serving the future Arts Complex building.

15KV FUSES - Fuses shall be current limiting power type.

15 KV PAD-MOUNTED TRANSFORMER –A single pad-mounted transformer will be provided to serve the new chiller, cooling tower, and associated motor loads. The transformer shall have copper windings with biodegradable dielectric coolant (Envirotemp(FR3), BioTemp, or approved equal). The transformer primary lugs shall utilize load break elbow termination. The transformer shall have lightning arrestors. The transformer shall be fed from the 2-circuit switch. The transformer shall be rated for 3000kVA, 13.2kV:480Y/277V, 3-phase, 4-wire. The transformer will serve the new switchgear. The transformer shall have a digital electronic meter equipped with capabilities to communicate all metering data via the campus energy monitoring system network.

The meter shall be owner furnished and contractor installed. Meter shall meter the primary side of transformer.

Interior Electrical Distribution System

LOW VOLTAGE DRAWOUT SWITCHGEAR - One switchgear lineup will be provided: A 5000A switchgear will serve the building and part of the mechanical yard. The switchgear shall be rated for 480Y/277V, 3-phase, 4-wire, solidly grounded wye system. Switchgear shall be metal enclosed, drawout type. Switchgear shall have main circuit breaker and copper bus. Switchgear shall have SPD, metering provisions, and equipped with an arc flash setback switch. Switchgear shall serve new chiller, cooling tower, and associated motor loads.

LOW VOLTAGE CONDUCTORS AND CABLES - All wire shall be installed in conduit. All wire shall be copper stranded type THHN/THWN-2. All wire shall be tested prior to energizing.

SHORT CIRCUIT ANALYSIS/COORDINATION AND ARC FLASH STUDY - A complete short circuit analysis, protective device coordination study, emergency power system selective coordination study, and arc flash and electrical hazard studies shall be performed by the contractor.

Electrical Grounding

All bonding and grounding shall be installed in accordance with the NEC. The grounding electrode system will be designed in accordance with the National Electrical Code requirements. System resistance to ground will be 5.0 ohms or less. A complete low-impedance grounding electrode system will be extended to the existing East Central Plant grounding system. The equipment grounding system will extend from the building service entrance equipment to the branch circuit. Grounding system connections to the existing electrode system will be made using exothermic welds.

Neutrals will be bonded to the system ground bar within the switchgear assembly by a removable bus bar link. All feeders and branch circuits will be provided with an equipment ground conductor. A separate, insulated equipment grounding conductor, sized per National Electrical Code, will be provided within each raceway with each end terminated on a suitable lug, bus, enclosure, or bushing.

Conductors and Raceways

Branch-circuit conductors shall have colored insulation. Larger conductors shall be taped with the appropriate color tape for a minimum 6 inches starting from the termination. Each conductor of a multiconductor cable shall be color coded in the same manner as single conductors. Use of colored insulation for larger conductors is also acceptable. Color coding for power conductors shall be as follows:

<u>Power Conductor</u>	<u>480/277V</u>
Phase A	Brown
Phase B	Orange/Purple (Match existing university design standard)
Phase C	Yellow
Neutral	Gray
Ground	Green

Conduit shall be metallic to provide a redundant ground path. PVC conduit, Schedule 40 may be used in underground applications and shall be used in concrete duct-banks.

The minimum conduit size shall be ¾" except for flexible conduit. Surface-mounted conduit shall be IMC or RGS with threaded couplings. Flexible metal conduit shall be used for lighting fixture connections (from junction boxes to individual light fixtures and maximum of 6 foot length to each fixture) and for connections to equipment (3 foot minimum, 6 foot maximum) subject to vibration, noise transmission, or movement. Liquid-tight flexible metal conduit (3 foot minimum, 6 foot maximum) shall be used for motor connections.

All above-ground conduits shall be installed parallel with the building features. Conduit shall not be installed in concrete structures. All service and feeder conduits shall be marked with machine-made labels every 5 ft indicating their use. All conduits shall be supported independent of other systems and equipment and shall be supported with approved devices. Conduit shall not be run exposed on top of roof surfaces.

Light Fixtures and Controls

Light fixtures and lighting controls in the East Central Plant are existing to remain. Existing light fixtures will be relocated, as required, to accommodate new equipment and piping installations. New fluorescent light fixtures will be installed, as required, matching existing luminaires. All ballast shall be electronic type with 10% THD with high lumen output. Lighting power densities and controls shall comply with ASHRAE 90.1-2010 edition.

Wiring Devices

All receptacles and switches shall be specification grade 20A and white in color. Coverplates in areas shall be stainless steel. Provide GFCI wiring devices at all locations. Provide weatherproof covers at all exterior locations.

Lightning Protection Systems

The East Central Plant is not equipped with a lightning protection system. Adding a new lightning protection system for the East Central Plant is excluded from this installation.

Fire Alarm System

The existing fire alarm system is existing to remain.

General Electrical Information

GENERAL – The intent is to furnish an outline of the basic scope of the work and the material, labor, equipment and services which can be identified prior to preparing detailed documents for the East Central Plant on the Sam Houston State University campus.

The basic scope of electrical work shall include the furnishing and installation of the following equipment and/or systems:

- Main Electrical Service
- Main Service Entrance Switchgear
- Mechanical Equipment Power Connections
- Wiring Devices and Lighting Fixtures
- Lighting and Power Circuitry
- Fire Alarm System

All electrical work shall be installed in complete accordance with the National Electrical Code and all applicable federal, state and local codes and regulations. All systems and wiring will be tested. Fire stopping shall be provided at all rated walls.

ELECTRICAL RACEWAYS AND FITTINGS - All raceways within East Central Plant and exterior areas shall be Rigid Galvanized Steel (RGS). Junction and device boxes shall be hot-dipped galvanized steel or malleable iron and shall be compatible with the raceway system. All 15kV service feeders and 480V services will be provided in concrete encased ductbanks per campus standards.

ELECTRICAL CONNECTIONS FOR EQUIPMENT - All connections shall be coordinated with all other trades for installed equipment requiring electrical power.

MISCELLANEOUS ELECTRICAL CONTROLS AND CONTROL WIRING - Furnish power wiring complete with conduit and necessary accessories to all motors and other equipment. All wiring requirements shall be coordinated with all mechanical, security, and all other disciplines.

LOW VOLTAGE VOLT FUSES - All fuses shall be current limiting type.

SAFETY AND DISCONNECT SWITCHES – Furnish and install disconnects at each equipment location as required. Size to match the equipment rating and the circuit characteristics of the equipment. Disconnect switches shall be heavy-duty, lockable type.

MOTOR STARTERS - For individually controlled and motor control center controlled motors, provide a starter or combination circuit breaker protective device with starter as required, complete with HOA control device, on/off pilot lights, 120V control voltage, and 2 - normally open/2 - normally closed auxiliary contacts.

SURGE PROTECTION DEVICES (SPD) - An ANSI/IEEE Standard C62.41 Category C3 SPD shall be provided at the main service switchgear.

Applicable Codes and Standards

NFPA 70 – National Electrical Code (NEC) – 2014 Edition
NFPA 72 – National Fire Alarm Code, 2010 Edition
NFPA 72 – National Fire Alarm Code, 2010 Edition
NFPA 101 – Life Safety Code, 2012 Edition
NFPA-780 – Lightning Protection Code, 2008 edition
International Building Code (IBC), 2012 Edition
ASHRAE 90.1 – 2013 Edition
Sam Houston State University Design Standards – February 2017
NFPA 70E - Electrical Safety in the Workplace, 2009 Edition
Occupational Safety and Health Act (OSHA)
State Energy Conservation Office (SECO)
Latest editions of applicable ANSI, IEEE, NEMA and UL standards

Plumbing Narrative

Building/Project Statistic

The plumbing scope of work consists of accommodating mechanical expansions to the existing East Central Plant. A new cooling tower will be provided in an area adjacent to the existing cooling tower. This new cooling tower will be provided with a new water connection for makeup, and new sanitary connections for main drain and overflow drainage.

Existing floor sinks and drains inside the plant will be reused.

Description of materials, systems and equipment

- Domestic Water Pipe
 - Below grade: Type K copper, wrought copper fittings and brazed joints, in polyethylene encasement.
 - Above grade: Type L copper, wrought copper fittings and brazed joints.
 - Valves: Brass ball, two piece, stainless steel ball with full port.
 - Support on cooling tower structural supports outside building.
 - Provide cooling tower fill flow meter with BacNET connection to Building Automation System.
- Sanitary Pipe
 - Cast iron, hub and spigot.
 - Support on cooling tower structural supports outside building.
 - Provide cooling tower drainage flow meter with BacNET connection to Building Automation System.
- Domestic Water Pipe Insulation
 - Foamglass with aluminum jacket.
 - Provide heat trace tape for exposed piping.
 - Protect exposed pipe with aluminized coating, Polyguard or equal.

Applicable Codes

International Building Code 2012 edition
International Plumbing Code 2012 edition
OSHA Standards
Texas Accessibility Standards and the Americans with Disabilities Act (ADA)

Telecommunications Narrative

Building/Project Statistic

The structured cabling system for IT (voice and data) to support the technology for the project consists of the spaces, pathways, low voltage cable, and cable connectivity. The design is based on the most current ratified ANSI/TIA standards for cable conveyance and proposed standards for horizontal Category 6 cabling, in conjunction with these standards, information from the Information Technology staff has been gathered to address specific connectivity and application requirements of this facility. The technology structured cabling system is designed to address the facilities requirements and future growth.

Electronic Security

General Description

The project will have electronic security systems including access control, intrusion detection, and infrastructure for future surveillance cameras.

- **Electronic Access Control:** This system replaces the typical mechanical key controlled door lock with a door locking system that uses an access card as the access credential. The system includes an electric door-locking mechanism, card reader located adjacent the door, door status sensor, door prop alarm and a request to exit device. The system will be equipped with a Ccure 9000 that is an extension of the existing campus system maintained by University PD. The system will include, but not be limited to:
 - **Lockdown Control:** On command, this system will lock all exterior doors during an emergency.
 - **Intrusion Detection System:** This system monitors areas for unauthorized entrance or intruder. This system can consist of motion sensors, door status sensors, glass break sensors and one or more control keypads. The keypad is used to arm/disarm system by entering a numeric code on the keypad.
 - **Surveillance:** IP Cameras and Video Management System (VMS) active components by Owner. UTP cabling for IP cameras shall be pulled, terminated, and tested by Telecom Contractor

5 | OPERATION COST

OPERATION COST

Sam Houston State University,
East Central Plant Expansion
2016263

Mechanical, Electrical and Plumbing

Collaborative Engineering Group performed an energy study to determine the energy consumption of the equipment added to the East Central Plant. The following assumptions apply to this exercise:

- As the equipment added to the plant is the newest and most efficient available to the university, its use is the most economical. The chiller and cooling tower are therefore assumed to be fully loaded at all times. It is assumed that adequate campus load exists to load the chiller even when most of the school's functions are closed.
- An average electrical rate of \$0.05/kwh and an average water rate of \$5 per 1000 gallons was assumed.

The study predicts that the new functions of the plant will consume 5,807,880 kWh and 9,719,498 gallons of water annually. These equate to \$290,394 in annual power consumption and \$48,597 in annual water usage, or a total of \$338,991 in operating expenses. These expenses do not factor in sewer charges, maintenance and repair costs, or plant overhead.

6 | COMPARATIVE COST

COMPARATIVE COST OF SIMILAR PROJECTS

Sam Houston State University,
East Central Plant Expansion
2016263

SHSU – East Central Plant Expansion

New chiller, cooling tower, transformers, switchgear, buried chilled water and electrical lines.

Architect:	Kirksey
Project Size:	5242 sq. ft.
Project Cost:	\$6.99 million
Completion Date:	Spring 2018

Lamar University

This project consisted of a new chiller, new electrical site work and buried chilled water piping. The only big difference is this project included a 3,757sqft building addition.

Architect:	Gensler
Project Size:	7,453 sq. ft.
Project Cost:	\$6.6 million
Completion Date:	January 2018

University of Houston – Health & Biomedical Sciences Complex Central Plant

New construction, central plant that serves two lab buildings. This cost includes the building but this project does not include site piping or electrical work.

Architect:	Shepley Bulfinch
Project Size:	4,502 sq. ft.
Project Cost:	\$5.02 million
Completion Date:	Spring 2017

7 | ENVIRONMENTAL IMPACT

ENVIRONMENTAL IMPACT

Sam Houston State University,
East Central Plant Expansion
2016263

Civil

The existing site consists of primarily paved asphalt parking, asphalt streets and concrete sidewalk. One area has landscaping and trees along the path of the new proposed electrical duct and the design team and the university arborists have walked the path and determined damaged or diseased trees that can be removed during construction. All viable trees have been identified and will be protected as required during construction. Erosion and sedimentation measures such as silt fencing and inlet protection will be provided downstream of the trench operations to insure storm water pollution from construction operations is minimized and kept within current regulatory standards.

Rainwater harvesting is not required for this project as the entire new roof structure is less than 5000 square feet.

Mechanical, Electrical and Plumbing

The new mechanical and electrical systems inside the East Central Plant will be designed to the ASHRAE 90.1-2013 code requirements. Chiller efficiencies will exceed code requirements by 17%, which will allow the future Arts Building to eliminate economizers; economizers are expensive and a poor application for that facility. No boilers or natural gas consuming appliances are included in the project.

Condenser water for the chillers will be provided by new cooling towers located outside the plant; the cooling towers will be selected for energy efficiency and low noise generation. The existing condenser water chemical treatment system will be expanded, but the types of chemicals used in the plant will not change.

8 | COST ESTIMATE

COST ESTIMATE

Sam Houston State University,
East Central Plant Expansion
2016263

Cost Estimate Summary

Total Project Cost	\$7,414,617
VALUE MANAGEMENT 01 - Eliminate Masonry Soundwall and associated Concrete Foundations. Landscape design associated with Art Building (part of another estimate) will provide needed concealment using trees or hedges.	(\$165,000)
VALUE MANAGEMENT 02 - Chilled Water Piping and associated Trench to be brought to termination 10'-0" from North Face of East Plant (in lieu of continuing around East Face of Plant per Civil Documents).	(\$258,000)
Total Project Cost with Incorporated Value Management	\$6,991,617

Texas State University System- Sam Houston State University
Huntsville, Texas

EAST CENTRAL PLANT EXPANSION
DESIGN DEVELOPMENT ESTIMATE
COMPARISON REPORT

Date of Estimate: July 13, 2017 (Rev. 7/14/2017)

<u>DIVISION NO.</u>	<u>TOTAL \$</u> <u>Halford Busby</u> <u>7/14/2017</u>	<u>TOTAL \$</u> <u>Manhattan</u> <u>7/14/2017</u>	<u>DELTA</u> <u>\$(M-HB)</u>	<u>%Diff.</u>
DIVISION 01 - GENERAL REQUIREMENTS	-	-	-	-
DIVISION 02 - EXISTING CONDITIONS	-	-	-	-
DIVISION 03 - CONCRETE	211,075	206,866	(4,209)	-1.99%
DIVISION 04 - MASONRY	56,000	51,035	(4,965)	-8.87%
DIVISION 05 - METALS	156,115	150,000	(6,115)	-3.92%
DIVISION 06 - WOOD & PLASTICS	-	-	-	-
DIVISION 07 - THERMAL & MOISTURE	70,203	74,996	4,793	6.83%
DIVISION 08 - DOORS & WINDOWS	-	-	-	-
DIVISION 09 - FINISHES	-	-	-	-
DIVISION 10 - SPECIALTIES	-	-	-	-
DIVISION 11 - EQUIPMENT	-	-	-	-
DIVISION 12 - FURNISHINGS	-	-	-	-
DIVISION 13 - SPECIAL CONSTRUCTION	-	-	-	-
DIVISION 14 - CONVEYING	-	-	-	-
DIVISION 21 - FIRE SUPPRESSION	-	-	-	-
DIVISION 22 - PLUMBING	19,130	19,125	(5)	-0.03%
DIVISION 23 - HEATING, VENTILATING & AIR CONDITIONING	3,656,587	3,650,000	(6,587)	-0.18%
DIVISION 26 - ELECTRICAL	1,772,580	1,740,000	(32,580)	-1.84%
DIVISION 27 - COMMUNICATIONS	-	-	-	-
DIVISION 28 - ELECTRONIC SECURITY & SAFETY	16,960	15,000	(1,960)	-11.56%
DIVISION 31 - EARTHWORK	-	-	-	-
DIVISION 32 - EXTERIOR IMPROVEMENTS.....	285,554	281,792	(3,762)	-1.32%
DIVISION 33 - UTILITIES	18,100	18,100	-	0.00%
SUBTOTAL - COST OF WORK	6,262,304	6,206,914	(55,390)	-0.88%
General Conditions- per CMR	394,000	394,000	-	-
General Liability Insurance (0.695%)- per CMR	51,532	51,532	-	-
Builder's Risk Insurance- per CMR	18,120	18,120	-	-
Owner's Protective Rate- per CMR	3,225	3,225	-	-
Subcontractor Default Insurance (1.35%)- per CMR	83,793	83,793	-	-
GC Fees (3.40%)- per CMR	252,097	252,097	-	-
Payment & Performance Bond- per CMR	51,860	51,860	-	-
SUBTOTAL	7,116,931	7,061,540	(55,391)	-0.78%
Contractor Contingency (5.00%)-per CMR	355,847	353,077	(2,770)	-0.78%
TOTAL PROJECT COST - BASE BID	7,472,778	7,414,617	(58,161)	-0.78%

Design Development Estimate
SHSU East Central Plant Expansion
July 14, 2017



Description	6,560 SF
Div. 03 - Cast-in-Place Concrete	\$ 206,866
Div. 04 - Unit Masonry	\$ 51,035
Div. 05 - Steel	\$ 150,000
Div. 07 - Waterproofing & Caulking	\$ 74,996
Div. 22 - Plumbing	\$ 19,125
Div. 23 - HVAC	\$ 3,650,000
Div. 26 - Electrical	\$ 1,740,000
Div. 27 - TeleDATA	(in Elect.)
Div. 28 - Security & Access Control	\$ 15,000
Div. 32 - Site Concrete	\$ 200,500
Div. 32 - Fencing & Gates	\$ 4,592
Div. 32 - Landscaping	\$ 76,700
Div. 33 - Site Utilities	\$ 18,100
6,206,914	
General Conditions	\$ 394,000
General Liability Insurance (0.695%)	\$ 51,532
Builder's Risk Insurance	\$ 18,120
Owner's Protective Rate	\$ 3,225
Allowance for Permits	No / NIC
Subcontractor Default Insurance (1.35%)	\$ 83,793
GC Fee (3.40%)	\$ 252,097
Payment & Performance Bond	\$ 51,860
Subtotal	7,061,540
Contractor Contingency	5.00% \$ 353,077
Total	7,414,617

VALUE MANAGEMENT 01 - Eliminate Masonry Soundwall and associated Concrete Foundations. Landscape design associated with Art Building (part of another estimate) will provide needed concealment using trees or hedges. \$ (165,000)

VALUE MANAGEMENT 02 - Chilled Water Piping and associated Trench to be brought to termination 10'-0" from North Face of East Plant (in lieu of continuing around East Face of Plant per Civil Documents). \$ (258,000)

Total with Incorporated Value Management	6,991,617
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SHSU East Central Plant Expansion

		Qty	Unit	\$ / Unit	Cost
	GENERAL:				
	per Plans & Specifications (DD) dated 06.23.2017 as prepared by Kirksey Architecture.			YES	included
DD Narrative	Reference DD Narrative for Project Specific Information (Div. 00 & Div. 01).			YES	included
	PLUMBING:	1	LS	\$ 19,125.00	\$ 19,125
P2.01	Install Flow Meter.			YES	included
P2.01	Include Piping Supports and Stanchions.			YES	included
P2.01	Include Limestone Chips and Mesh Screen over Floor Sinks at Cooling Tower Drains.			YES	included
P2.01	Include Insulation and Aluminum Jackets on Domestic Water Piping Exposed to Elements.			YES	included
P2.01	Include Floor Sinks at Concrete Basins.			YES	included
P2.01	Include 6" Drain Line at Cooling Tower Sump Basin.			YES	included
P2.01	Include 2" CW Connection to New Colling Tower. Provide Tee and Separate Valved Branch to Each Cooling Tower Cell.			YES	included
P2.01	Furnish & Install New Floor Sinks. Include 6" Cast Iron Sanitary Waste Piping.			YES	included
P2.01	Demo Existing Floor Sink. Include Sawcutting associated with removal of Existing Floor Sink.			YES	included
P2.01	Connect to Existing CW Make Up Line. Extend New Line to New Cooling Tower.			YES	included
P2.01	Furnish Flow Meter.			No / HVAC	No /OK
P2.01	Construct Concrete Basins at Cooling Towers.			No / Concrete	No /OK
P2.01	Include Concrete Patch at removed Floor Sink.			No / Concrete	No /OK
				\$	-

SUBTOTAL - Div. 22 - Plumbing: 19,125

Div. 23 - HVAC

		Qty	Unit	\$ / Unit	Cost
	GENERAL:				
	per Plans & Specifications (DD) dated 06.23.2017 as prepared by Kirksey Architecture.			YES	included
DD Narrative	Reference DD Narrative for Project Specific Information (Div. 00 & Div. 01). Reference "MECHANICAL" Portion of Narrative.			YES	included
	UTILITY PLANT SCOPE:				NA
DD Narrative	Reference "CIVIL" Portion of Narrative for information pertaining to your work. Narrative indicates approximately 15,000 SF of asphalt pavement demolition.			YES	included
	include mechanical Demomom per mechanical Demo Plan. Remove Existing Heating Hot Water Piping and Piping Accessories. Remove Existing Hot Water Piping to Floor Level. Include Cap & Seal at Pipe Ends. Remove Existing Hot Water System Air Separator and associated Supports. Demo Existing Boiler Vent. Remove Existing Hot Water Expansion Tank. Remove Piping to Tank. Remove Pump and Controls. Remove Existing Supply Fan on Roof. Remove Sections of CHS/CHR. Cap & Seal CHS/CHR.			YES	included
M1.00	Include Connections of New 18" Chilled Water Piping to Existing. Coordinate Timing with Campus.			YES	included
M1.01	Relocate Existing Make Up Water Tank. Extend Cold Water line to New Location per Sheet M1.01. Relocate Chilled Water Make Up Pump and reconnect Piping.			YES	included
M1.00	Connect New Exhaust Duct to Existing Purge System.			YES	included
M1.01	Extend New Duct with Manual Volume Damper. Install Manual Volume Damper in Existing Exhaust Duct.			YES	included
M1.01	Expand Existing Condenser Water Treatment System. Include New Metering Pump, Sensor Probe and Taps.			YES	included
M1.01	Include Emergency Condenser Water Bypasses with Manually Operated Valves.			YES	included
M1.01	Replace Existing Refrigerant Monitor System.			YES	included
M1.01	Include Condenser Piping. Include Drain Pans above Electrical Gear.			YES	included
M1.01	Include 3" deep Galvanized Steel Drain Pan per Note 42.			YES	included
T2.30	Include BAS Controls and Monitoring.			YES	included
M1.01	Include Fire Caulking associated with Penetrations for your work.			YES	included
M1.01	Provide Sleeves associated with your work.			YES	included
P2.01	Furnish Flow Meter.			YES	included
P2.01	Install Flow Meter.			No / Plumbing	No /OK
M1.01	Include Weatherproof Caulking associated with Penetrations for your work.			No / WP	No /OK
M1.00	Include Asbestos Abatement associated with Mechanical Demo.			No / Owner	No /OK
	TRENCHING SCOPE:				NA
	Construct Chilled Water Supply and Return Lines. Include Excavation and Backfill of Trench Work. Include Removal of Pavement / Landscaping within the Path of your work. Include Valve Boxes. Chilled Water Lines are 24" diameter x2.			YES	included
C-500	Chilled Water Pipe, Below Grade is to be HDPE Pipe, DR 11.0 pressure rated for 160 psi. Use butt heat-fusion molded fittings.			YES	included
DD Narrative	Connect New 24" CHS and CHR to Existing 24" CHS & CHR Valved Stubs below Grade.			YES	included
M1.01	Include Hot Tap to Existing Water Supply.			YES	included
M1.01	Include Trench Safety. Include Covers for work in the Street associated with your trade.			YES	included
C-000				YES	included

SHSU East Central Plant Expansion

		Qty	Unit	\$ / Unit	Cost NA
	COOLING TOWER:				
M1.01	Provide New 2 Cell 1800 Ton Stainless Steel Cooling Tower on Supports per Mechanical Schedules (M8.00). Include Platform with Railing.			YES	included
M1.01	Include Variable Frequency Drives on Unistrut Supports at Cooling Tower. Include Variable Frequency Drives on Unistrut Supports at Chilled Water and Condenser Water Pumps.			YES	included
S2.10	Include Steel Framing associated with Cooling Tower.			No / Div. 05	No / OK
DD Narrative	Reference "STRUCTURAL" Portion of Narrative. Include Galvanized Structural Steel Beams, Columns and Braces. Include Wind Braces.			No / Div. 05	No / OK
M1.01	Include Condenser Water Supply and Return.			YES	included
M8.00	Identify the Name of the Manufacturer carried in your budget for the Cooling Tower.			INFO	Marley included
	MAJOR EQUIPMENT:				NA
M1.01	Provide New 1800 Ton Chiller per Mechanical Schedules (M8.00).			YES	included
M1.01	Include New Chiller Variable Frequency Drive.			YES	included
M1.01	Include Chiller Water Supply and Return.			YES	included
M1.01	Include Condenser Water Pumps per Mechanical Schedules (M8.00).			YES	included
M1.01	Modify Existing Emergency Refrigerant Evacuation Exhaust System. Replace Fan Motor.			YES	included
M1.01	Include New Vertical Inline Chilled Water Pump.			YES	included
M1.02	Include New Exhaust Fans per Mechanical Schedules (M8.00). Include Curb Adaptors as required.			YES	included
M8.00	Identify the Name of the Manufacturer carried in your budget for the Chiller.			INFO	Carrier included
	OTHER:				NA
C-500	Replace Pavement / Landscaping within the Path of your work.			No / Others	No /OK
DD Narrative	Include Removal of Trees within path of your work.			No / Landsc.	No /OK
M1.00	Patch & Seal Wall Openings to match Existing.			No / GC	No /OK
DD Narrative	Include Tree Protection.			No / GC	No /OK
M1.01	Include Concrete Housekeeping Pad.			No / Concrete	No /OK
M1.00	Demo Existing Concrete Pads.			No / Concrete	No /OK
P2.01	Construct Concrete Basins at Cooling Towers.			No / Concrete	No /OK
	ALTERNATE PRICING:				NA
C-000	value Engineering Item - Chilled water Piping at the Utility Plant could be run overhead (with Steel Supports, provided by HVAC Contractor) in lieu of trenching around the East Side of the Building. Please provide a DEDUCT amount (if it is a DEDUCT amount) to re-route this as above-ground piping. Reference Note 33 on Sheet M1.01 and Option 'A' described in the Narrative. Reference also Mechanical Roof Plan (Sheet M1.02). Reference "STRUCTURAL" Portion of DD Narrative for a description of Steel Supports associated with this Alternate. Assumption is to include 10 tons of Galvanized Structural Steel Beams.			VE ALTERNATE	Deduct \$134,000 per R.E.C. Deduct \$152,800 per Dynamic Systems
				\$	-
				\$	-

SUBTOTAL - Div. 23 - HVAC: 3,650,000

Div. 26 - Electrical

		Qty	Unit	\$ / Unit	Cost
	GENERAL:				
DD Narrative	per Plans & Specifications (DD) dated 06.23.2017 as prepared by Kirksey Architecture. Reference DD Narrative for Project Specific Information (Div. 00 & Div. 01).			YES	included
DD Narrative	ELECTRICAL:			YES	included
DD Narrative	Reference "ELECTRICAL" Portion of Narrative. Reference "CIVIL" Portion of Narrative for information pertaining to your work. Narrative indicates approximately 8,000 SF of asphalt pavement demolition and 3,000 SF of removed concrete sidewalk.			YES	included
E2.01	Provide Sleeves associated with your work.			YES	included
E2.01	Provide Power to New Cooling Towers. Reference Service Calculations per Sheet E6.03.			YES	included
E2.01	Provide Power to New Condenser Water Pump. Reference Service Calculations per Sheet E6.03.			YES	included
E2.01	Provide Power to New Chiller. Reference Service Calculations per Sheet E6.03.			YES	included
E6.02	Include Work at Motor Control Centers.			YES	included
E0.10	Include Weatherproof Caulking associated with Penetrations for your work.			YES	included
E0.10	Include Underground Service Ductbank from Pad-mounted Transformer to East Central Plant.			YES	included
C-000	Include Trench Safety. Include Covers for work in the Street associated with your trade.			YES	included
C-502	Include Proposed Electrical Manholes.			YES	included
E0.10	Include New Pad-mounted Transformer with Load Interrupter Switch.			YES	included
E6.01	Include New Main Switchgear. Include New Distribution Panels.			YES	included
T3.01	Include New Cable Tray in Corridor.			YES	included
E6.01	Include Modifications to Existing Unit Substations.			YES	included
	Include Fire Caulking associated with Penetrations for your work.			YES	included

SHSU East Central Plant Expansion

		Qty	Unit	\$ / Unit	Cost
T3.01	Include Conduit associated with Communications Systems.			YES	included
C-501	Include Concrete associated with Duct Banks.			YES	included
T3.01	Frame & Finish Penetration to Telecom Room. Include Fire Caulk as required.			YES	included
C-501	Construct Electrical Ductbank (50" & 34"). Include Excavation and Backfill of Trench Work. Include Removal of Pavement / Landscaping within the Path of your work.			YES	included
C-501	Confirm that you have been to the Site and seen existing conditions.			YES	included
C-501	Replace Pavement / Landscaping within the Path of your work.			No / Others	No /OK
DD Narrative	Include Removal of Trees within path of your work.			No / Landsc.	No /OK
DD Narrative	Include Tree Protection.			No / GC	No /OK
C-000	Note that Portions of your work will be adjacent to excavations provided by another trade. Describe your approach to working adjacent to other trades in these areas.			INFO	No /OK
C-501	Identify Total Quantity (in LF) of Duct Bank (all sizes) included in your budget. Note that Manhattan Construction interprets 1,835 LF of Trench Work.			INFO	1,845 LF
C-501	Identify Total Quantity (in EA) of New Manholes included as part of your budget.			INFO	10 EA
C-501	Identify Total Quantity (in CY) of Spoils resultant from Excavation and Backfill Activities (associated with your work). Also identify whether these are Bank Cubic Yards or Expanded Cubic Yards.			INFO	No /OK
	Include Pad associated with Pad-mounted Transformer.			No / Concrete	No /OK
				\$	-

SUBTOTAL - Div. 26 - Electrical: 1,740,000

Div. 27 - TeleDATA

		Qty	Unit	\$ / Unit	Cost
DD Narrative	Siemen / ComScore is sole source for Structured Cabling. Reference "INFORMATION TECHNOLOGY" Portion of Narrative. Include Structured Cabling System to support the technology for the project. BMS, Security & CATV will use the data network for connectivity.			YES	included
DD Narrative	Include 3/4" Wall-mounted Plywood at Telecom Room.			YES	included
T3.01	Furnish & Install Ladder Rack in Telecom Room. Include Horizontal Rack and Standing Rack. Include Cable Management.			YES	included
T2.30	Include BAS Controls and Monitoring.			No / HVAC	No /OK
T3.01	Include New Cable Tray in Corridor.			No / Elec.	No /OK
T3.01	Include Conduit associated with Communications Systems.			No / Elec.	No /OK
T3.01	Frame & Finish Penetration to Telecom Room. Include Fire Caulk as required.			No / Elec.	No /OK
				\$	-

SUBTOTAL - Div. 27 - TeleDATA: (in Elect.)

Div. 28 - Security & Access Control

		Qty	Unit	\$ / Unit	Cost
DD Narrative	Reference "INFORMATION TECHNOLOGY" Portion of Narrative for Security & Access Control Scope.			ALLOWANCE	\$ 15,000
				\$	-

SUBTOTAL - Div. 28 - Security & Access Control: 15,000

Div. 32 - Site Concrete

		Qty	Unit	\$ / Unit	Cost
	Concrete Sidewalk	3,000	SF	\$ 5.00	\$ 15,000
DD Narrative	Replace 3,500 SF of asphalt pavement (per "CIVIL" Portion of Narrative).	3,500	SF	\$ 7.00	\$ 24,500
DD Narrative	Replace 23,000 SF of asphalt pavement (per "CIVIL" Portion of Narrative).	23,000	SF	\$ 7.00	\$ 161,000
C-500	Replace Pavement within the Path of Chilled Water Supply Lines.				(in above)
				\$	-

SUBTOTAL - Div. 32 - Site Concrete: 200,500

Div. 32 - Fencing & Gates

		Qty	Unit	\$ / Unit	Cost
A1.20	Construct New Fencing per Note S.30. Include Footings associated with Fencing.	164	LF	\$ 28.00	\$ 4,592
				\$	-

SUBTOTAL - Div. 32 - Fencing & Gates: 4,592

Div. 32 - Landscaping

		Qty	Unit	\$ / Unit	Cost
C-501	Replace Landscaping within the Path of Electrical Ductbank. (ALLOWANCE).	1	ALLOW	\$ 50,000.00	\$ 50,000

SHSU East Central Plant Expansion

		Qty	Unit	\$ / Unit	Cost
C-500	Replace Landscaping within the Path of Chilled Water Supply Lines. (ALLOWANCE)			YES	(in above)
DD Narrative	Include Tree Removal (within pathway of trenchwork). Each tree that is to be removed will be replaced with three to five trees. These trees shall be 2" to 3" in caliper. Reference "LANDSCAPE" Portion of Narrative. This ALLOWANCE includes associated irrigation.	6	EA	\$ 1,850.00	\$ 11,100
DD Narrative	Include Tree Protection	8	LOC	No / NIC \$ 1,950.00	No / OK \$ 15,600
					\$ -

SUBTOTAL - Div. 32 - Landscaping: 76,700

Div. 33 - Site Utilities

		Qty	Unit	\$ / Unit	Cost
	GENERAL: per Plans & Specifications (DD) dated 06.23.2017 as prepared by Kirksey Architecture.			YES	included
DD Narrative	Reference DD Narrative for Project Specific Information (Div. 00 & Div. 01).			YES	included
	SUBTOPIC: Reference "CIVIL" Portion of Narrative for information pertaining to your work.				NA
DD Narrative	Include New 6" Sanitary Sewer Line (approx. 75'-0") to connect from Existing Manhole to the New Cooling Tower.			YES	included
DD Narrative				YES	included
					\$ -

SUBTOTAL - Div. 33 - Site Utilities: 18,100

TXST: 2017-2027 University Master Plan

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

The 2017-2027 University Master Plan for Texas State University prepared by the firm of SmithGroupJJR of Ann Arbor, Michigan, be approved and the University be authorized to make all necessary filings based on the adopted University 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 develop a ten-year *Comprehensive Facility Master Plan* (Master Plan) to be submitted to the Board of Regents for approval.

Texas State University selected and engaged the firm of SmithGroupJJR of Ann Arbor, Michigan, to undertake this project. Pursuant to Chapter 1, Rule 6.71 of the *Rules and Regulations*, the President of Texas State University established a Master Plan Committee, approved by the Chancellor, with members representing various constituents of the University, a Board of Regents member of Texas State University's Local Committee, System administrative staff, and members of the local community of San Marcos. The Committee has recommended to the President that the University Master Plan be adopted, and the President recommends the University Master Plan be approved by the Board of Regents. Pursuant to Chapter III, Rule 1.51 of the *Rules and Regulations*, the University Master Plan was submitted to and approved by the Vice Chancellor for Contract Administration. The University Master Plan was presented at the May 2017 meeting of the Planning and Construction Committee of the Board of Regents. Due to its size, the proposed Master Plan is not included in the online Board materials, but may be accessed at the following link: <http://masterplan.fss.txstate.edu/>. Click on the link in the left-hand column entitled "2017-2027 UNIVERSITY MASTER PLAN: DRAFT UNTIL APPROVED". Upon Board of Regents approval, the final document will be available at this link.

TSUS: Additions to 2018-2023 Capital Improvements Program

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

The Don Sanders Baseball Renovations project and the Bowers Stadium Renovation project at Sam Houston State University be added to the 2018-2023 TSUS Capital Improvements Program.

Explanation

Sam Houston State University requests that the two projects below be placed on the CIP so that they may be initiated prior to the next CIP annual update in May 2018. Project Information Forms for each are attached to this Motion.

Don Sanders Baseball Renovations

This project will renovate 8,000 gross square feet of space at the Don Sanders Baseball Stadium. The recent success of the baseball program at SHSU has created a need for increased seating options to increase revenue from this program. The preliminary project cost for this project is \$2,211,000, and is based on an estimate by PBK Sports. The proposed source of funding is Gifts. Placement of this project on the CIP will enable Sam Houston to initiate programming and design of this project in September 2017.

Bowers Stadium Renovation

This project will renovate 30,000 gross square feet of space at Bowers Stadium. SHSU Athletics programs are currently located at various locations across campus. Completion of this renovation would achieve a portion of the directives listed in the SHSU Campus Master Plan by creating a consolidated and contiguous Athletics District, relocating outlier programs as well as improving stadium functions to include a press box and athletic offices. Alternate seating options at various price points will be added to the stadium to increase revenue. The preliminary project cost is \$21,400,000, based on a high-level conceptual estimate by PBK Sports. The project is proposed to be funded by Gifts. Placement of this project on the CIP will enable Sam Houston to initiate programming of this project in Fall 2017, with a view toward completing the project in time for the 2019 football season.

TEXAS STATE UNIVERSITY SYSTEM
Capital Improvements Program
FY 2018-2023

CIP Project Information Form

Project Name:	Don Sanders Baseball Renovations
Component:	Sam Houston State University
Program Year:	2018
New or Amended:	New
On Campus Master Plan?	No
Project Type:	Athletic
Gross square footage:	8,000
Site/Location:	Don Sanders Baseball Stadium
Project Need:	Recent success of the baseball program has created a need for increased seating options to increase revenue.
Preliminary Project Cost:	\$2,211,000
Source(s) of Funding:	Gifts
Comments:	The preliminary project cost is based on an estimate by PBK Sports.

TEXAS STATE UNIVERSITY SYSTEM
Capital Improvements Program
FY 2018-2023

CIP Project Information Form

Project Name:	Bowers Stadium Renovation
Component:	Sam Houston State University
Program Year:	2018
New or Amended:	New
On Campus Master Plan?	Yes
Project Type:	Athletic
Gross square footage:	30,000
Site/Location:	Elliott T. Bowers Stadium
Project Need:	SHSU Athletics programs are located at various locations across campus. Completion of this renovation would achieve a portion of the directives listed in the SHSU Master Plan by creating a consolidated and contiguous Athletics District and relocating outlier programs, as well as improving stadium functions to include press box and athletic offices. Addition of alternate seating options at various price points to increase revenue is also included in the project.
Preliminary Project Cost:	\$21,400,000
Source(s) of Funding:	Gifts
Comments:	The preliminary project cost is based on a conceptual estimate by PBK Sports.

EXECUTIVE SUMMARY

Planning and Construction Report

August 2017

Following this Executive Summary are the following items:

1. Spreadsheet summarizing the status of TSUS capital projects as of July 7, 2017.
2. Brief summaries of project status for each TSUS project, listed by Component and current phase of project.
3. Final Report for the Bernard Johnson Coliseum Renovation at Sam Houston State University.

The spreadsheet reflects a 10% decrease in overall project volume from the previous report, as completed projects have graduated from the report. Almost half (in value) of TSUS' current capital project activity consists of projects actively under construction.

TSUS presently has fourteen projects valued at approximately \$232 million in the planning stage, down approximately 32% from the previous calendar quarter. Nine projects are in design, valued at approximately \$148 million, a 10% decrease in value over the previous quarter. Twenty projects valued at

approximately \$565 million are in various stages of construction prior to substantial completion, up 8% from the figure reported in May. Currently, excluding projects that have reached substantial completion, we have approximately \$943 million in projects in planning, design or construction that are moving forward, a decrease of approximately 6% from the previous calendar quarter. Of this number, twenty-nine projects valued at \$712 million are currently in design or construction. The preceding summary excludes most projects under \$1 million that are proceeding under Presidential authority.

August, 2017

Data is as of July 7, 2017

TSUS Capital Projects (funding identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	T-1 Building Renovation	\$ 6,723,359.00	2-Programming	TBD	TBD	
LIT	TA Buildings Renovation/Replacement	\$ 15,723,701.00	7-Construction	August, 2016	August, 2017	
LIT	Utility Corridor	\$ 1,661,497.00	8-Close-out	Fall, 2015	February, 2017	
LIT	Technology Training and Education Buildings	\$ 2,790,000.00	8-Close-out	June, 2012	August, 2013	LIT has yet to submit a final report on this project.
LSC-O	Multipurpose Education Building	\$ 12,323,431.00	7-Construction	May, 2016	July, 2017	
LSC-PA	Industrial Technology Center	\$ 12,818,000.00	7-Construction	October, 2016	August, 2017	
LU	Cardinal Village Annual Refurbishment	\$ 3,200,000.00	7-Construction	May, 2017	August, 2017	
LU	Classroom, Office and General Building Upgrades	\$ 1,700,000.00	7-Construction	May, 2017	Fall, 2017	
LU	Unit Operations Lab Renovation	\$ 1,800,000.00	7-Construction	Spring, 2017	October, 2017	
LU	Mary & John Gray Library Renovation/Starbucks	\$ 925,000.00	7-Construction	Spring, 2017	October, 2017	Cost excludes \$700,000 in work funded by Chartwells.
LU	New Science & Technology Building	\$ 60,000,000.00	7-Construction	May, 2017	November, 2018	
LU	Renovation of Setzer Student Center	\$ 29,944,948.00	7-Construction	Fall, 2016	January, 2018	
LU	Regional Center for Innovation and Commercialization	\$ 11,110,500.00	8-Close-out	January, 2016	November, 2016	Grand Opening held on April 5, 2017.
LU	Wayne A. Reaud Administration Building	\$ 25,028,340.00	8-Close-out	October, 2014	September, 2016	Building occupied; punch list work is complete.
SHSU	Coliseum Parking Structure	\$ 10,000,000.00	2-Programming	TBD	TBD	Programming complete
SHSU	North Residential District	\$ 60,616,724.00	2-Programming	TBD	TBD	Programming complete
SHSU	North Residential District Parking Structure	\$ 10,000,000.00	2-Programming	TBD	TBD	Programming complete
SHSU	Art Complex and Associated Infrastructure	\$ 33,600,000.00	5-Design Development	TBD	July, 2019	
SHSU	East Central Plant Expansion	\$ 8,400,000.00	5-Design Development	TBD	July, 2019	Formerly part of the Art Complex project
SHSU	Lowman Student Center Addition	\$ 42,900,000.00	7-Construction	April, 2017	November, 2018	
SHSU	Thomason Building Re-Purpose	\$ 8,200,000.00	7-Construction	February, 2017	December, 2017	
SHSU	Biology Laboratory Building	\$ 65,000,000.00	7-Construction	June, 2016	Summer, 2018	
SHSU	Fred Pirkle Engineering Technology Center	\$ 22,000,000.00	8-Close-out	March, 2015	November, 2016	
SHSU	South Residence Complex (Piney Woods Hall)	\$ 67,400,000.00	8-Close-out	June, 2015	June, 2017	
SHSU	Bernard Johnson Coliseum Renovation	\$ 12,915,727.00	8-Close-out	March, 2016	November, 2016	Final Report is presented at the August 2017 Board of Regents meeting.
SHSU	South Dining	\$ 15,131,295.00	8-Close-out	July, 2015	December, 2016	
Sul Ross	Museum of the Big Bend Annex	\$ 8,000,000.00	2-Planning	TBD	TBD	Procurement of conceptual design services is underway.
Sul Ross	Campus Access (Phase III)	\$ 2,500,000.00	4-Schematic Design	TBD	TBD	
Sul Ross	University Visitor Center	\$ 945,000.00	4-Schematic Design	TBD	TBD	
Sul Ross	Campus Access (Phase II)	\$ 2,101,000.00	5-Design Development	TBD	November, 2017	
Sul Ross	Texas Native Seed Research Center (Phase I)	\$ 300,000.00	6-Construction Documents	TBD	TBD	
Sul Ross	Campus Access (Phase I)	\$ 1,400,000.00	7-Construction	January, 2016	February, 2017	Accessibility issues and punch list items are being addressed.
Sul Ross	Jackson Field Turf	\$ 750,000.00	8-Close-out	May, 2016	July, 2016	
Sul Ross	Motion Capture Lab	\$ 400,000.00	8-Close-out	September, 2015	April, 2016	
Sul Ross	Recreational Sports Facility	\$ 1,600,000.00	8-Close-out	February, 2016	June, 2016	
TxST	Alkek Library 7th Floor Wittliff Collections Expansion	\$ 7,400,000.00	2-Programming	TBD	TBD	
TxST	DHRL New Residence Hall (Hilltop) Complex	\$ 79,049,409.00	2-Programming	TBD	TBD	Revised programming is the next step.

TxST	Elliott Hall Repurposing	\$ 6,500,000.00	2-Programming	TBD	TBD	
TxST	Health Professions Bldg Space Reconfig (Encino Hall)	\$ 5,400,000.00	2-Programming	Summer, 2018	Summer, 2019	
TxST	Infrastructure Research Laboratory	\$ 12,000,000.00	2-Programming	TBD	TBD	Formerly named Ingram School of Engineering Structures Testing Lab
TxST	Jowers Center Renovation	\$ 3,500,000.00	2-Programming	TBD	TBD	
TxST	Roy F Mitte Space Reconfigurations	\$ 5,400,000.00	2-Programming	Summer, 2018	Summer, 2019	
TxST	Alkek Library Learning Commons - Phase One	\$ 10,862,895.00	3-Procurement	TBD	TBD	
TxST	Hines Structural Improvements	\$ 6,000,000.00	3-Procurement	TBD	TBD	Procurement of an engineer for structural feasibility study is underway.
TxST	DHRL Blanco Hall Renovations	\$ 47,300,000.00	4-Schematic Design	TBD	August, 2019	Current scope of work is under review.
TxST	LBJ Student Center Expansion	\$ 47,600,000.00	4-Schematic Design	TBD	April, 2020	Contractor procurement is underway.
TxST	Alkek Library Renovations	\$ 14,024,925.00	7-Construction	September, 2015	June, 2017	Substantial Completion is pending.
TxST	Archives and Research Center	\$ 15,415,900.00	7-Construction	March, 2016	Summer, 2017	Formerly known as Library Repository
TxST	DHRL Retama Hall Renovations	\$ 9,000,000.00	7-Construction	June, 2016	Summer, 2017	
TxST	Engineering and Science Building	\$ 120,000,000.00	7-Construction	July, 2016	July, 2018	
TxST	LBJ Student Center Renovation	\$ 20,113,150.00	7-Construction	September, 2016	May, 2018	
TxST	Round Rock - Health Professions Building 1 (Willow Hall)	\$ 67,500,000.00	7-Construction	August, 2016	May, 2018	
TxST	University Event Center Expansion	\$ 62,500,000.00	7-Construction	September, 2016	September, 2018	
TxST	DHRL: Moore Street Housing	\$ 59,834,337.00	8-Close-out	June, 2014	June, 2016	Complete and in use. Public art installation is pending.
TSUS	O. Henry Hall Renovation	\$ 4,985,000.00	6-Construction Documents	August, 2017	January, 2018	

TOTAL: \$ 1,164,294,138.00

August, 2017

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	\$ 24,040,200.00	On hold - funding	TBD	TBD	Programming complete.
TxST	Round Rock Health Professions - 2 (Esperanza Hall)	\$ 45,000,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in March 2015.

TOTAL: \$ 69,040,200.00

Detailed Breakdown

Project Phase	Number of Projects	Total Project Value	Percent of Total
Planning/Programming	14	\$ 231,452,387.00	19.88%
Design (pre-Board approval)	4	\$ 136,900,000.00	11.76%
Design (post-approval)*	5	\$ 10,831,000.00	0.93%
Construction**	20	\$ 564,489,055.00	48.48%
Post-substantial completion***	12	\$ 220,621,696.00	18.95%
TOTAL:	55	\$ 1,164,294,138.00	100%

*Includes projects approved at Chancellor and Presidential levels

**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 2017	7	\$ 67,090,057.00	11.89%
Completion FY 2018	9	\$ 284,398,998.00	50.38%
Completion FY 2019-2020	4	\$ 213,000,000.00	37.73%
TOTAL:	20	\$ 564,489,055.00	100%

**Lamar Institute of Technology
Summary
(as of July 7, 2017)**

I. Project Planning & Programming

1) Student Service Learning Center

Programmer: Facility Programming & Consulting Est. Cost: \$24,040,200

Phase 3 of 3 of the Programming is 100% complete. Programming has been approved by the Institute. This project is on the Capital Improvements Program and is on hold pending funding.

2) T-1 Building Renovation

Programmer: Facility Programming & Consulting Est. Cost: \$6,723,359

As part of our master plan, this project is approximately 14,500 square feet. It will provide instructional space for basically a one stop shop for student services. The proposed occupants of this building will be Student Success, Admissions, Student Government Association, Financial Aid, Testing and support spaces. This project includes the demolition of the existing T-1 Building.

Phase 1 programming is underway. Phase 1 Environmentals and Geotechnical have been done for this project.

II. Design and Construction Document Phase

N/A

III. Construction Phase

3) TA Buildings Renovations/Replacement

Architect: PBK Architects, Inc. Est. Cost: \$15,723,701
Contractor: SETEX Construction Corp. Est. Completion: August 2017

In keeping with the Institute's master plan, this project is a 38,298 square foot, two story building that will provide instructional spaces for the growing diverse student body. The preservation and renovation of the existing glycol unit will offer students a hands-on instructional experience. Tuition Revenue Bond funding in the amount of \$12,500,000 was obtained for this project. Design Development documents and total project cost were approved at the May 2016 Board meeting. Construction began on September 26, 2016. Currently, the under slab utilities, grade beams, and slab are complete. Construction of the steel structure will begin shortly. New chillers have been set and were placed into service in late January. Progress continues to move forward and quickly. Interior walls, HVAC ducts and overhead plumbing have started

construction on the 2nd floor. The roof has received light weight concrete and the high roof has first layer of waterproof membrane. The roof drains are being connected and are close to being tested. The air barrier has been applied to roughly 40% of the exterior sheathing. The main stair case has been installed. The exterior windows, sheetrock and elevator have been installed. The HVAC is operational and the ceiling is in the process of being installed. The building is 90 percent complete and on schedule and within budget.

4) Utility Corridor for the Renovation/Replacement of TA Buildings

Architect: PBK Architects	Est. Cost:	\$1,661,497
Contractor: SETEX Construction Corp.	Completion:	February 2017

This project reroutes all electrical service and chilled water lines for two existing buildings in preparation for the Technical Arts building project. Substantial completion occurred on February 9, 2017.

5) The Technology & Training and Education Buildings

Architect: LaBiche Architects	Est. Cost:	\$2,790,000
Contractor: SETEX Construction Corp.	Completion:	August 12, 2013

The project was completed August 12, 2013. The buildings were dedicated in a ceremony on October 2, 2013 and named the Tommy Williams Technology Training and Education Buildings. No close-out documents have been submitted to the System Office.

IV. Completed Projects

N/A

**Lamar State College-Orange
Summary
(as of July 7, 2017)**

I. Project Planning & Programming

N/A

II. Design and Construction Document Phase

N/A

III. Construction Phase

1) Multipurpose Education Building

Architect: PBK Architects, Inc.

Est. Cost: \$12,323,431

Contractor: SpawGlass Construction Corp.

Est. Completion: July 2017

The Multipurpose Education Building will contain educational classroom space for the Mathematics, College Success, and Leisure Learning departments. The building will also include a large meeting space for multipurpose functions. The building is a two story building similar in style to the recently constructed Nursing/Classroom building. Structural steel erection is 100% complete. The second floor deck, parking lot and fire lane have been poured/installed. Exterior metal framing installation is complete. Sheathing, waterproofing and window framing detail are complete. Masonry installation is 99% complete. The exterior plaza bronze and stainless steel sculpture, "Standing Flowers and Eyes" is scheduled for installation on July 17th. Substantial completion is targeted for July 28th with furniture installation taking place the first week of August. Sufficient time is provided for occupancy by faculty for the fall semester start date of August 28th. The project is within the budget and is on schedule.

IV. Completed Projects

N/A

**Lamar State College-Port Arthur
Summary
(as of June 24, 2017)**

I. Project Planning & Programming

N/A

II. Design and Construction Document Phase

N/A

III. Construction Phase

1) Industrial Technology Center

Architect: Johnston, LLC	Est. Cost:	\$12,818,000
Contractor: SpawGlass Construction Corp	Est. Completion:	August 2017

The project has received substantial rainfall but work has continued due to the drying in process being complete. Tropical Storm Cindy was tracking to make landfall near the Port Arthur/Beaumont area but there was no damage to report after the storm passed on June 22nd to the east. Brick is 80% complete on the west side of the building with brick on the South side going up approximately 4 feet The chiller has been set. Internal transformers are onsite and ready to be installed. The first floor corridors and classrooms have received a primer coat of paint. Work continues in the promenade but has slowed due to weather. Substantial completion is projected for August 4, 2017.

IV. Completed Projects

N/A

**Lamar University
Summary
(as of July 7, 2017)**

I. Project Planning & Programming

N/A

II. Design and Construction Document Phase

N/A

III. Construction Phase

1) Cardinal Village Annual Refurbishment

Architect: PDG Architects

Est. Cost: \$3,200,000

Contractor: Setex Construction Corp.

Est. Completion: August 2017

Lamar has elected to combine the phases planned for the 2017 and 2018 into a single project in the summer of 2017, renovating interior finishes and exterior corridors in two of the residence halls, Combs and Morris Halls. Construction began on May 15 and is currently slightly ahead of schedule and expected to be complete by the end of July. Approximately 80% of the interior finish upgrades and exterior painting is complete. Minor repairs, annual maintenance and summer cleaning will all be complete by August 15.

2) Classroom, Office and General Building Upgrades 2017

Engineer: Dabhi Engineers

Est. Cost: \$1,700,000

Contractor: Gulf Coast Electric

Est. Completion: Fall 2017

The scope entails upgrades to common area lighting in eight academic buildings. Of the areas affected, approximately 70% of the scope entails replacement of fluorescent lamps with high efficiency LED lamps in existing fixtures, while the remaining 30% will be complete replacement of older inefficient fluorescent or incandescent fixtures with LED fixtures. The areas affected in each building include classrooms, labs, conference rooms, restrooms and other common areas. Due to funding limitations, at this time the scope does not entail lighting upgrades in private offices. New light fixtures and replacement lamps have been ordered and installation is scheduled to begin mid-August. Work is expected to be complete in December 2017.

3) Mary & John Gray Library Renovation/Starbucks

Architect: PDG Architects

Est. Cost: \$925,000

Contractor: Setex Construction Corp./Chartwells

Est. Completion: October 2017

This project entails renovation and modernization of the lobby of the Mary & John Gray Library in the heart of the Lamar campus. The library was constructed in the

1970s and has not received significant upgrades since then. A new central entrance will be created with new storefront systems. Lobby finishes and building systems will be upgraded and the circulation desk will be reconfigured and relocated. One third of the lobby has been reserved for construction of a Starbucks coffee shop. Lamar's food service vendor, Chartwells, is funding and will manage the build-out of the Starbucks with their own contractor. Starbucks costs are currently estimated at approximately \$700,000. The renovation will also bring two of the stairwells and related building exits up to current code requirements. Interior demolition is complete and demolition of the old storefront and skylight system is ongoing. Interior framing is complete. The overall percentage of work completed is approximately 25%.

4) Unit Operations Lab Renovation

Architect: VLK Architects	Est. Cost: \$1,800,000
Contractor: Setex Construction Corp.	Est. Completion: October 2017

This project entails the renovation of approximately 3,200 sq. ft. of laboratory space in the Lucas Engineering Building for the Department of Chemical Engineering's Unit Operations Lab. The existing lab was built in the late 1950's for other purposes and has not undergone a major renovation since. The Unit Operations Laboratory, created in 1978, has introduced scores of chemical engineering students to various types of industrial units, including distillation, absorption and cooling towers, as well as heat exchangers and gas separation membrane units. Advances in technology and automation, and the need to simulate the challenges facing the chemical process industry today, make upgrading the laboratory an urgent need. The old space will be completely gutted and fully renovated with new building systems to comply with current building and life safety codes, as well as to accommodate the equipment planned for the space, including a distillation system to teach mass and energy balance, a shell and tube heat exchanger, a gas absorption system, membrane ultrafiltration system and modification of the existing fluid flow system. Demolition has begun and is nearing completion. The overall percentage of work completed is approximately 10%.

5) New Science & Technology Building

Architect: M. Arthur Gensler Jr. and Associates	Est. Cost: \$60,000,000
Contractor: Vaughn Construction	Est. Completion: November 2018

Lamar University received Tuition Revenue Bond authorization from the Texas Legislature in the spring of 2015 to plan, design, and construct a new Science & Technology building, the first academic building to be constructed on Lamar's campus in several decades. The new facility will allow Lamar University to better serve student and faculty across all science disciplines and form strategic partnerships for various research initiatives. The building will be approximately 83,000 gross square feet and will include multiple upper level biology instructional labs, interdisciplinary flexible research labs, an innovation space to build and prototype special projects focused on energy, sustainability, medical devices and global health at the undergraduate level, a multipurpose space, faculty offices, a senior leadership suite with lab and building support spaces, and an exterior greenhouse. It will be located on a highly visible, prominent site on the south end of campus. As a platform for research creativity, this new facility will embody a new

paradigm for interaction, instruction, and research at Lamar University. Vaughn Construction mobilized at the south central plant in March and took control of the building site in early May. Major underground utilities, footings, slab, structure and roof deck at the central plant addition are complete. The building pad for the science building is complete and site utilities, footings and grade beams are underway and approximately 30% complete. The overall percentage of construction completed is about 5%.

6) Renovation of Setzer Student Center

Architect: Kirksey Architecture	Est. Cost: \$29,944,948
Contractor: Skanska USA Building, Inc.	Est. Completion: January 2018

This project entails selective demolition of older portions of the building that cannot be effectively repurposed, as well as renovation to the majority of the existing Setzer Student Center. A limited amount of new construction, including a new Quad façade, enhancements to the east façade to highlight the building entrance, and the introduction of more natural light, is also planned. The scope also includes replacement or upgrades to all major building systems, including HVAC controls and distribution, electrical service, security systems, voice/data/AV systems, fire alarm, and a new sprinkler system. The renovated building will include office spaces for Setzer Center administration and student organizations including SGA offices, multiple meeting rooms and student lounge areas, a revitalized dining room and new food service options, and a flexible multi-purpose room with pre-function space. Skanska mobilized in November 2016. The interior renovation of the existing Center is progressing as scheduled; all walls are framed, MEP infrastructure rough-in is nearing completion and new air handlers are being installed. All contaminated soils have been successfully remediated, site utilities, piers for the new addition and a small amount of new hardscape are complete and framing has started for the new building slab; however, recent extended periods of heavy rain have hampered exterior progress and will result in a schedule extension. The team will meet in late July to discuss schedule recovery options. The overall percentage of construction completion is about 35%.

7) Regional Center for Innovation and Commercialization

Programming/Architect: Long Architects Inc.	Est. Cost: \$11,110,500
Contractor: BE&K Building Group	Completion: February 2017

The Innovation and Commercialization Center houses a Technology Business Incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center includes training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies, and several anchor tenants. Substantial Completion was achieved on November 30, 2016. The building is now occupied and in use for its intended purpose. The Grand Opening was held on April 5. The punch list is complete and the single item cited on the Texas Accessibility Standards (TAS) inspection report has been corrected. Lamar administration and BE&K Building Group are working with the GLO and the grant administrator, Traylor & Associates, to complete the subcontractor paperwork required by HUD for reimbursement of the project costs so that the project can be closed-out.

8) Wayne A. Reaud Administration Building (Formerly Brooks-Shivers Renovation)

Architect: PageSoutherlandPage, LLC Est. Cost: \$25,028,340
Contractor: SpawGlass Construction Corp. Completion: September 26, 2016

The Wayne A. Reaud Administration Building houses the Lamar University President's Office, including all administrative support personnel that are under the President, Institutional Research & Reporting, Honors Student Program, general faculty and staff offices, an event lounge, a new campus data center and IT department offices, and a conference center. The project also includes new parking for staff and visitors, as well as a landscaped plaza for University events. Substantial Completion for the interiors was achieved on August 26, 2016 and for the exteriors on September 26, 2016, with a few specific items achieving completion on other various dates. The building is fully occupied, all punch list items are complete, all accessibility items noted on the TAS inspection have been corrected and the final deductive change order for \$1, 238,249 is in process. Once the deductive change is approved, final close-out paperwork will be submitted to the System office for approval.

IV. Completed Projects

N/A

Sam Houston State University
Summary
(as of July 7, 2017)

I. Project Planning & Programming

1) Coliseum Parking Structure

Programmer: Facilities Programming and Consulting Est. Cost: \$10,000,000

Programming is complete for the 500 car parking structure to be located adjacent to the Bernard Johnson Coliseum. This will address the ADA issues to the Coliseum as well as alleviate the parking congestion on the south side of campus.

2) North Residential District

Programmer: Facilities Programming and Consulting Est. Cost: \$60,616,724

Programming is complete on Phase 2 of the North Residential District for the additional beds needed per the 2012 Master Plan Update. It will include another residence hall on the north side for 600 beds with both single and shared units. The 500 car parking structure project has been relocated to the center of campus immediately west of the Bernard Johnson Coliseum to accommodate more pressing parking requirements and will be removed from this project's scope.

3) North Residential District Parking Structure

Programmer: Facilities Programming and Consulting Est. Cost: \$10,000,000

Programming is complete for the 500 car parking structure as an alternate to surface parking for the North Residential District. This also includes space for a future Transportation office.

II. Design and Construction Document Phase

4) Art Complex and Associated Infrastructure

Architect: Kirksey / Gund Partnership Est. Cost: \$33,600,000
Contractor: SpawGlass Est. Completion: July 2019

Design development for this 71,000 gross square foot fine arts has been completed. Relocating the Arts to the eastern side of the campus will create a strong arts program and accommodate future growth. The program allots three quarters of the building space to studios and instructional space while academic support is provided through galleries, a multipurpose room and faculty offices.

5) East Central Plant Expansion

Architect: Kirksey / Gund Partnership
Contractor: SpawGlass

Est. Cost: \$8,400,000
Est. Completion: July 2019

This project was part of the Art Complex and Associated Infrastructure project, but has been broken out separately to facilitate the delivery of both projects. It will expand the capacity of the East Plant to support the Art Complex and future growth. Additionally, expansion of the chilled water and electrical distribution systems are within the scope of this project. A Motion to approve this project is on the agenda for the August 2017 Board of Regents meeting.

III. Construction Phase

6) Lowman Student Center Addition

Architect: EYP, Inc.
Contractor: Vaughn Construction

Est. Cost: \$42,900,000
Est. Completion: November 2018

Programming began on June 22, 2012 to expand and selectively renovate the Lowman Student Center to provide additional space for the services and activities that support student life. The expansion is planned to be located on the former Smith-Kirkley Hall site. The October 2012 student referendum vote was successful for this project. Notice to proceed for Construction was issued on April 4, 2017.

7) Thomason Building Re-Purpose

Architect: PBK Architects, Inc.
Contractor: SpawGlass Construction Corp.

Est. Cost: \$8,200,000
Est. Completion: December 2017

The existing occupants of the Thomason Building moved to the new Fred Pirkle Engineering Technology Center. The design reconfigures the interior spaces to support conversion from academic to administrative space, as well as renovations to bring this 1952 building up to current building, life-safety, and accessibility requirements and to address aging building systems. Construction started on February 6, 2017, and is 25% complete.

8) Biology Laboratory Building

Architect: HDR Architects with Team Hoke
Contractor: J. T. Vaughn Construction

Est. Cost: \$65,000,000
Est. Completion: Summer 2018

The building is being funded by a Tuition Revenue Bond, and includes biology laboratories, with instructional, research and administrative areas for Biology. The building contains approximately 97,050? gross square feet. Construction started on June 13, 2016 and is 33% complete.

9) Fred Pirkle Engineering Technology Center

Architect: The Lawrence Group Architects Est. Cost: \$22,000,000
Contractor: The Whiting-Turner Contracting Co. Completion: November 16, 2016

This 53,000 gross square foot facility provides an emphasis on specialized instructional capabilities for a mix of engineering technology labs (e.g., prototype production/innovation, electrical, environmental design / sustainability, “solar” outdoor terrace) and agricultural science instruction labs (e.g., wildlife/physiology, animal science research). Distributed gathering spaces with exhibits from the works of Fred Pirkle and a showcasing of the technologies being taught in the facility have been interwoven throughout the facility. Construction is 100% complete with public art installations completed in June 2017. Financial close is in process.

10) South Dining

Programmer/Architect: Kirksey Architects Est. Cost: \$15,131,295
Contractor: BE&K Building Group Completion: December 22, 2016

This 29,000 gross square foot food service/dining facility is 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 have been moved from the Belvin basement to the new facility. The expansion is located over an existing parking lot. Construction is 100% complete, South Dining was renamed General’s Market and is in full operation. Financial close is in process.

11) South Residence Complex (Piney Woods Hall)

Architect: Stantec /Treanor Architects Est. Cost: \$67,400,000
Contractor: SpawGlass Contractors, Inc. Completion: June 2017

The project includes construction of a Living & Learning Community including 700-bed residence halls of approximately 233,000 gross square feet each. Large open green spaces and pedestrian walkways will provide ample access in both directions. The project will include a chiller plant and associated infrastructure to support the residence halls. The project is intended to create the south residential district of the Sam Houston campus. South Residence Complex was renamed Piney Woods Hall. Construction is 100% complete. Financial close is in process.

IV. Completed Projects

12) Bernard Johnson Coliseum Renovation

Architect: PBK Sports Architects Cost: \$12,915,727
Contractor: White Construction Company Completion: November 2016

Construction is 100% complete with graphics installations completed in June 2017. The Final Report accompanies the materials for the August 2017 Board of Regents meeting.

**Sul Ross State University
Summary
(as of July 7, 2017)**

I. Project Planning & Programming

1) Museum of the Big Bend Annex

Architect: TBD	Est. Cost: \$8,000,000
Contractor: TBD	Est. Completion: TBD

The Museum of the Big Bend is seeking to construct an annex. The annex would be located on the main campus directly behind the current museum and will include space for three exhibit areas to feature Yana & Marty Davis Map Collection, Tom Lea Regional Southwestern Art and an Archaeology Gallery that would feature the Livermore Cache in collaboration with findings from the Center for Big Bend Studies. Also included in the annex would be additional secure collection storage and facilities to expand the adult and children's educational programs. A Request for Qualifications for Conceptual Design Services has been posted and we are currently qualifying respondents.

II. Design and Construction Document Phase

2) Texas Native Seed Research Center (Phase I)

Architect: Vandergriff Group (IDIQ)	Est. Cost: \$300,000
Contractor: TBD	Est. Completion: TBD

As envisioned in the 2011 Master Plan, the Texas Native Seed Research Center is Phase I of the Borderlands Research Institute (BRI). The center will be located on the proposed BRI site and will be an integral part of the education, research, and outreach mission of the University. Specifically, the center will provide opportunities for students to play an active role in the propagation and restoration of rangelands on private and public lands in west Texas. This project will be completed in three phases. The schematic design phase has been completed and procurement of a contractor is underway.

3) Campus Access (Phase II)

Architect: ARTchitecture (IDIQ)	Est. Cost: \$2,101,000
Contractor: TBD	Est. Completion: November, 2017

As envisioned in the 2011 Master Plan, the Campus Access Project will be completed in three phases. The Campus Access II project addresses a walkway north of the Fine Arts Building to complete the pathway from Phase I, a plaza gathering space in front of Morelock Academic Building, enhancements to the circular drive in front of Briscoe Administration Building and landscaping

improvements in front of the Fine Arts Building. This project is in the Design Development phase.

4) Campus Access (Phase III)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$2,500,000
Contractor: TBD	Est. Completion:	TBD

As envisioned in the 2011 Master Plan, the Campus Access Project will be completed in three phases. The Campus Access III project will better join the southeast end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, incorporating way finding, student gathering sites and include an outdoor classroom and walking/jogging trail. We are currently in the schematic design phase.

5) University Visitor Center

Architect: Vandergriff Group (IDIQ)	Est. Cost:	\$945,000
Contractor: TBD	Est. Completion:	TBD

As envisioned in the 2011 Master Plan, the new University Visitor Center will provide campus visitors and prospective students an easy-to-find gathering place for campus tours, University information and a variety of helpful resources when arriving on campus. The visitor center will be approximately 3,000 gross square feet to include a general information area, staff offices and conference/video room. The facility will be located southwest of Lawrence Hall near the campus' main entrance. The location allows it to be seen as visitors enter the campus off of East Highway 90, as well as the west entrance on E. Sul Ross Avenue. Vandergriff Group has replaced the architect previously under contract and is currently in the schematic design phase.

III. Construction Phase

6) Campus Access (Phase I)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$1,400,000
Contractor: Pride General Contractors	Est. Completion:	February, 2017

As envisioned in the 2011 Master Plan, the Campus Access Project will be completed in three phases. 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. This project also includes the North Quadrangle Improvements and the inclusion of the Big Bend Law Enforcement Memorial monument. The project is 98% complete. Accessibility and design deficiencies are currently being corrected by Pride General Contractors.

- 7) Jackson Field Turf
- | | | |
|---|-------------|------------|
| Architect/Contractor: Hellas Construction | Est. Cost: | \$750,000 |
| | Completion: | July, 2016 |

Jackson Field serves as the university football field and is used by the university and region for football and other purposes. The project includes a new artificial turf surface, new fencing, new goal posts and end zone and mid field logos. The project is 100% complete and we are awaiting final close-out.

- 8) Recreational Sports Facility
- | | | |
|---|-------------|-------------|
| Architect/Contractor: Hellas Construction | Est. Cost: | \$1,600,000 |
| | Completion: | June 2016 |

The facility, which is located within the Jackson Field complex between the Football Field and Track, features an artificial turf field permanently striped and lighted for 7-on-7 flag football, 4-on-4 flag football, kickball, softball, soccer, ultimate Frisbee, and other sports. It also provides a 90-yard football field for varsity practice. Students and the Board of Regents approved Recreational Fee and Athletic Fee increases to fund the project. The project is 100% complete and we are awaiting final close-out.

- 9) Motion Capture Lab
- | | | |
|---------------------------------------|-------------|------------|
| Architect: PBK Architects, Inc. | Est. Cost: | \$400,000 |
| Contractor: Noble General Contractors | Completion: | April 2016 |

This structure is intended as a classroom and laboratory production space to expand curriculum and increase student enrollment for motion capture and video production classes as listed in the CSAT degree plan. Motion Capture, Basic Video Production, Advanced Video Production, Basic Audio Production, Advanced Audio Production, and Acting for Animators will all use this space. The project is in closeout phase. The 11-month inspection found that the septic system was damaged during construction.

IV. Completed Projects

N/A

**TSUS
Summary
(as of July 7, 2017)**

I. Project Planning & Programming

N/A

II. Design and Construction Document Phase

1) O. Henry Hall Renovations

Architect: The Lawrence Group Architects of Austin, Inc. Est. Cost: \$4,985,000

Contractor: Flynn Construction, Inc. (Construction
Manager-At-Risk)

Est. Completion: January 2018

Guaranteed Maximum Price from the Contractor has been accepted as in alignment with the budget for the project. Critical bids related to window restoration and the HVAC equipment are completed and buyout is within budget. All other bids are being reviewed and buyout is complete for other critical bid packages such as scaffolding, plumbing and electrical. Finalization of interiors selection is ongoing and is slated to be finalized by September 1, 2017. Tax credit application is commencing with the Texas Historical Commission. U.T. facilities leadership has advised the System Office that the building will be turned over to the System by August 15, 2017 which is approximately a month later than anticipated in order to attempt to complete the project by the end of the 2017 calendar year. System Office will continue to closely watch the progress of the U.T. System project to optimize the start of the renovation effort at O. Henry Hall. Currently, the projected interior substantial completion date is December 8, 2017 with move-in activities to be completed by the Christmas holidays. Exterior substantial completion related to the window restoration will occur in late January 2018. The System plans to be operating from O. Henry Hall upon return from the Christmas holidays.

The scope includes exterior modifications such as the window and door restoration as well as external signage that will be placed on the building face at Colorado and Sixth Street, as well as the HVAC Cooling Tower enclosure on the northeast side of the building. In addition, the project consists of a modernized kitchen to meet current health standards.

III. Construction Phase

N/A

IV. Completed Projects

N/A

**Texas State University
Summary
(as of July 7, 2017)**

I. Project Planning & Programming

1) Albert B. Alkek Library Learning Commons – Phase One

Programmer: Perry Dean Rogers Est. Cost: \$8,300,000

The Albert B. Alkek Library Learning Commons has a total project cost of approximately \$8.3 million for Phase One to re-purpose space for creation of a Learning Commons on the second floor, and portions of the first, third, and fourth floors of the Library. Facility Programming and Consulting completed an updated Architectural Space Program in March 2017 which includes a cost estimate. The program has been forwarded to the TSUS office with a letter of approval from President Trauth. Texas State is in the process of selecting an architect and contractor.

2) Albert B. Alkek Library 7th Floor Wittliff Collections Expansion

Programmer: Facility Programming & Consulting Est. Cost: \$7,400,000

Texas State University worked with Facilities Programming and Consulting in converting the Albert B. Alkek Library 7th Floor Wittliff Collections Expansion Feasibility Study into a final Architectural Space Program. Total project cost is anticipated to be \$7.4 million. The next milestone is to select an architect once funding is in place.

3) DHRL New Residence Hall (Hilltop) Complex

Programmer: Facility Programming and Consulting Est. Cost: \$79,049,409

The New Residence Hall Complex project, which was planned to include the demolition of two existing residence halls (Burleson and Hornsby) and construction of a new complex with a total of approximately 1,025 beds on the Hilltop area of campus is ready for revised programming. Facility Programming and Consulting completed the initial program in November 2015 but the program needs to be revised to fit the new footprint.

4) Elliott Hall Repurposing

Programmer: VisSpiro Est. Cost \$6,500,000

Elliott Hall opened in 1963 and is named for Claude Elliott, who was the Registrar in 1942. Elliott Hall, located next to McCoy Hall, has three freestanding buildings, two for student housing rooms and one for community functions. Elliott Hall A and B are three-story buildings with 15,510 gross square feet (GSF) and 14,603 GSF respectively. Elliott Hall Administration is a two-story building with 7,180 GSF. Texas State wants to repurpose the buildings to achieve classroom and office

space. Programming is being done by VisSpiro and will determine the amount of space for each category of use. The 37,293 gross square foot building repurposing project has an estimated total project cost of \$6.5 million.

5) Health Professions Building Space Reconfigurations (Encino Hall)

Programmer: Facility Programming and Consulting Est. Cost: \$5,400,000

Facility Programming and Consulting is preparing the Architectural Space Program for the Health Professions Building Space Reconfigurations (Encino Hall) project. The scope of this project focuses on the repurposing and remodeling of spaces to be vacated summer 2017 in the existing building. User interviews were held in March 2017. A selection of the architect and contractor is targeted for August 2017. The design begins in summer 2017 and construction will commence in summer 2018 with an anticipated completion in summer 2019.

6) Hines Academic Center Structural Improvements

Programmer: N/A Est. Cost: \$6,000,000

Urgent repairs in an estimated amount of \$6 million are needed as part of the Hines Academic Center Structural Improvements project. The project will include rebuilding the exterior facade of one side of the building and making associated structural repairs. The scope of work has been established and the Request for Qualifications (RFQ) has been issued for a structural feasibility study.

7) Ingram School of Engineering Structures Testing Laboratory (Infrastructure Research Laboratory)

Programmer: Facility Programming and Consulting Est. Cost: \$12,000,000

The name of this project is to be changed to Infrastructure Research Laboratory. The project is targeted to be operational in time for the new Civil Engineering program which will begin in fall 2019. The laboratory design will allow the testing of full-size highway bridge girders and may include both a strong wall and strong floor areas. The Architectural Space Program is being completed by Facility Programming and Consulting.

8) Jowers Center Renovation

Programmer: VisSpiro Est. Cost: \$3,500,000

Athletics will relocate their offices and other functions from Jowers to the newly expanded University Events Center in 2018. The vacated space in the Jowers is much needed for the Department of Health and Human Performance and Dance program in the Department of Theatre and Dance. The 13,561 gross square foot building renovation project has a total project cost of \$3.5 million.

9) Round Rock Health Professions – 2 (Esperanza Hall)

Programmer: Facility Programming and Consulting Est. Cost: \$45,000,000

The fourth academic building on the Round Rock Health Professions campus will include classrooms and offices to support four departments in the College of Health Professions, the Advising Center, and the Dean's Office. The building was re-programmed and a revised cost estimate was completed for possible funding by the Legislature. This program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request in July 2012 and again in July 2014. The project is on hold pending funding.

10) Roy F Mitte Space Reconfigurations

Programmer: Facility Programming and Consulting Est. Cost: \$5,400,000

Facility Programming and Consulting is preparing the Architectural Space Program for the Roy F Mitte Space Reconfigurations project, which is on the current CIP. The scope of this project will focus on the repurposing of the vacated spaces after selected departments relocate to the new Engineering and Science Building (Ingram Hall) in 2018. Design will begin by summer 2017 and construction will commence in summer 2018 with an anticipated completion in summer 2019. The total project cost is set at \$5.4 million.

II. Design and Construction Document Phase

11) DHRL Blanco Hall Renovations

Architect: Pfluger Architects Est. Cost: \$47,300,000
Contractor: Spaw Glass Construction Est. Completion: August 2019

The estimated total project cost of \$47.3 million will be expended in phases over a period of several years. The scope of renovations and improvements to Blanco Residence Hall includes upgrades of the building utilities infrastructure; minor modifications to the main entry area, living rooms, bedrooms, and restrooms; and repairing/enhancing the exterior. The current scope of work is being reviewed in detail by the stakeholders, architect and contractor with the main focus centered on MEP infrastructure improvements

12) LBJ Student Center Expansion

Programmer: Facility Programming and Consulting
Architect: Atkins Architects, Inc. Est. Cost: \$47,600,000
Contractor: TBD Est. Completion: April 2020

The LBJ Student Center Expansion Architectural Space Program was completed with the current total project cost at \$47.6 million. This included the construction of an approximate 63,500 gross square foot addition that will expand the Student Center footprint into the existing amphitheater area. The renovations of about

63,000 existing gross square feet are also included in the program. Atkins and Moody Nolan were the selected architects and have begun design of the expansion. The project will also include an expanded Welcome Center sharing space with the Alumni Center. The RFQ for the Contractor will be posted in July 2017.

III. Construction Phase

13) Albert B. Alkek Library Renovations

Architect: PBK Architects, Inc.	Est. Cost:	\$14,024,925
Contractor: J. T. Vaughn Construction	Est. Completion:	June 2017

The Albert B. Alkek Library Renovations project includes the phased repairs and upgrades of electrical, information technology systems, and limited mechanical infrastructure components. Substantial Completion is pending formalized submittal for signature.

14) Archives and Research Center (formerly "Library Repository")

Architect: Harrison Kornberg Architects	Est. Cost:	\$15,415,900
Contractor: DPR Construction	Est. Completion:	Summer 2017

The Archives and Research Center, located at the Science, Technology, and Advanced Research (STAR) Park, has a total project cost of \$15.4 million, which includes \$14.7 million for the construction of the building, and approximately \$700,000 for site development and utilities' infrastructure improvements. The project is approximately 99 percent complete with furniture installations taking place. Project completion and occupancy is targeted for summer 2017.

15) DHRL Retama Hall Renovations

Architect: KSQ Architects, PC	Est. Cost:	\$9,000,000
Contractor: Flynn Construction, Inc.	Est. Completion:	July 2017

The Retama Hall Renovations project has a total project cost of \$9 million. Construction is underway with substantial completion anticipated by summer 2017. The project is approximately 89 percent complete.

16) Engineering and Science Building (Bruce and Gloria Ingram Hall)

Architect: Treanor Architects/Alamo Architects	Est. Cost:	\$120,000,000
Contractor: SpawGlass Contractors, Inc.	Est. Completion:	July 2018

The Engineering and Science Building (Bruce and Gloria Ingram Hall) total project cost is \$120 million at a total size of 166,851 gross square feet. Construction is approximately 25 percent complete and is on schedule. Occupancy is targeted for July 2018 to accommodate the students by August 2018.

FINAL REPORT FOR
Bernard Johnson Coliseum Renovation
Sam Houston State University

PROJECT DESCRIPTION:

The Benard G. Johnson Coliseum Renovation project was completed in accordance with the plans and specifications prepared by PBK Sports of Houston, Texas and constructed by White Construction Company of Austin, Texas. This project included installation of new HVAC system, replacement of the performance/events floor, upgrading of existing guard and hand-rails throughout seating code compliance, addressing of deteriorated east tunnel doors, replacing telescoping seating on the north side and adding storage space, redesign of lower floor rooms to provide adequate locker rooms, training rooms, storage areas and support spaces. An AV production room was added on the south side of the bowl and the Bearkat lounge was expanded opened to the north seating area. All data cabling infrastructure was replaced. Project was substantially completed on October 26, 2016.

FINANCIAL INFORMATION:

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 10,200,214.00	\$ 10,200,214.00		\$ 1,186,755.16	\$ 11,386,969.16
Contingency	\$ 474,875.00				\$ -
Architect/Engineering	\$ 814,231.00	\$ 893,620.51	\$ 79,389.51		\$ 893,620.51
Owner Services	\$ 810,657.00	\$ 564,283.39	\$ (246,373.61)		\$ 564,283.39
Other	\$ 45,000.00	\$ 70,853.89	\$ 25,853.89		\$ 70,853.89
Total	\$ 12,344,977.00	\$ 11,728,971.79	\$ (141,130.21)	\$ 1,186,755.16	\$ 12,915,726.95

LIQUIDATED DAMAGES/SETTLEMENTS:

CHANGE ORDERS:

No.	Description	Amount	Time Adjustment
1	CPGC-1 Add IT/AV Scope to Project	\$ 727,385.28	
2	CPGC-3, CPGC-4, CPGC-8, CPGC-10, CPGC-13 and CPGC-24 Division 10 Modifications, HVAC Modifications, Electrical & Fire Alarm Modifications, Guardrail Revision, MEP, Tile Extension	\$ 274,504.39	
3	CPGC-29, CPGC-9, CPGC-18, CPGC-12, CPGC-19 and CPGC-2 AV-IT User requests, Boiler Enclosure, Moisture Mitigation, Lower Bowl/East Tunnel. North Storage Deck Infill, Graduation Prep Svcs.	\$ 200,265.55	
4	CPGC-7, CPGC-28, CPGC-26, CPGC-23 Wood Floor Blocking, Lounge Upgrades, Louver Framing, and Paint Additions	\$ 44,147.66	

5		\$ (59,547.72)	
	CPGC-46-2 to reduce project costs for final reconciliation		
Total		\$ 1,186,755.16	0

HUB PARTICIPATION:

Percent: 2% Amount: \$217,235

SCHEDULE INFORMATION:

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	2/29/2016	Despite their having to work around the University's graduation schedule, White Construction Co. was able to complete the Project 48 days ahead of schedule - in time for the Men's Basketball opening game to be played in the Coliseum.
Original Duration (days)	289	
Change Order Adjustments (days)	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	12/13/2016	
Actual Completion Date	10/26/2016	
Difference Between Contract and Actual Completion Date	48	

BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :

No ADA violations were noted on the TAS Inspection Report. Only minor issues were noted during Test and Balance which have been addressed. The building systems are performing well.

ARCHITECT/ENGINEER EVALUATION:

Overall, the performance of PBK Sports and its consultants was above average. The quality of the documents produced and PBK's responses to RFIs were satisfactory.

CONTRACTOR EVALUATION

The performance of the CMR, White Construction Co., was excellent. White's pre-construction services were above average. White's field supervision was extremely cooperative and innovative in their problem solving.

APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:

Code review and inspections were performed by the University EHSRM Department. Code review and inspections were performed by the Compliance Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically challenged.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

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 5.5 of CHAPTER VI
on PAGE VI-10

CHAPTER VI. STUDENT SERVICES AND ACTIVITIES

* * *

5. STUDENT CONDUCT AND DISCIPLINE.

* * *

- 5.5 Suspended, Expelled, and Dismissed Student Restriction. No student who has been suspended, expelled, or dismissed for disciplinary reasons from a Component of the System shall, during the applicable period of discipline, be eligible to enroll at any other System Component. The registrar of a Component ~~is authorized to shall:~~ 1) make Make an appropriate notation on the student's transcript to accomplish this objective; and ~~to remove~~ 2) Remove the notation when the student's disciplinary record ~~had~~ has been cleared.

Explanation

This revision requires Component registrars to notate disciplinary suspensions, expulsions or dismissals on student transcripts until the disciplinary record has been cleared, preventing such students from leaving the Component from which they were suspended, expelled or dismissed for disciplinary reasons and enrolling at another Component institution.

PARAGRAPHS 3.3 and 10.4 of CHAPTER VIII
on PAGES VIII-3 and VIII-11

CHAPTER VIII. ETHICS POLICY FOR REGENTS
AND EMPLOYEES OF THE TEXAS STATE UNIVERSITY SYSTEM

* * *

3. CONFLICTS OF INTEREST.

* * *

- 3.3 Recusal Required for Certain Types of Contracts Involving Pecuniary Interests. If a Regent is a stockholder or director of a corporation seeking to enter into a contract with the System or a component thereof, but owns or has a beneficial interest in no more than ~~five~~ one percent of the corporation's outstanding capital stock, the contract may be executed so long as it is an affiliation agreement, license (including a license of intellectual property), or sponsored research agreement, or it is awarded by competitive bidding or competitive sealed proposals. An interest owned by the Regent's spouse is considered to be a "beneficial interest." The affected Regent must disclose such interest in a public meeting of the Board of Regents and shall not vote on the contract or transaction.

* * *

10. PROVISIONS RELATED TO EMPLOYEES ENGAGED IN PROCUREMENT OF GOODS AND SERVICES.

* * *

- 10.4 Prohibited Contracts. A Component may not enter into a contract for the purchase of goods or services with a private vendor with whom any of the following Component employees or officials have a financial interest:
- (1) A member of the Board of Regents, unless, pursuant to *Education Code, Section 51.923(e)*, the member does not have a "substantial interest" in the business entity or vendor;
 - (2) The Chancellor, president, vice chancellor and general counsel, chief procurement officer, or procurement director of the Component; or,
 - (3) A family member related to an employee or official described by *Subparagraph (2)* within the second degree of affinity or consanguinity.
- 10.41 A ~~Regent~~ Regent, employee or official has a prohibited financial interest in a procurement if the Regent, employee or official:
- (1) Owns or controls, directly or indirectly, or otherwise has an ownership interest of at least one percent in the entity seeking the contract or procurement, including the right to share in profits, proceeds, or capital gains; or

- (2) Could reasonably foresee that a contract with such an entity might result in a financial benefit to the employee or official or to a third party or parties in whose welfare the employee or officer is interested.

10.42 A financial interest prohibited by this section does not include a retirement plan, a blind trust, insurance coverage, or an ownership interest of less than one percent in a corporation.

Explanation

These revisions to the System's *Ethics Policy* for Regents are made to conform with the language of Senate Bill No. 533, passed in the 85th (Regular) Legislative Session. The bill revised *Section 51.923(e)* of the Texas *Education Code*, relating to the definition of a member of a governing board's "substantial interest in a business entity," so that a conflict of interest will now be defined as a one percent (1%) interest instead of ten percent (10%).

APPENDIX A-6

TEXAS STATE UNIVERSITY SYSTEM
SEXUAL MISCONDUCT POLICY AND PROCEDURES

[To be replaced in its entirety by the attached policy.]

Explanation

The 85th Regular Session of the Texas Legislature established new requirements on institutions of higher education for handling incidents of dating violence, sexual assault, sexual harassment, and stalking. On April 24, 2017, the Vice Chancellor and General Counsel requested Component Presidents submit proposed changes to the current Sexual Misconduct Policy. Two Components submitted proposals for consideration by the TSUS OGC. Due to the large number of substantive and nonsubstantive changes, the current Sexual Misconduct Policy will be replaced with the attached Sexual Misconduct Policy.

Substantive changes to the Sexual Misconduct Policy are summarized by category: Legislative, Due Process, Appeal and Procedural.

Legislative

Changes required by SB 968 and SB 969

- New language permits electronic reporting of incidents of sexual assault and permits the reports to be made anonymously (Required by SB 968/Texas Education Code §51.9393)
- New language prohibits Components from taking disciplinary action against student who, in good faith, reports incident of sexual assault, sexual harassment, dating violence or stalking, provided the student did not commit or assist in the commission of such acts (Required by SB 969/Texas Education Code §51.9366)
- New language ensures Complainant and Respondent receive counseling by different counselors whenever possible (Required by SB 968/Texas Education Code §51.9393)
- New language ensures Complainant and Respondent are permitted to drop a course in which both parties are enrolled without an academic penalty (Required by SB 968/Texas Education Code §51.9393)

Due Process

Changes required to ensure appropriate due process

- Clarifies that Parties will have a minimum of five class days' notice of a due process hearing
- Clarifies that Parties will have timely access to all materials to be used during meetings or hearings but such access will not occur until after the Title IX investigator completes the investigation
- Permits parties to be in separate rooms during the due process hearing

- Prohibits parties (who are students) from questioning each other or the other Party's witnesses; however, Parties may submit written questions to the Hearing Chair, who will ask the requested relevant question(s)
- Prohibits Respondent faculty from questioning each other or the other Party's witnesses; however, Parties may submit written questions to the Hearing Chair, who will ask the requested relevant question(s)

Appeal

Changes regarding the appeal process

- Clarifies that students and faculty members have the right to appeal, but not Third Parties
- Clarifies the process for an appeal by Student Respondent and Faculty Member Respondent

Procedural

Procedural changes were made to either clarify existing procedures or to change existing procedures

- New language clarifies that the System has adopted a Sexual Assault Policy for each Component
- Notes reporting responsibilities of university employees and factors to be considered by the Component when deciding whether to honor a request for anonymity
- New language clarifies training to occur each calendar year
- New language clarifies that all complaints will be investigated by or at direction of the Title IX Coordinator
- Clarifies the person(s) responsible for issuing the notice of a Finding; the person(s) who are to receive a copy of such notice; and the timing of such notices
- Clarifies the review process for Respondent staffers and faculty

TEXAS STATE UNIVERSITY SYSTEM SEXUAL MISCONDUCT POLICY AND PROCEDURES

1. Introduction

- 1.1 Institutional Values. The Texas State University System, its colleges, and universities (collectively referred to as “System” and/or “Components” and used interchangeably herein) 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. 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. Sexual Misconduct, as defined in this Policy, is a form of sex discrimination and will not be tolerated. The System and 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, 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;
 - 1.44 that otherwise threatens the health and/or safety of a member of the Component community; and
 - 1.45 occurring after the effective date of this Policy.
 - 1.46 All incidents occurring prior to the effective date of this Policy are controlled by the Policy in effect at that time.

- 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. While this Policy extends to those who are not students or employees of the Component, it may be very difficult for the component to follow up and/or take disciplinary action against Third Parties.

- 1.6 Effect of Criminal Prosecution, Continuation of Proceedings. 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 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 policies.
- 1.8 Sexual Misconduct Policy also known as Sexual Assault Policy. This Policy has been adopted for each Component by the System as its sexual assault policy. It shall be made available to students, faculty and staff by including it in the Component's student, faculty and personnel handbooks and by creating and maintaining a web page on the Component's website dedicated solely to the Policy.
- 1.81 Each Component shall email students the protocol for reporting incidents of sexual assault, including the Component's Title IX Coordinator's name, office location and contact information at the beginning of each semester or academic term.
- 1.82 Each Component shall permit employees and enrolled students to electronically report allegations of sexual misconduct.
- 1.83 Electronic reporting of incidents of sexual misconduct shall be permitted to be made anonymously.
- 1.84 Electronic reporting of incidents of sexual misconduct shall be accessible through a clearly identifiable link on the Component's website home page.
- 1.9 Conflicts of Interest. In any situation where the investigator, administrator, Sanctioning Authority or Appellate Authority has a conflict of interest, a designated employee approved by the Title IX Coordinator shall assume duties imposed under this Policy.

2. Definitions

A Glossary with definitions of sexual misconduct offenses and other terms used in this Policy is attached.

3. Reporting

- 3.1 Employees That 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, unless the Victim has also reported the incident to law enforcement.

- 3.11 Before a Victim reveals any information to a Responsible Employee, the employee should ensure that the Victim understands the employee's reporting obligations. If the Victim requests anonymity and confidentiality, direct the Victim to Title IX Confidential Sources.
- 3.12 If the Victim reports an incident to the Responsible Employee but also requests anonymity and confidentiality or requests that the matter not be 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 inform the Title IX Coordinator of the Victim's request for confidentiality.
- 3.13 When weighing a Victim's request for anonymity and confidentiality or that no investigation or discipline be pursued, the Component will consider a range of factors, including the following:
 - 3.131 the increased risk that the Alleged Perpetrator will commit additional acts of sexual or other violence;
 - 3.132 whether there have been other sexual misconduct complaints about the same Alleged Perpetrator;
 - 3.133 whether the Alleged Perpetrator has a history of arrests or records from a prior school indicating a history of violence;
 - 3.134 whether the Alleged Perpetrator threatened further sexual misconduct or other violence against the Victim or others;
 - 3.135 whether the alleged sexual misconduct was committed by multiple Perpetrators;
 - 3.136 whether the alleged sexual misconduct was perpetrated with a weapon;
 - 3.137 whether the Victim was a minor at the time of the alleged conduct;

3.138 whether the Component possesses other means to obtain relevant evidence of the alleged sexual misconduct (e.g., security cameras or personnel, physical evidence); or

3.139 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.

- 3.2 Title IX Confidential Sources (as defined in the Glossary). Each Component will identify and provide contact information of Confidential Sources in various locations, including but not limited to the Component's website; the student's handbook; the Dean of Students Office; and Campus Police or Security. These Confidential Sources are required to maintain anonymity and shall not report any information about an incident to the Title IX Coordinator without a Victim's permission. They will assist in a crisis 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. Training for Confidential Sources to be through their professional organizations, if any, and through the Title IX Coordinator.
- 3.3 Anonymity Requests. When considering reporting options, Victims should be aware that Title IX Confidential Sources as described in the Glossary, are permitted to honor a request for anonymity and can maintain confidentiality. Most Component personnel have mandatory reporting and response obligations, regardless of the Victim's request for anonymity or confidentiality. Once a complaint is made to a Responsible Employee, the Component must balance a Victim's request for anonymity and confidentiality with the responsibility to provide a safe and non-discriminatory environment for the Component community. The Component will protect a Complainant's request for anonymity and confidentiality by refusing to disclose his or her information to anyone outside the Component to the maximum extent permitted by law.

- 3.4 Interim Measures when Anonymity is Requested. The Component's inability to take disciplinary action against an alleged Respondent because of a Complainant's insistence on anonymity, 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.
- 3.5 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 (Texas *Attorney General Open Records Decision 339* (1982)).
- 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.
- 3.7 Reporting Options. Although a 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 herein. A Victim of sexual misconduct is encouraged to report to any of the sources below.
- 3.71 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.
- 3.72 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.

- 3.73 Title IX Coordinator. Any incident of sexual misconduct may be brought to the attention of the 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.
- 3.74 Dean of Students Office. Any incident of sexual misconduct may be brought to the attention of the Dean of Students 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.
- 3.75 Campus Security Authority. A complaint of sexual misconduct may 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 Students Office.
- 3.76 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.
- 3.77 Responsible Employee. An individual may report alleged sexual misconduct to a Responsible Employee, as that term is defined in the Glossary. A faculty or staff member with any knowledge (including firsthand observation) about a known or suspected incident of sexual misconduct (other than Title IX Confidential

Sources) must promptly report the incident to the Component Title IX Coordinator or his or her designee.

3.78 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.

3.8 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 evidence (which may be helpful to prove sexual misconduct or to obtain a judicial order of protection), the support of crisis counseling, and immediate police response.

4. Interim Measures

When an incident of sexual misconduct is reported, the Component will consider interim measures while the incident is investigated and adjudicated.

4.1 Measures Imposed by the Title IX Coordinator and/or Investigator. The Investigator will determine and implement interim measures as appropriate and necessary and to limit potential retaliation. Interim measures may include, but not be limited to:

- 4.11 campus no-contact orders;
- 4.12 reassignment of housing or work assignments;
- 4.13 temporary withdrawal or suspension from the Component, in accordance with *System Rules and Regulations Chapters IV § 2.2(14), V § 2.141, and VI § 5.(14)*;
- 4.14 escort or transportation assistance;
- 4.15 modification of class or work schedules; or
- 4.16 restrictions from specific activities or facilities.

4.2 Any interim disciplinary action must comply with *System Rules and Regulations Chapters IV § 2.2(14), V § 2.141, and VI § 5.(14)*.

4.3 Failure to adhere to the parameters of any interim measures may be considered a separate violation of this Policy and may result in disciplinary Sanctions.

4.4 The Component will honor any order of protection, no contact order, restraining order or similar lawful order issued by any criminal, civil, or tribal court.

4.5 The Component shall maintain as confidential any 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 measures.

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 in any way in the process of investigating or adjudicating an incident of sexual misconduct. Any actual or threatened retaliation, or any act of intimidation to prevent or otherwise obstruct the reporting, investigating, or adjudicating of 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 the Title IX Coordinator.

6. Immunity

Reporting, investigating, and adjudicating incidents of sexual misconduct is of paramount importance. The Component does not condone underage drinking, illegal use of drugs or other criminal behavior. However, the Component will not take any disciplinary action against an enrolled student who in good faith reports to the Component being the victim of, or a witness to, an incident of sexual harassment, sexual assault, dating

violence, or stalking for a violation by the reporting student of the Component's code of conduct occurring at or near the time of the incident.

6.1 A Component may investigate to determine whether a report was made in good faith.

6.2 A determination that a student is entitled to immunity is final and may not be revoked.

6.3 Immunity may not be given to a student who reports his or her own commission or assistance in the commission of sexual harassment, sexual assault, dating violence, or stalking.

6.4 This section may not be construed to limit a Component's ability to provide immunity from application of the Component's policies in circumstances not described herein.

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

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

8.1 Training.

8.11 Primary Prevention Training. Every incoming student, including undergraduate transfer students, and new employees shall attend prevention and education training or orientation regarding sexual misconduct and the campus sexual assault policy during the first semester or term of enrollment or employment. The Component shall establish the format and content of the training or orientation. 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:

- 8.111 awareness and prevention of rape, acquaintance rape, domestic violence, dating violence, sexual assault, and stalking;
- 8.112 definitions of sexual misconduct offenses which are prohibited by the Component as defined by Texas law;
- 8.113 definition of consent as defined by Texas law;
- 8.114 risk reduction, such as recognition of warning signs of possible sexual misconduct, situational awareness and safety planning;
- 8.115 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;
- 8.116 procedures for reporting, investigating, and accessing possible Sanctions for sexual misconduct as described in this Policy;
- 8.117 options for reporting sexual misconduct and the confidentiality that may attach to such reporting;
- 8.118 campus and community resources available to Complainants or Respondents;
- 8.119 interim safety measures available for Complainants; and,
- 8.120 descriptions of additional and ongoing sexual misconduct training.

8.2 Ongoing Sexual Misconduct Training. The Component's commitment to raising awareness of the dangers of sexual misconduct may include, but is not limited to, 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, but is not limited to, dissemination of informational materials regarding the awareness and prevention of sexual misconduct.

- 8.3 Training of Title IX Coordinators, Investigators, Hearing and Appellate Authorities. All Coordinators, Deputy Coordinators, Investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each calendar 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:
- 9.11 both Parties are willing to engage in mediation and consent to do so in writing;
 - 9.12 the Complainant and the Respondent are both students or are both employees of the Component;
 - 9.13 the Title IX Coordinator agrees that informal resolution is an appropriate mechanism for resolving the Complaint;
 - 9.14 the Complaint involves only Sexual Harassment as described in this Policy and does not involve any other sexual offense, and
 - 9.15 Mediation shall be concluded within ten (10) class days
- 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 herein.

10. Investigation Procedures and Protocols

10.1 Authority to Investigate. Complaints shall only be investigated and/or resolved at the direction of the Title IX Coordinator.

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

10.21 Assignment. The Title IX Coordinator will review the complaint and investigate or assign the investigation to a Deputy Coordinator or Investigator. The Complainant shall be notified 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.

10.22 Initial Meeting with Complainant. As soon as is practicable, the Investigator shall contact the Complainant and schedule an initial meeting. At the initial meeting the Investigator will:

- 10.221 provide an electronic and/or hard copy of this Policy which explains the process and rights of all Parties;
- 10.222 request additional information regarding the reported incident;
- 10.223 explain the investigatory process;
- 10.224 explain the options for reporting to law enforcement authorities, whether on campus or local police;
- 10.225 discuss Complainant's request for anonymity and confidentiality, if such has been requested, and explain that confidentiality may impact the Component's ability to investigate fully;
- 10.226 determine whether the Complainant wishes to pursue a resolution;
- 10.227 refer the Complainant, as appropriate, to the counseling center or other resources which may include, but are not limited to, law enforcement,

medical assistance, psychological counseling, victim advocacy resources, legal resources, Component disciplinary action, immigration services, and criminal prosecution;

10.228 discuss with the Complainant, possible interim measures as described in this Policy;

10.229 inform Complainant and Respondent that, to the greatest extent practicable based on the number of counselors employed by the Component, the Component will ensure that each Complainant or Respondent of an incident of sexual assault, or any other person who reports such incident, are offered counseling provided by a counselor who does not provide counseling to any other person involved in the incident; and,

10.230 inform Complainant and Respondent of an incident of sexual assault of the option of dropping a course in which both parties are enrolled without any academic penalty.

10.23 Interim Measures. The Title IX Coordinator and/or Investigator will determine and implement interim measures.

10.3 Prompt, Fair, and Equitable Investigation.

10.31 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.

- 10.32 Notice of Investigation and Allegations to Respondent. At the outset of an investigation, the Investigator will provide the Respondent prompt notice of the investigation to include the allegation(s) in writing together with a copy of this Policy. Written notice of the investigation will be provided to the Complainant concurrently with Respondent.
- 10.33 Equitable Treatment.
- 10.331 Investigator shall not have a conflict of interest or bias, and will remain neutral throughout the investigation. Complainant and Respondent shall have opportunities to respond in person and/or in writing, submit relevant documents, and identify relevant witnesses.
- 10.332 Complainant and Respondent will receive a minimum of forty-eight hours' notice of any Sanction or appellate meeting, and a minimum of five (5) class days' notice of a due process hearing, if any.
- 10.333 Complainant and Respondent may have one representative and/or one 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 Complainant or Respondent, but may not otherwise directly participate in the meetings or hearing.
- 10.334 Complainant, Respondent, and appropriate Component officials will have timely access to any documentation that will be used during a due process hearing or a meeting to dispute Findings and/or Sanctions. Access to such materials will be consistent with FERPA and will not be allowed until after the investigation is concluded.
- 10.34 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.

10.35 Investigative Report. 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 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 Investigative Report under the “preponderance of the evidence” standard as defined in the Glossary.

11.2 Title IX Coordinator Finding and Recommended Sanction

11.21 The Title IX Coordinator will make a written Finding as to whether:

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

11.212 it is more likely than not that Respondent violated the Sexual Misconduct Policy, and the nature of the violation(s).

11.22 The Finding shall include the Title IX Coordinator’s basis for the decision and recommended Sanctions when there is a Finding of a violation.

11.23 Communication of the Finding and Recommended Sanctions.

11.231 When there is a Finding of no violation of the Sexual Misconduct Policy, the Title IX Coordinator will communicate the Finding in writing simultaneously to the Complainant AND Respondent.

11.232 When there is a Finding that it is more likely than not that Respondent violated the Sexual Misconduct Policy, the Title IX Coordinator will communicate the Finding in writing to the Component Administrator with authority to determine and issue appropriate Sanctions.

11.233 When there is a Finding of a violation by a Respondent employed by the Component, the Title IX Coordinator,

in consultation with appropriate administrative officials, will provide the Finding to additional individuals, with supervisory authority over the employee, who are not in the line of appellate review.

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 are limited to the following:
- 12.11 withholding a promotion or pay increase;
 - 12.12 reassigning employment, including, but not limited to demotion in rank;
 - 12.13 terminating employment;
 - 12.14 barring future employment;
 - 12.15 temporary suspension without pay;
 - 12.16 compensation adjustments;
 - 12.17 expulsion, suspension or dismissal 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 (this may include, but not be limited to educational programs and batterer 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;
 - 12.28 withdrawing from a course with a grade of *W*, *F*, or *WF*;
or
 - 12.29 relevant training.

12.2 Sanction Decision. Within seven (7) class days of receipt of the Finding, the responsible Component Administrator will issue written Sanctions and send such Sanctions with a copy of the Findings to the Complainant, Respondent, Title IX Coordinator, and when appropriate, additional individuals with supervisory authority over either Party that are not in line of appellate review. Component administrator shall inform Complainant of any Sanction(s) imposed on Respondent that directly relates to Complainant.

12.3 Administrators responsible for imposing Sanctions are:

12.31 Student Respondent Sanctions. Dean of Students will issue Sanctions for students. When 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 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 equivalent prior to issuing Sanctions.

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

12.33 Faculty Respondents. The Dean shall consult with the Department Chair as appropriate and issue Sanctions.

13. Dispute of Findings and/or Sanctions

Complainant or Respondent may elect to dispute the Finding and/or the Sanction. Review of disputed Findings and/or Sanction(s) are based on the preponderance of evidence standard.

13.1 Students. Complainants or Respondents may elect to dispute the Finding and/or Sanction through a due process hearing. Student Complainants or Respondents must submit a written request for a hearing to the Component Chief Student Affairs Officer or his or her designee within five (5) class days. Procedures for the hearing are outlined in the *System Rules and Regulations, Chapter VI §§ 5.7-5.9*, with exceptions as follows:

- 13.11 The Component Representative for student due process hearings related to Sexual Misconduct shall be the Component's Title IX Coordinator or designee;
- 13.12 When the matter is heard by more than one individual, the Component will establish a Hearing Adjudicator Chair.
- 13.13 The Hearing Adjudicator Chair is responsible for arranging the due process hearing by notifying the Parties of the hearing dates, the availability of documents to be used at the hearing, the witnesses expected to provide information at the hearing, as well as deadlines for submission of questions.
- 13.14 Each Party shall receive a copy of the written request for hearing, notice of the hearing and has a right to be present; however, neither Party shall be compelled to attend any hearing and any Complainant, Respondent, or Witness that does not want to be in the same room as one of the Parties shall, upon advance request, be accommodated;
- 13.15 Complainant and Respondent may submit written questions for the other Party and any witnesses to the Hearing Adjudicator Chair. Such questions shall be submitted by the Parties in accordance with the deadline established. The Hearing Adjudicator Chair will determine, and shall ask the questions relevant to the inquiry. Any individual participating as a Hearing Adjudicator may ask relevant questions of the parties and/or witnesses.
- 13.16 Hearing Decision. When a Finding of sexual misconduct is upheld, Sanctions listed herein shall be imposed. When the Hearing Adjudicator(s) find substantial doubt about the thoroughness, fairness, and/or impartiality of the investigation or determines there is insufficient evidence to support the recommended Finding, it may remand the matter to the Title IX Coordinator for further investigation and/or other action, or reject the recommended Finding(s) or Sanction(s).
- 13.17 The Hearing Adjudicator Chair shall issue a written, final Decision and shall provide a copy of the Decision to Complainant, Respondent, Title IX Coordinator, and Dean of Students.

- 13.2 Staff. Complainants or Respondents may elect to dispute the Finding and/or Sanction as follows.
- 13.21 Any request for review of the Finding or Sanction against a staff member must be made in writing and submitted with all information in support of the request to the Chief Human Resources Officer, or his or her designee, within five (5) class days of receipt of the Finding or Sanction.
- 13.22 The Chief Human Resources Officer shall provide a copy of the materials submitted to the other Party, the Title IX Coordinator, and the appropriate divisional Vice President within three (3) class days of receipt.
- 13.23 A Party who has not requested review, including the Component, may, but is not required to, submit a written response to the appropriate divisional Vice President within five (5) class days of receiving the materials.
- 13.24 The reviewing Vice President may approve, reject, modify, or remand the Decision. The Vice President's Decision is final.
- 13.25 The reviewing Vice President will inform Complainant, Respondent, Title IX Coordinator, appropriate supervisor and Chief Human Affairs Officer of the Decision in writing.
- 13.3 Non-Tenured Faculty Dispute of Non-Reappointment or Termination After Expiration of Contract Period. Should the Sanction against a non-tenured faculty member result in the non-reappointment or termination of the faculty member after expiration of his/her contract period, faculty member may dispute the Findings and/or Sanctions as described herein. However, the faculty member is not entitled to a due process hearing.
- 13.31 No later than thirty (30) business days after the faculty member receives notice of the Finding and/or Sanction, he or she shall request review from the President by submission of the grievance form prescribed by the Component together with any supporting materials.
- 13.32 The Component President shall designate a Hearing Officer to review.

- 13.33 The Hearing Officer shall provide a copy of the materials submitted to the other Party, the Title IX Coordinator, within five (5) class days of appointment.
- 13.34 The Hearing Officer will meet with the faculty member at a mutually convenient time to review the dispute.
- 13.35 The Hearing Officer may secure any information the officer determines necessary to review the dispute.
- 13.36 The Hearing Officer shall make a written recommendation to the President to approve, reject, modify, or remand the Finding and/or Sanction and shall provide a copy of the recommendation to the faculty member, the other Party, the Title IX Coordinator and Provost.
- 13.37 The Component President shall issue a written, final Decision and shall provide a copy of the Decision to the faculty member, the other Party, the Title IX Coordinator and the Provost.
- 13.4 Faculty Due Process Hearing. Tenured faculty receiving a Sanction that impacts the faculty member's continued employment, full-time salary (not including administrative positions or summer teaching) or demotion in rank or other faculty member whose employment is terminated prior to the end of his or her contract period may elect to dispute the Finding and/or the Sanction through a due process hearing. Hearing procedures are outlined in the *System Rules and Regulations, Chapter V, § 4.54* with the following exceptions:
- 13.41 The role of the Hearing Tribune is to review the investigation and the appropriateness of the Sanction for significant procedural errors or omissions;
- 13.42 All notices and correspondence shall be sent to Complainant, Respondent, Title IX Coordinator, and Provost who shall be referred to as Required Parties for purposes of this section.
- 13.43 Within five (5) class days of receipt of the Finding and/or Sanction, the faculty member must file a written request for a due process hearing by submitting the request together with any materials for review to the Provost.
- 13.44 The other Party shall receive notice of the hearing and has a right to be present, but shall not be compelled to attend any hearing. Complainant, Respondent, or Witness who does not

want be in the same room as one of the Parties shall, upon advance request, be accommodated.

- 13.45 Cross examination shall proceed as follows: Complainant and Respondent may submit written questions for the other Party and any witnesses to the Hearing Tribunal Chair. Such questions shall be submitted by the Parties in accordance with the deadline established by the Hearing Tribunal Chair. The Chair will determine, and shall ask, the questions relevant to the inquiry. Any individual participating as a Hearing Tribunal member may ask relevant questions of the parties and/or witnesses.
- 13.46 Complainant, Respondent, or Component may be assisted or represented by counsel.
- 13.47 The Hearing Tribunal Chair shall issue the recommendation to approve, reject, modify, or remand the Finding and/or Sanction. The recommendation shall be forwarded to the President and Required Parties within five (5) class days of the hearing.
- 13.48 When a Finding of sexual misconduct is upheld, Sanctions listed herein shall be imposed. When the President finds substantial doubt about the thoroughness, fairness, and/or impartiality of the investigation or determines there is insufficient evidence to support the recommended Finding, he or she may remand the matter to the Title IX Coordinator for further investigation and/or other action, or may reject the recommended Finding(s) or Sanction(s).
- 13.49 The President shall issue a written, final Decision and shall provide a copy of the Decision to the Required Parties.
- 13.5 Other Faculty Disputes. All other faculty disputes of the Finding and/or Sanction against faculty shall follow the procedures for Staff stated herein.
- 13.6 Third Parties. Third Party Complainants or Respondents have no right to dispute or appeal Findings or Sanctions.

13.7 Sanctions During Dispute. Any Sanction(s) imposed will remain in place while any dispute is pending, unless, in the discretion of the Component Administrator imposing the Sanction, good cause exists to stay the Sanction.

14. Appeal of Finding or Sanctions

14.1 Right to Appeal. If a student or faculty member Complainant or Respondent is dissatisfied with the determination of a due process hearing, either Party may appeal. Third Party Complainants or Respondents have no right of appeal of Findings or Sanctions.

14.2 Grounds for Appeal. Grounds for appeal are limited to the following:
14.21 previously unavailable relevant evidence;
14.22 substantive procedural error in the investigation or hearing; or
14.23 Sanction is substantially disproportionate to the Finding;

14.3 Procedure for Student Appeals.

14.31 An appeal is only available after a Decision in a due process hearing.

14.32 Appeals shall be made in writing and include the ground(s) for appeal. All information in support of the appeal must be included and submitted to the Chief Student Affairs Officer, or his or her designee (Appeal Officer), within five (5) class days of the due process hearing Decision.

14.33 The Appeal Officer shall provide a copy of the appeal submission(s) to the other Party and the Title IX Coordinator within three (3) class days of receipt.

14.34 The Party who has not filed an appeal, including the Component, may, but is not required to, submit a written response to the appeal within five (5) class days of receipt. The Appeal Officer shall provide a copy of the response, if any, to the other Party and the Title IX Coordinator within three (3) class days of receipt.

14.35 The Appeal Officer may approve, reject, modify, or remand the decision. The Appeal Officer shall issue a written Decision and shall provide a copy to Complainant, Respondent, Title IX

Coordinator, and Dean of Students. The Appeal Officer's Decision is final.

14.4 Appeal of the Decision of a Faculty Due Process Hearing. Appeals of faculty due process hearings are governed by *System Rules and Regulations, Chapter V. § 4.56* with exceptions as follows:

14.41 A faculty member must submit a written appeal stating grounds with any supporting documentation to the System Administrative Office within thirty (30) calendar days of receipt of the President's decision.

14.42 The System Office shall provide a copy of the appeal concurrently with receipt to the non-appealing Party, the President, Title IX Coordinator, and additional individuals with supervisory authority over either Party.

14.43 The President may submit a written response to the appeal within thirty (30) calendar days of receipt of the appeal from the System Office.

14.44 The Board shall provide notice in writing of the reasons for its Decision simultaneously to the faculty member, the non-appealing Party, the President and Title IX Coordinator. The Decision of the Board is final.

14.5 Sanctions Pending Appeal. Any Sanction(s) 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.

15. Final Decision

15.1 No Appeal. Decisions and Sanctions imposed under this Policy are final when the period for appeal under the rules and policies referenced herein have expired without initiation of an appeal by either Party.

15.2 Conclusion of Appeal. An appealed Decision is final as outlined in the rules and policies referenced herein.

15.3 Notification of Outcomes.

A notice of outcome provided to a Complainant, to include a Finding, Sanction, Decision of a due process hearing, or appeal Decision must include:

- 15.31 Whether the alleged conduct was more likely than not to have occurred;
- 15.32 Any Sanction imposed on the Respondent that directly relate to the Complainant, and
- 15.33 Other steps the school has taken to eliminate the hostile environment, if the Component finds one exist(ed), and to prevent recurrence.

16. Biennial Policy Review

Each biennium, this Policy shall be reviewed. Any revisions determined necessary shall be brought before the System's Board of Regents for approval.

GLOSSARY DEFINITIONS

Complainant refers to the person making a complaint of sexual misconduct, and shall be referred to herein as either Complainant, or Alleged Victim, and these terms may be used interchangeably throughout this Policy.

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.

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.

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).

Confidential Source refers to 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 individuals whose scope of employment include confidentiality requirements under Texas law.

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*.)

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

- 1) consent is a voluntary agreement or assent to engage in sexual activity;
- 2) someone who is incapacitated cannot consent;
- 3) consent can be withdrawn at any time;
- 4) past consent does not imply future consent;
- 5) silence or an absence of resistance does not imply consent;
- 6) consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another;
- 7) coercion, force, or threat invalidates consent; and,
- 8) being intoxicated or under the influence of alcohol, drugs, or any other substance is never an excuse for engaging in sexual misconduct.

Dating Violence is violence committed by a person:

- 1) who is or has been in a social relationship of a romantic or intimate nature with the Victim; and
- 2) where the existence of such a relationship shall be determined by the Victim with consideration of the following factors:
 - (a) the length of the relationship;
 - (b) the type of relationship; and
 - (c) the frequency of interaction between the persons involved in the relationship

(Texas Family Code Section 71.0021).

Dean of Students Office includes the Student Affairs Office, the Student Services Office and the Dean of Student Life Office.

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*).

Incoming Student refers to a student in their first semester of enrollment.

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.

Notice may be provided via electronic or hard copy methods. Every effort will be made to notify each Party using the same method.

Parties refers to the Complainant and Respondent.

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.

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.

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:

- 1) any employee with confidentiality obligations as described as a Confidential Source herein;
- 2) cafeteria staff who are not assigned administrative duties;
- 3) custodial staff who are not assigned administrative duties;
- 4) groundskeeper staff who are not assigned administrative duties;
- 5) maintenance staff who are not assigned administrative duties;

- 6) ranch/agricultural staff who are not assigned administrative duties;
or
- 7) staff of campus physical plant who are not assigned administrative duties.

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.

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).

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

- 1) sexual intercourse (vaginal or anal);
- 2) oral sex;
- 3) rape or attempted rape;
- 4) penetration of an orifice (anal, vaginal, oral) with the penis, finger or other object;
- 5) unwanted touching of a sexual nature;
- 6) use of coercion, manipulation or force to make someone else engage in sexual touching, including touching of breasts, chest, buttocks and genitalia;
- 7) engaging in sexual activity with a person who is unable to provide consent; or
- 8) knowingly transmitting a sexually-transmitted disease to another.

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.

Examples of sexual exploitation can include, but are not limited to, the following behaviors:

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

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:

- 1) 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. Examples of this type of sexual harassment include, but are not limited to:
 - (a) pressuring another to engage in sexual behavior for some educational or employment benefit; or
 - (b) making a real or perceived threat that rejecting sexual behavior will result in a negative tangible employment or academic consequence.
- 2) 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:
 - (a) persistent unwelcome efforts to develop a romantic or sexual relationship;
 - (b) unwelcome commentary about an individual's body or sexual activities;
 - (c) unwanted sexual attention;
 - (d) 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
- (e) 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.

Sexual Intimidation includes but is not limited to:

- 1) threatening another with a non-consensual sex act;
- 2) stalking or cyber-stalking; or
- 3) engaging in indecent exposure as defined in Texas *Penal Code 21.08*.

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.

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.

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

- 1) fear for his or her safety or the safety of others; or
- 2) suffer substantial emotional distress (Texas *Penal Code Section 42.072*).

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.

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.

Third-Party Reporting refers to the submission of a complaint of sexual misconduct by a person on behalf of another person.

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 Students Office; Human Resources; and Campus Police or Security; or their equivalents.

Title IX Investigator refers to the person who conducts the Title IX investigation.

**Texas State University System
Governmental Relations Committee**

*David Montagne, Chair
Charlie Amato
Rossanna Salazar
Jaime Garza*

7. Government Relations

7. A. Legislative Update

**Texas State University System
Contracts**

8. Contracts

- 8. A. SRSU: Quarter Horse Donation Agreement and Elaine Conger Gist Gift Acknowledgement
- 8. B. Contracts CONSENT Agenda
- 8. C. LU: CONSENT: Purchase of Property – 698 Garland Ave., City of Beaumont
- 8. D. LU: CONSENT: Purchase of Property – 5160 and 5166 Hunter St., City of Beaumont
- 8. E. LU: CONSENT: Authorization for Renewal and Amendments to Agreement with Academic Partnerships, LLC
- 8. F. SHSU: CONSENT: Easement from City of Huntsville for Pedestrian Pathway Access from New Parking Lot 65 Located at 615 16th Street to the Main Campus of SHSU
- 8. G. SHSU: CONSENT: Authorization to Purchase Real Estate Located at 1108 17th Street, Huntsville, Texas
- 8. H. SRSU: CONSENT: Rio Grande College – Renewal of Facilities Leases
- 8. I. TXST: CONSENT: Acquisition of 1347 Thorpe Lane, Paraje Properties, LP
- 8. J. TXST: CONSENT: Enrollment Management and Fundraising Services Agreement
- 8. K. TXST: CONSENT: Extension of Grande Communications Agreement
- 8. L. TSUS: CONSENT: Delegation of Authority to Amend Outside Counsel Contract Relating to SHSU v. American Campus Communities Litigation

**SRSU: Quarter Horse Donation Agreement and Elaine Conger Gist Gift
Acknowledgement**

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

1. Sul Ross State University be authorized to enter into a Donation Agreement (Draft attached) for 160 Quarter Horses and associated equipment, and additional Youngstock Quarter Horses, subject to approval as to legal form by the Vice Chancellor and General Counsel; and,
2. The aforementioned gifts by Ms. Elaine Conger Gist—as well as her commitment to lead a significant fundraising campaign to create an endowment to support and sustain a unique Quarter Horse breeding program at Sul Ross State University—be hereby acknowledged and accepted.

Explanation

The donation of the Wagon Wheel Ranch Foundation Quarter Horse breeding program, inclusive of 160 breeding animals, youngstock, and related equipment, represents a tremendous opportunity to create a unique and signature program at Sul Ross State University. Such a program is expected to increase student enrollment, expand curricular offerings for undergraduate and graduate students, and create new collaborative teaching and research efforts across a wide range of institutional partners. This donation is contingent upon the creation of an endowment that, when fully funded, will wholly support the program, including salary support for two new staff and endowment of a faculty position.

Given that an endowed Foundation Quarter Horse breeding program is consistent with the ranching heritage of the Big Bend region, and that it will create a center of excellence that furthers our mission and vision, Sul Ross State University respectfully requests that the Texas State University System Board of Regents approve acceptance of this donation and establishment of the associated endowment.

**DONATION AGREEMENT BETWEEN
SUL ROSS STATE UNIVERSITY AND
ELAINE CONGER GIST**

This Donation Agreement (“Agreement”) is made between Elaine Conger Gist (“Donor”) and Sul Ross State University (“University”). The parties to this Agreement may be referred to herein collectively as “Parties” or individually as “Party.”

RECITALS

A. The contact information of the Parties to this Agreement is as follows:

University: Attention: Rob Kinucan, Ph.D., Professor and Dean
College of Agricultural and Natural Resource Sciences
Sul Ross State University
Post Office Box C-110
Alpine, Texas 79832

Donor: Elaine Conger Gist
By: John Gist, Attorney-in-Fact
312 East Illinois Avenue
Midland, Texas 79701

B. The University is governed by the Texas State University System Board of Regents, is an agency of the State of Texas, is exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code (“IRC”) and is classified as a public charity under IRC §§ 509(a)(1) and 170(b)(1)(A)(ii). A copy of the University’s IRS exemption determination letter is attached as Exhibit A.

C. Donor is the sole owner of 160 Foundation Quarter Horses, a unique concentration of the Foundation Quarter Horse bloodlines, and associated equipment (the “Horses and Equipment”), as more particularly described in Exhibit B attached hereto, which are currently located at 287 County Road 70, Lometa, Texas.

D. Donor intends that any and all of her right, title and interest of whatever nature in the Horses and Equipment be forever gifted, alienated, and conveyed to Sul Ross State University, to be used for educational purposes or otherwise advance the mission of the University.

E. The University recognizes and appreciates that the Donor wishes to continue and conserve the unique Quarter Horse breeding program (the “Program”) they have developed over the past four decades.

F. Donor recognizes the strength and quality of the University’s agricultural programs; the appropriateness of its geographic and cultural location in West Texas; its ranching heritage and

legacy as the birthplace of the National Intercollegiate Rodeo Association; and has determined that the University would be an excellent steward of the Program.

G. Donor is also the sole owner of XX Quarter Horses three years of age and younger (the “Youngstock”), as more particularly described in Exhibit C attached hereto, which are currently located at 287 County Road 70, Lometa, Texas.

H. Donor intends that, in addition to the 160 Quarter Horses referenced in Exhibits “B” and “D,” the Youngstock be gifted, alienated, and conveyed to Sul Ross State University to be sold within two years by the University in support of the Program.

I. Donor understands the costs associated with the University’s commitment to accept and maintain the Horses and Equipment, and agrees to lead a significant fundraising campaign to create an endowment to support and sustain the program as set forth in Exhibit D attached hereto. This endowment will be held by the Sul Ross State University Foundation.

J. The University understands and acknowledges that Donor intends to claim the transfer of the Horses and Equipment as a non-cash charitable donation for federal income tax purposes and the University does not intend to provide any goods or services to Donor in consideration for the Horses and Equipment.

K. Donor understands and acknowledges that the University makes no representation as to the tax consequences of the transaction contemplated by this Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The Recitals stated above are binding and are incorporated into this Agreement as if fully set out herein.
2. Donation of Horses. Donor shall transfer the Horses and Equipment to the University by donation on the terms and conditions set forth in this Agreement.
3. Transfer of Possession. Donor shall tender right, title, interest, and possession of the Horses and Equipment to the University at 287 County Road 70, Lometa, Texas. Such transfer shall be irrevocable and will be made in accordance with the schedule attached hereto as Exhibit C attached hereto; however, if, in the University’s judgment, any Horse or Equipment can no longer be used for its intended purpose, the University may refuse to take possession. This schedule may be accelerated per the written agreement of the Parties.

4. Donor's Estimated Value of the Horses. Donor estimates that the current fair market value of the Horses and Equipment is \$1,000,000. Donor understands that the gift being made under this Agreement is irrevocable.

5. Charitable Deduction. Donor has not relied on any representation from the University related to the Horses and Equipment provided in this Agreement. Donor shall obtain, at Donor's sole cost and expense, a qualified appraisal. The University will sign the acknowledgment section of IRS Form 8283 that is correctly completed by Donor and Donor's appraiser. In the event the University sells any or all of the Horses and Equipment within three years of the donation, then the University shall be responsible for completing and filing IRS Form 8282 and will send a copy of that form to Donor.

6. Representations.

a. Donor represents the following:

- i. Authorization. Donor has full power and authority to enter into this Agreement and to convey title to the Horses and Equipment in accordance with this Agreement. No consent or authorization from any other person, entity or government agency is required for Donor to enter into and perform Donor's obligations under this Agreement except as has already been obtained. The execution of this Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Horses and Equipment are subject.
- ii. Compliance with Laws. The Horses and Equipment and its current use does not in any way violate any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local, foreign, or private.

b. University represents the following:

- i. Use of Horses and Equipment. The University intends to use the Horses and Equipment in advancement of the University's educational mission and charitable purpose. The University has no current intent to liquidate any portion of the Horses and Equipment; however, if, in the University's judgement, any Horse or Equipment can no longer be used for the University's educational, research, or outreach purposes, it may be disposed according to established University guidelines. Proceeds from the sale of Horses, their progeny and/or genetic material will be used to support the Program.
- ii. Return of Income from Sale of Youngstock. The University intends to sell all Youngstock at public auction within two years of their donation, to

support the Program. The University agrees to pay the donor 10% of the gross sale proceeds of each animal upon sale of the Youngstock.

iii. Compliance with Laws. The Horses and Equipment and their current use does not in any way violate any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local, foreign, or private.

7. Further Assurances. In connection with this Agreement, the transaction contemplated hereby, and Donor's intended charitable deduction, the Parties shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement.

8. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

9. Severability. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

10. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement shall survive the Closing and shall not merge in any instrument conveying title to the University. All representations, warranties, agreements, and obligations of the Parties shall, despite any investigation made by any party to this Agreement, survive Closing, and the same shall inure to the benefit of and be binding on the Parties' respective successors and assigns.

11. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Facsimile signatures are deemed to be original signatures.

12. Waiver. The failure of either Party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

13. Board Approval Contingency. The University's performance of its obligations under this Agreement is subject to and contingent upon the University obtaining approval of the transaction by the University's Board of Regents.

14. Governing Law. This agreement is governed by and shall be construed in accordance with the laws of the state of Texas. All matters pertaining to this Agreement shall be subject to the courts of Midland, Midland County, Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DONOR

Elaine Conger Gist

By: _____
John Gist, Attorney-in-Fact

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

Dr. William L. Kibler, President
Sul Ross State University

Date

Brian McCall, Ph.D., Chancellor
Texas State University System

Date

Approved as to legal form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on _____ at _____.

The Honorable Rossanna Salazar
Chairman of the Board

Date

478787

EXHIBIT A

[IRS EXEMPTION DETERMINATION LETTER]

DRAFT

EXHIBIT B**[DESCRIPTION OF QUARTER HORSES AND EQUIPMENT]**

No.	Name	AQHA #	Born	Color	Sex
1	Bar Five Gipsy	4389529	4/25/2003	Gray	Mare
2	Bar Five Grayway 912	5040441	4/30/2006	Gray	Mare
3	Bar Five Julie 019	5064187	6/30/2006	Gray	Mare
4	Bar Five Lots Glo	4788633	5/1/2005	Gray	Mare
5	Bar Five Speckles	4389531	4/26/2003	Sorrel	Mare
6	Bar Five Surprise 019	5040452	9/3/2007	Gray	Mare
7	Berry Sweet Whizard	4431014	4/2/2003	Dun	Stallion
8	Blues Red Lady	5464885	4/6/2012	Red Roan	Mare
9	BVH Baby Heir	5471272	4/20/2012	Blue Roan	Mare
10	BVH Blu Quachita Gal	5305290	4/27/2010	Blue Roan	Mare
11	BVH Blue Val Heiress	5423664	4/29/2011	Blue Roan	Mare
12	Captain Jess Lady	3480244	3/18/1996	Brown	Mare
13	Claytons Romeo Ike	5225109	5/10/2009	Grullo	Stallion
14	Claytons San Tina	5546908	4/20/2013	Dun	Mare
15	Combo Missy	5500258	6/30/2012	Red Roan	Mare
16	Cowboys JHB Missy	5741205	6/9/2016	Dun	Mare
17	Drifting Anne	5634429	4/14/2014	Bay	Mare
18	Eastermargaritaslast	4559622	6/1/2004	Sorrel	Mare
19	Fortyeightkingmiss	4379036	2/23/2003	Black	Mare
20	Gists Fifty King	4705461	2/24/2005	Bay	Stallion
21	Goose Me Im Gone	5534174	4/19/2012	Red Roan	Mare
22	Hancocks Easy Lady	3841333	4/20/1999	Gray	Mare
23	Hancocks Starlite	3443774	5/13/1995	Red Roan	Mare
24	Hi Kings Queen	4113940	4/9/2001	Sorrel	Mare
25	Hyper Hancock	5402128	4/19/2011	Bay	Mare
26	JCF Becky Valentine	4942420	4/24/2007	Blue Roan	Mare
27	JCF Bluesmiss Beauty	4638127	4/17/2005	Blue Roan	Mare
28	JCF Miss Blue Tina	4942421	3/20/2007	Blue Roan	Mare
29	JP Royal Anna Bell	3632440	7/24/1997	Chestnut	Mare
30	JR Driftwood Carina	4980296	4/19/2007	Buckskin	Mare
31	JR Driftwood Linh	4672179	4/7/2005	Bay Roan	Mare
32	JR Wood Mas	4661852	4/19/2005	Dun	Mare
33	Junewood Flamingroan	5635747	4/24/2014	Bay Roan	Mare
34	King Hancock Miss	3480239	2/15/1996	Sorrel	Mare
35	Kinghancocksrowdygal	5112573	5/12/2008	Blue Roan	Mare
36	Kingsfortyeightmiss	4689934	5/4/2005	Bay	Mare

37	Lady Ebony King	3874149	3/17/1999	Black	Mare
38	Lady Rojo Hancock	3476441	4/16/1996	Red Roan	Mare
39	Lassos Miss Hancock	5335751	4/28/2010	Black	Mare
40	Miss Blue Wrede	3898601	4/12/1999	Blue Roan	Mare
41	Miss Fifty King	3480892	5/7/1996	Sorrel	Mare
42	Miss Fifty King Gist	3762278	4/19/1998	Bay	Mare
43	Miss Fortynine King	4689945	5/1/2005	Brown	Mare
44	Miss King Forty Five	3593741	4/16/1997	Bay	Mare
45	MLG Good Peppy	5492929	5/8/2012	Sorrel	Stallion
46	MLG Pobrecita Peppy	5114855	4/16/2008	Chestnut	Mare
47	Mr Cat Hancock	4665813	4/14/2005	Black	Stallion
48	Mr Forty Six King	4567576	5/9/2004	Gray	Stallion
49	Ms Peppy San Hix	4326198	4/9/2002	Sorrel	Mare
50	Ms Peppy San Peppy	4947943	2/8/2007	Sorrel	Mare
51	Paytons Lil Pistola	5409022	5/17/2011	Sorrel	Mare
52	Phat Phanny	5117008	4/26/2008	Bay	Mare
53	Pig Creek Hancock	3841324	3/30/1999	Red Roan	Stallion
54	Quarter Hancock Ms	4126112	2/18/2001	Sorrel	Mare
55	Rebecas Roan Lady	3620256	3/20/1997	Gray	Mare
56	Red Blue Valentine	5284554	4/26/2010	Red Roan	Stallion
57	Red Fawn Valentine	5113146	5/25/2008	Red Roan	Mare
58	Red Hotsie Hancock	4252933	3/29/2002	Red Roan	Mare
59	Red Oak Miss Peppy	4076832	4/19/2001	Sorrel	Mare
60	Reddie Roan Hancock	3476479	3/18/1996	Red Roan	Mare
61	RHR Bella Blue Blkft	5213309	3/21/2009	Blue Roan	Mare
62	RHR Buttercup Hancox	4993026	4/20/2007	Red Roan	Mare
63	Roan Hancock Man	3965085	3/10/2000	Red Roan	Stallion
64	Royal Comanche Squaw	5500056	5/1/2012	Chestnut	Mare
65	Royal Georgia Peach	5399620	4/19/2011	Sorrel	Mare
66	Royal Lakota Sioux	5500057	5/2/2012	Sorrel	Mare
67	Royal Navajo Flower	5500055	5/15/2012	Chestnut	Mare
68	Royal Shawnee Chief	5557348	5/15/2013	Sorrel	Stallion
69	Royal Tony Too	5321461	5/21/2010	Sorrel	Stallion
70	Royale Rose Gal	4508167	3/25/2004	Sorrel	Mare
71	Royales Royal Dandy	4659962	3/28/2005	Sorrel	Mare
72	Rueby King Gal	4419589	5/12/2003	Bay	Mare
73	Smart Try	3622434	5/23/1997	Dun	Mare
74	Speedy San Tina	4653573	2/16/2005	Buckskin	Mare
75	Sweetnfunny Hancock	5099056	6/1/2008	Bay Roan	Mare
76	TCC Juliet Hancock	5294406	5/8/2010	Bay Roan	Mare

77	The Good Sister	5399107	5/3/2011	Chestnut	Mare
78	Tippys Hulk	5496873	7/7/2012	Blue Roan	Stallion
79	Tonys Cutter Belle	4948071	4/22/2007	Sorrel	Mare
80	Valentina Blue	3965089	3/17/2000	Bay Roan	Mare
81	WCC Royal Blue Hondo	4582293	6/8/2004	Red Roan	Stallion
82	WCCSweethearthancock	5286741	4/15/2010	Chestnut	Mare
83	Whipp Hancock Alexis	4587495	5/13/2004	Blue Roan	Mare
84	Wrights Mostly Blue	5567950	2/20/2013	Bay Roan	Mare
85	Wrights Ms Rowdybabe	5567951	2/25/2013	Red Roan	Mare
86	Wrights Valentineblu	5567958	3/20/2013	Blue Roan	Mare
87	WWR Banditos Gold	5431367	3/29/2011	Palomino	Stallion
88	WWR Berry Pretty Dun	5546910	4/4/2013	Dun	Mare
89	WWR Blue Cat	4126108	2/20/2001	Blue Roan	Mare
90	WWR Blue Hancock	4126111	2/19/2001	Bay Roan	Stallion
91	WWR Blue Hollywood	5480974	4/4/2012	Blue Roan	Stallion
92	WWR Blue Val Beauty	5544673	3/10/2013	Blue Roan	Mare
93	WWR Bluelace Hancock	5431107	4/23/2011	Blue Roan	Mare
94	WWR Blues Funny Lady	5617875	2/17/2014	Blue Roan	Mare
95	WWR Bogieblk Hancock	5626160	4/9/2014	Red Roan	Mare
96	WWR Captain Kinglady	5627270	3/31/2014	Bay	Mare
97	WWR Casanova	5693825	4/16/2015	Brown	Stallion
98	WWR Cattle Queen	5431357	4/12/2011	Brown	Mare
99	WWR Cuatro Ocho Rey	5544434	3/13/2013	Gray	Stallion
100	WWR Driftwood Ike	5432710	8/9/2011	Buckskin	Stallion
101	WWR Driftwood Spirit	5701918	5/9/2015	Cremello	Mare
102	WWR Duke Of Kings	5775630	3/23/2016	Brown	Stallion
103	WWR Fancy Drifwood		3/17/2016	Buckskin	Mare
104	WWR Fifty Valentine		3/7/2014	Bay Roan	Mare
105	WWR Fortyninekinggal	4956380	4/1/2007	Sorrel	Mare
106	WWR Foxy Goose Lady	5546479	4/4/2013	Bay Roan	Mare
107	WWR Gists King Girl	5471907	3/23/2012	Brown	Mare
108	WWR Gooseberry Roan	5627267	3/30/2014	Bay Roan	Mare
109	WWR Gooseberry Star	5575544	3/28/2012	Dun	Mare
110	WWR Hancock Angel	5544676	3/16/2013	Red Roan	Mare
111	WWR Hancox Lady Rose		4/12/2015	Blue Roan	Mare
112	WWR Hershey Hancock	5546481	4/10/2013	Bay	Mare
113	WWR Hi King Jess	5281528	4/17/2009	Brown	Mare
114	WWR Hondo Hancock	5431354	4/4/2011	Red Roan	Stallion
115	WWR Jess Cowbo King	5634985	3/12/2014	Bay	Mare
116	WWR JoJo Hancock	5775616	4/13/2016	Blue Roan	Mare

117	WWR Joseph Hancock		4/13/2016	Sorrel	Stallion
118	WWR Josie Hancock	5628082	3/22/2014	Sorrel	Mare
119	WWR Joss Hancock	5775620	4/5/2016	Sorrel	Mare
120	WWR King Aces Star	5475759	4/8/2012	Buckskin	Mare
121	WWR King Creek	5123561	4/16/2008	Sorrel	Stallion
122	WWR King Gist HRH	5627433	3/21/2014	Bay	Stallion
123	WWR King Hancock	4447061	4/23/2003	Sorrel	Stallion
124	WWR Kingfortyeight	5472110	3/29/2012	Bay	Mare
125	WWR Kings Barmaid	5694332	4/2/2015	Bay	Mare
126	WWR Lady Gooseberry	5544678	3/26/2013	Blue Roan	Mare
127	WWR Ladygray Hancock	5546909	4/8/2013	Gray	Mare
128	WWR Ladyroan Hancock	5431358	4/16/2011	Bay Roan	Mare
129	WWR Lucky Red Arrow	5475762	5/2/2012	Red Roan	Mare
130	WWR Margaritahancock	4947944	2/19/2007	Red Roan	Mare
131	WWR Miss Fortynine	4819531	3/15/2006	Bay	Mare
132	WWR Miss Roany	5795265	6/10/2015	Blue Roan	Mare
133	WWR Miss Royal King	5391455	4/1/2010	Bay	Mare
134	WWR Ms Cow King	4312262	3/26/2002	Bay	Mare
135	WWR Ms Jess King	4238456	3/3/2002	Brown	Mare
136	WWR Ms Red Freckles	5625721	4/2/2014	Red Roan	Mare
137	WWR Ms Silver King	5628085	4/13/2014	Gray	Mare
138	WWR Queen Of Hearts	5775612	4/15/2016	Gray	Mare
139	WWR Roger Gooseberry		3/29/2016	Bay Roan	Stallion
140	WWR Rose Royale	5693820	4/26/2015	Sorrel	Mare
141	WWR Rowdy Blue Girl	5472395	3/30/2012	Blue Roan	Mare
142	WWR Rowdy Red Val		5/4/2015	Sorrel	Stallion
143	WWR Rowdys Valentine	5775601	6/3/2016	Blue Roan	Mare
144	WWR Royal CuttinGirl		3/25/2016	Grey	Mare
145	WWR Royal King Coco	5577209	3/22/2012	Gray	Mare
146	WWR Royal Reyna	5776297	4/6/2016	Sorrel	Mare
147	WWR Royal TX Belle	5702475	5/12/2015	Sorrel	Mare
148	WWRHancocksmargarita	5431365	3/23/2011	Red Roan	Mare
149	WWRHighsierrahancock	5431366	3/27/2011	Blue Roan	Mare
150	Wyo Chukar Hancock	5251180	7/22/2009	Blue Roan	Stallion
151	BVH Baby Heir X RHM		5/10/2017	Bay Roan	Mare
152	BVH Blue Val Heiress X RBV		3/15/2017	Red Roan	Mare
153	Captain Jess Lady X GFK		3/11/2017	Brown	Mare
154	Goose Me Im Gone X WWRBG		4/28/2017	Bay Roan	Stallion
155	Hyper Hancock X WWRKH		4/28/2017	Blue Roan	Mare
156	JP Royal Anna Bell X RTT		4/12/2017	Sorrel	Mare

157	Miss Fifty King Gist X GFK		5/20/2017	Sorrel	Stallion
158	Miss Fortynine King X GFK		3/12/2017	Brown	Mare
159	Sweetfunny Hancock X WWRKH		4/24/2017	Red Roan	Mare
160	WWR Cattle Queen X WWRBG		3/25/2017	Blue Roan	Mare

DRAFT

EXHIBIT C

[DESCRIPTION OF YOUNGSTOCK]

DRAFT

EXHIBIT D

[QUARTER HORSE DONATION SCHEDULE]

Donation Amount	Total Raised	Endowment (Income)	Actions
\$0	\$0	\$0	Initially, SRSU will agree to accept up to 5 bred mares to foal out in Spring Semester 2018
\$1,000,000	\$1,000,000	\$0	Facility upgrades; endow faculty position; also support for young horses donated for production sale
\$1,000,000	\$2,000,000	\$1,000,000 (\$35,000)	Accept 13 horses (18 horses total)
\$1,000,000	\$3,000,000	\$2,000,000 (\$70,000)	Accept 13 horses (31 horses total)
\$1,000,000	\$4,000,000	\$3,000,000 (\$105,000)	Hire full-time herdsman
\$1,000,000	\$5,000,000	\$4,000,000 (\$140,000)	Accept 13 horses (44 horses total)
\$1,000,000	\$6,000,000	\$5,000,000 (\$175,000)	Hire lecturer position
\$1,000,000	\$7,000,000	\$6,000,000 (\$210,000)	Accept 13 horses (57 horses total)
\$1,000,000	\$8,000,000	\$7,000,000 (\$245,000)	Accept 13 horses (70 horses total)
\$1,000,000	\$9,000,000	\$8,000,000 (\$280,000)	Accept 13 horses (83 horses total)
\$1,000,000	\$10,000,000	\$9,000,000 (\$315,000)	Accept 13 horses (96 horses total)
\$1,000,000	\$11,000,000	\$10,000,000 (\$350,000)	Accept 13 horses (109 horses total)
\$1,000,000	\$12,000,000	\$11,000,000 (\$385,000)	Accept 13 horses (122 horses total)
\$1,000,000	\$13,000,000	\$12,000,000 (\$420,000)	Accept 13 horses (135 horses total)
\$1,000,000	\$14,000,000	\$13,000,000 (\$455,000)	Accept 13 horses (148 horses total)
\$1,000,000	\$15,000,000	\$14,000,000 (\$490,000)	Accept 12 horses (160 horses total)

**Texas State University System
Contracts**

8. B. Contracts CONSENT Agenda

- 8. C. LU: CONSENT: Purchase of Property – 698 Garland Ave., City of Beaumont
- 8. D. LU: CONSENT: Purchase of Property – 5160 and 5166 Hunter St., City of Beaumont
- 8. E. LU: CONSENT: Authorization for Renewal and Amendments to Agreement with Academic Partnerships, LLC
- 8. F. SHSU: CONSENT: Easement from City of Huntsville for Pedestrian Pathway Access from New Parking Lot 65 Located at 615 16th Street to the Main Campus of SHSU
- 8. G. SHSU: CONSENT: Authorization to Purchase Real Estate Located at 1108 17th Street, Huntsville, Texas
- 8. H. SRSU: CONSENT: Rio Grande College – Renewal of Facilities Leases
- 8. I. TXST: CONSENT: Acquisition of 1347 Thorpe Lane, Paraje Properties, LP
- 8. J. TXST: CONSENT: Enrollment Management and Fundraising Services Agreement
- 8. K. TXST: CONSENT: Extension of Grande Communications Agreement
- 8. L. TSUS: CONSENT: Delegation of Authority to Amend Outside Counsel Contract Relating to SHSU v. American Campus Communities Litigation

LU: Purchase of Property – 698 Garland Ave., City of Beaumont

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

Lamar University be authorized to purchase the real property listed below, provided mineral rights are included, to be funded by the Higher Education Fund at the total project cost of \$65,420.00; subject to approval of the documents as to legal form by the Vice Chancellor and General Counsel.

- *The .2172 acres of real property located at
698 Garland Ave., Jefferson County, Beaumont, TX 77705
COLLEGE PLACE L25 B3*

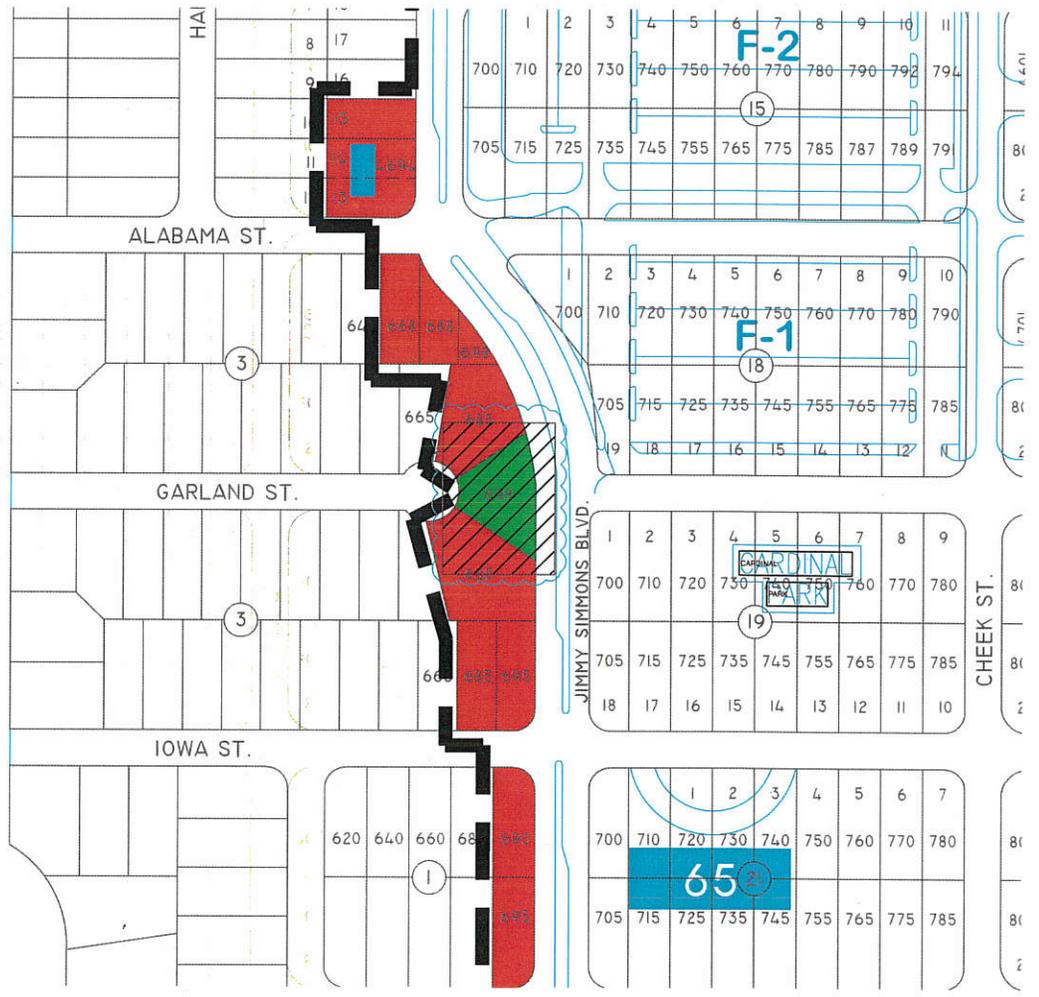
Explanation

Lamar University is requesting authorization to purchase this property located west of the campus where previous acquisitions have been made. The area where this property is located is a major area of site development for future expansion according to the approved Campus Master Plan.

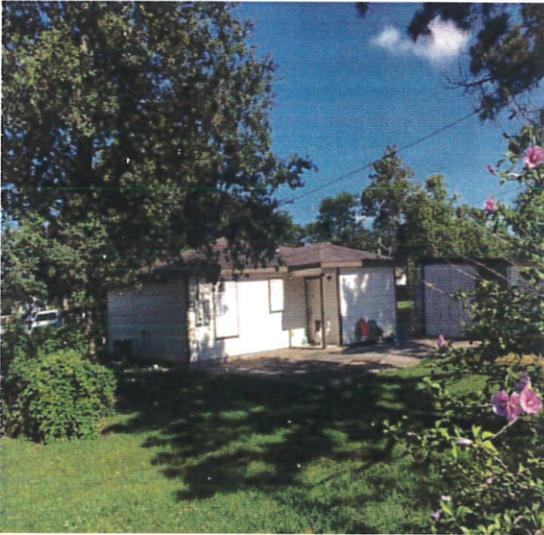
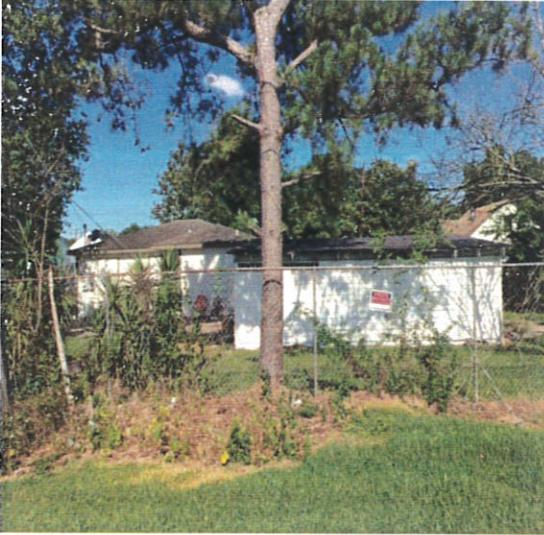
Lamar University verifies that the contracting entity has submitted Form 1295 – Certificate of Interested Parties, and the University has acknowledged the Certificate using the Texas Ethics Commission’s online filing application.

Legend:

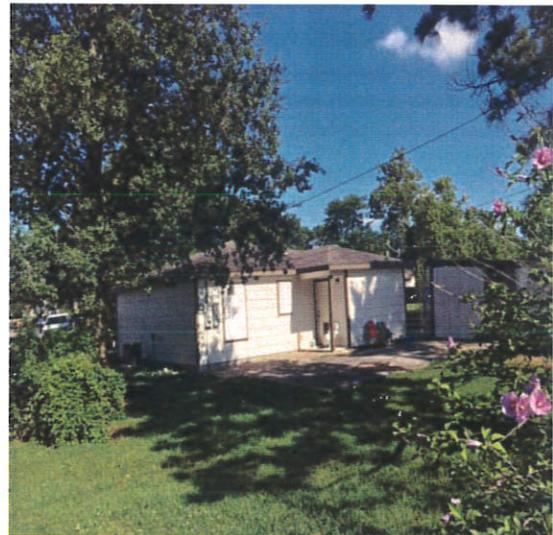
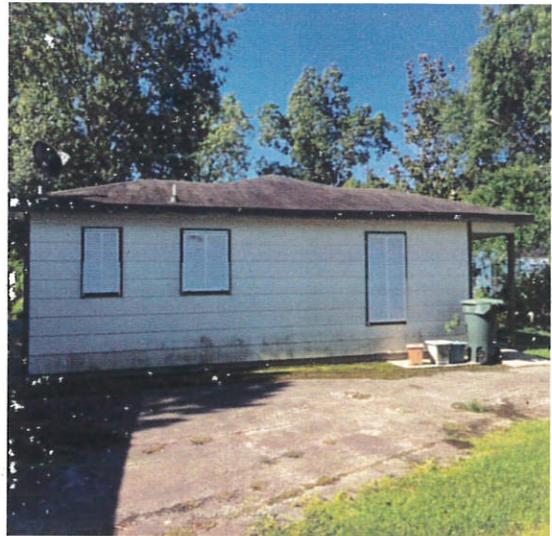
-  Lamar Properties
-  Property to be Purchased



698 Garland Beaumont, TX



**698 Garland
Beaumont, TX**



Jefferson CAD

Property Search Results > 23209 WIGGINS CAROLYN VAN for Year 2017

Property

Account

Property ID: 23209 Legal Description: COLLEGE PLACE L25 B3
 Geographic ID: 013500-000-006800-00000-1 Agent Code:
 Type: Real
 Property Use Code: A1
 Property Use Description: REAL/RES/SGLE FAML- 5 AC/LESS

Location

Address: 698 GARLAND AVE Mapsco: 101-141
 TX
 Neighborhood: COLLEGE PLACE 1 Class 3 Map ID: 0
 Neighborhood CD: 013500003

Owner

Name: WIGGINS CAROLYN VAN Owner ID: 428336
 Mailing Address: 698 GARLAND ST % Ownershp: 100.000000000000%
 BEAUMONT, TX 77705-5419
 Exemptions: HS, OTHER

Values

(+) Improvement Homesite Value: + \$47,140
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$4,530
 (+) Land Non-Homesite Value: + \$0 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$51,670
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$51,670
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$51,670

Taxing Jurisdiction

Owner: WIGGINS CAROLYN VAN
 % Ownership: 100.000000000000%
 Total Value: \$51,670

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$51,670	\$11,670	\$0.00	\$0.00
221	CITY OF BEAUMONT	0.690000	\$51,670	\$34,170	\$235.78	
341	PORT OF BEAUMONT	0.067278	\$51,670	\$1,336	\$0.90	
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$51,670	\$1,336	\$1.22	
849	DRAINAGE DISTRICT #8	0.220587	\$51,670	\$1,336	\$2.95	
901	JEFFERSON COUNTY	0.365000	\$51,670	\$1,336	\$0.00	\$0.00
A59	FARM AND LATERAL ROAD	0.000000	\$51,670	\$51,670	\$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$51,670	\$51,670	\$0.00	
T341	TIF PORT OF BMT	0.000000	\$51,670	\$1,336	\$0.00	
Total Tax Rate:		2.749508				
					Taxes w/Current Exemptions:	\$240.85
					Taxes w/o Exemptions:	\$1,420.67

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	828.0 sqft	Value:	\$47,140
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		

HSE	HOUSE	3F1	FRAME	2010	828.0
CVP	COVERED PORCH/PATIO	3F1		2010	24.0
GA1D	GARAGE DETTACHED	3F1	FRAME	2010	576.0
CVP	COVERED PORCH/PATIO	3F1		2010	60.0
SR1	STORAGE 1	3F1		2010	80.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES60	RES60	0.2172	9462.00	83.00	114.00	\$4,530	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	\$47,140	\$4,530	0	51,670	\$0	\$51,670
2016	\$47,140	\$4,530	0	51,670	\$0	\$51,670
2015	\$49,660	\$4,530	0	54,190	\$0	\$54,190
2014	\$49,660	\$4,530	0	54,190	\$0	\$54,190
2013	\$52,420	\$4,530	0	56,950	\$0	\$56,950
2012	\$52,100	\$4,530	0	56,630	\$0	\$56,630
2011	\$54,840	\$4,530	0	59,370	\$0	\$59,370
2010	\$54,840	\$4,530	0	59,370	\$0	\$59,370
2009	\$31,070	\$4,530	0	35,600	\$0	\$35,600
2008	\$15,530	\$4,530	0	20,060	\$0	\$20,060
2007	\$15,420	\$4,530	0	19,950	\$0	\$19,950
2006	\$22,760	\$4,530	0	27,290	\$0	\$27,290
2005	\$29,750	\$4,530	0	34,280	\$810	\$33,204
2004	\$29,750	\$4,530	0	34,280	\$3,850	\$30,437
2003	\$23,140	\$4,530	0	27,670	\$0	\$27,670
2002	\$19,970	\$4,530	0	24,500	\$0	\$24,500
2001	\$19,970	\$4,530	0	24,500	\$0	\$24,500

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/14/2000 12:00:00 AM	WD	WARRANTY DEED		WIGGINS CAROLYI			2000046888

Questions Please Call (409) 840-9944

Website version: 1.2.2.2

Database last updated on: 5/24/2017 11:56 PM

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LU: Purchase of Property – 5160 and 5166 Hunter St., City of Beaumont

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

Lamar University be authorized to purchase the real property listed below, provided mineral rights are included, to be funded by the Higher Education Fund at the total project cost of \$60,860.00; subject to approval of the documents as to legal form by the Vice Chancellor and General Counsel.

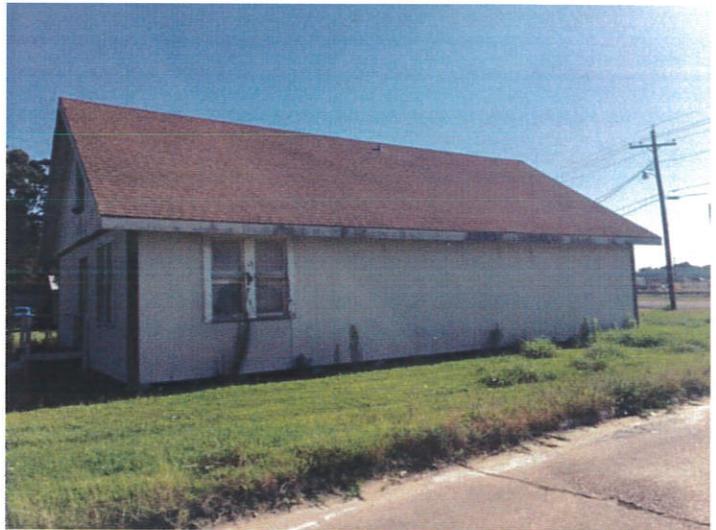
- *The .1561 acres of real property located at 5160 Hunter St., Jefferson County, Beaumont, TX 77705 LAMAR L5 B36*
- *The .1304 acres of real property located at 5166 Hunter St., Jefferson County, Beaumont, TX 77705 LAMAR L4 B36*

Explanation

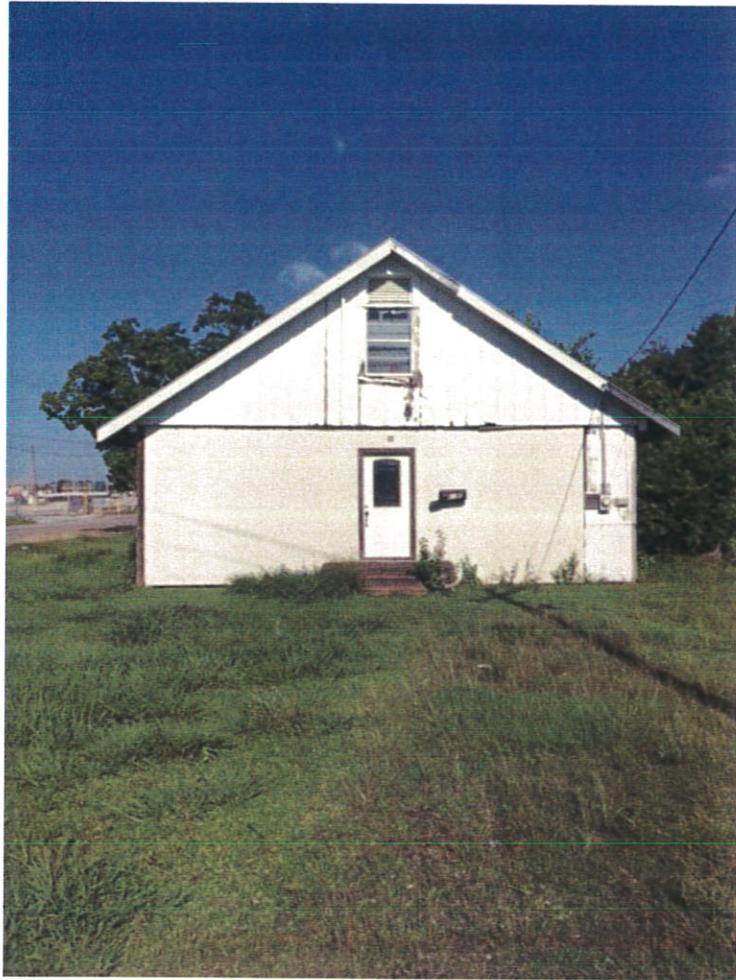
Lamar University is requesting authorization to purchase this property located in “the triangle” area located southeast of the campus where previous acquisitions have been made. The area where the property is located is a major area of site development for future expansion according to the approved Campus Master Plan.

Lamar University verifies that the contracting entity has submitted Form 1295 – Certificate of Interested Parties, and the University has acknowledged the Certificate using the Texas Ethics Commission’s online filing application.





**5160-5166 Hunter St.
Beaumont, TX**



**5160-5166 Hunter St.
Beaumont, TX**

Jefferson CAD

Property Search Results > 55864 FIRST UNITED PENTECOSTAL for Year 2017

Property

Account

Property ID: 55864 Legal Description: LAMAR L5 B36
 Geographic ID: 035200-000-029100-00000-0 Agent Code:
 Type: Real
 Property Use Code: CR
 Property Use Description: REAL VACANT RELIGIOUS

Location

Address: 5160 HUNTER ST Mapsco: 101-142
 TX
 Neighborhood: Map ID: 0
 Neighborhood CD:

Owner

Name: FIRST UNITED PENTECOSTAL Owner ID: 175524
 Mailing Address: CHURCH OF BEAUMONT % Ownership: 100.0000000000%
 6855 HIGHWAY 105
 BEAUMONT, TX 77708-3606
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$3,360 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$3,360
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$3,360
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$3,360

Taxing Jurisdiction

Owner: FIRST UNITED PENTECOSTAL
 % Ownership: 100.0000000000%
 Total Value: \$3,360

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$3,360	\$0	\$0.00
221	CITY OF BEAUMONT	0.690000	\$3,360	\$0	\$0.00
341	PORT OF BEAUMONT	0.067278	\$3,360	\$0	\$0.00
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$3,360	\$0	\$0.00
849	DRAINAGE DISTRICT #6	0.220587	\$3,360	\$0	\$0.00
901	JEFFERSON COUNTY	0.365000	\$3,360	\$0	\$0.00
A59	FARM AND LATERAL ROAD	0.000000	\$3,360	\$0	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$3,360	\$0	\$0.00
T341	TIF PORT OF BMT	0.000000	\$3,360	\$0	\$0.00
Total Tax Rate:		2.749505			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$92.38

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COM60	COM60	0.1561	6800.00	50.00	136.00	\$3,360	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017		\$0	\$3,360	0	3,360	\$0 \$3,360
2016		\$0	\$3,360	0	3,360	\$0 \$3,360
2015		\$0	\$3,360	0	3,360	\$0 \$3,360
2014		\$0	\$3,360	0	3,360	\$0 \$3,360
2013		\$0	\$3,360	0	3,360	\$0 \$3,360
2012		\$0	\$3,360	0	3,360	\$0 \$3,360
2011		\$0	\$3,360	0	3,360	\$0 \$3,360
2010		\$0	\$3,360	0	3,360	\$0 \$3,360
2009		\$0	\$3,360	0	3,360	\$0 \$3,360
2008		\$0	\$3,360	0	3,360	\$0 \$3,360
2007		\$0	\$3,360	0	3,360	\$0 \$3,360
2006		\$0	\$3,360	0	3,360	\$0 \$3,360
2005		\$0	\$3,360	0	3,360	\$0 \$3,360
2004		\$0	\$3,360	0	3,360	\$0 \$3,360
2003		\$0	\$3,360	0	3,360	\$0 \$3,360
2002		\$0	\$3,360	0	3,360	\$0 \$3,360
2001		\$0	\$3,360	0	3,360	\$0 \$3,360

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/26/2001 12:00:00 AM	WD	WARRANTY DEED		FIRST UNITED PEN			2001026444
2	3/25/1996 12:00:00 AM	WD	WARRANTY DEED		LOFTIN KYLE & L T			9617629
3	4/1/1992 12:00:00 AM	WD	WARRANTY DEED		BASCO L W			101202081

Questions Please Call (409) 840-9944

Website version: 1.2.2.2

Database last updated on: 5/24/2017 11:56 PM

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Jefferson CAD

Property Search Results > 55863 FIRST UNITED PENTECOSTAL for Year 2017

Property

Account

Property ID: 55863 Legal Description: LAMAR L4 B36
 Geographic ID: 035200-000-029000-00000-2 Agent Code:
 Type: Real
 Property Use Code: AR
 Property Use Description: REAL-RESID RELIGIOUS

Location

Address: 5166 HUNTER ST Mapsco: 101-142
 TX
 Neighborhood: LAMAR Class 2 Map ID: 0
 Neighborhood CD: 035200002

Owner

Name: FIRST UNITED PENTECOSTAL Owner ID: 175524
 Mailing Address: CHURCH OF BEAUMONT % Ownership: 100.0000000000%
 6655 HIGHWAY 105
 BEAUMONT, TX 77708-3606

Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$38,050
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$3,150 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$41,200
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$41,200
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$41,200

Taxing Jurisdiction

Owner: FIRST UNITED PENTECOSTAL
 % Ownership: 100.0000000000%
 Total Value: \$41,200

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$41,200	\$0	\$0.00
221	CITY OF BEAUMONT	0.690000	\$41,200	\$0	\$0.00
341	PORT OF BEAUMONT	0.067278	\$41,200	\$0	\$0.00
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$41,200	\$0	\$0.00
849	DRAINAGE DISTRICT #6	0.220587	\$41,200	\$0	\$0.00
901	JEFFERSON COUNTY	0.365000	\$41,200	\$0	\$0.00
A59	FARM AND LATERAL ROAD	0.000000	\$41,200	\$0	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$41,200	\$0	\$0.00
T341	TIF PORT OF BMT	0.000000	\$41,200	\$0	\$0.00
Total Tax Rate:		2.749505			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$1,132.80

Improvement / Building

Improvement #1:	Residential	State Code:	AR	Living Area:	2254.0 sqft	Value:	\$38,050
Type	Description		Class CD	Exterior Wall		Year Built	SQFT
HSE	HOUSE		2F15	FRAME		1962	1519.0
SEC	SECOND STORY		2F15			1962	735.0
SR1	STORAGE 1		2F15			1962	128.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COM60	COM60	0.1304	5680.00	50.00	113.60	\$3,150	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	\$38,050	\$3,150	0	41,200	\$0	\$41,200
2016	\$38,050	\$3,150	0	41,200	\$0	\$41,200
2015	\$38,050	\$3,150	0	41,200	\$0	\$41,200
2014	\$36,250	\$3,150	0	39,400	\$0	\$39,400
2013	\$36,250	\$3,150	0	39,400	\$0	\$39,400
2012	\$36,240	\$3,150	0	39,390	\$0	\$39,390
2011	\$36,240	\$3,150	0	39,390	\$0	\$39,390
2010	\$40,250	\$3,150	0	43,400	\$0	\$43,400
2009	\$40,250	\$3,150	0	43,400	\$0	\$43,400
2008	\$40,250	\$3,150	0	43,400	\$0	\$43,400
2007	\$36,830	\$3,150	0	39,980	\$0	\$39,980
2006	\$26,770	\$3,150	0	29,920	\$0	\$29,920
2005	\$33,140	\$3,150	0	36,290	\$0	\$36,290
2004	\$33,140	\$3,150	0	36,290	\$0	\$36,290
2003	\$25,780	\$3,150	0	28,930	\$0	\$28,930
2002	\$27,470	\$3,150	0	30,620	\$0	\$30,620
2001	\$27,470	\$3,150	0	30,620	\$0	\$30,620

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/26/2001 12:00:00 AM	WD	WARRANTY DEED		FIRST UNITED PEN			2001026444
2	3/25/1996 12:00:00 AM	WD	WARRANTY DEED		LOFTIN KYLE & L J			9617629

Questions Please Call (409) 840-9944

Website version: 1.2.2.2

Database last updated on: 5/24/2017 11:56 PM

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LU: Authorization for Renewal and Amendments to Agreement with Academic Partnerships, LLC

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

The service agreement between Lamar University and Academic Partnerships, LLC be amended to:

1. Revise the minimum number of program start dates per calendar year from 6 to 5 for 8-week sessions, and 8 program start dates per calendar year for 5-week sessions.
2. Amend Addendum A by:
 - a) Restating the Schedule of Online Programs;
 - b) Increasing AP revenue percentages from 30% to 40% for all undergraduate programs (non-nursing);
 - c) Adding programs from Addendum B, dated April 1, 2017; and,
 - d) Adding MBA Port Management as a program.
3. Delete Addendum B, dated April 1, 2017.

Explanation

This amendment has been reviewed and approved by the University Contract Management Department, the Vice President for Finance and Operations, the President, the Vice Chancellor for Finance, and the Vice Chancellor and General Counsel of the Texas State University System.

In accordance with the service agreement, August 1, 2014, the Academic Partnerships Agreement between Lamar University and Academic Partnerships, LLC, Amendment to Section II-F(3): Program Characteristics, is for clarification of the minimum number of program start dates per calendar year per AP Online Program.

In accordance with the service agreement, August 1, 2014 and the Amendment and Renewal of the Service Agreement, dated February 10, 2017, the Academic Partnerships Agreement between Lamar University and Academic Partnerships, LLC, Addendum to the Agreement: B, dated April 1, 2017, is hereby deleted in their entirety. Addendum A is fully amended and restated.

Lamar University verifies that the contracting entity has submitted Form 1295 – Certificate of Interested Parties, and the University has acknowledged the Certificate using the Texas Ethics Commission’s online filing application.

SECOND AMENDMENT TO AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Second Amendment to the Agreement between University and Contractor (“Amendment”) is dated effective as of the date fully executed by both parties (“Effective Date”) entered into by and between Lamar University, a member of the Texas State University System (“University”) and Academic Partnerships, LLC (“Contractor”).

University and Contractor entered into that certain Agreement between University and Contractor dated effective August 1, 2014 (the “Agreement”).

University and Contractor entered into an Amendment and Renewal dated effective July 1, 2017 (the “Renewal”).

University and Contractor entered into an Addendum B dated effective June 19, 2017 (“Addendum B”).

University and Contractor now desire to amend the terms of the Agreement and Renewal as more particularly set forth below:

1. Amendment to Section II-F: Program Characteristics

Section II-F(3) of the Agreement is deleted in its entirety and replaced with the following:
“(3) There shall be at least five (5) program starts per calendar year for AP Online Program 8-week sessions, and at least eight (8) program starts per calendar year for AP Online Program 5-week sessions.

2. Amendment to Addendum A

Addendum A, attached to the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as provided in Addendum A, attached to this Amendment and incorporated for all purposes.

2. Amendment of Addendum B

Addendum B is deleted and restated in its entirety in the amended Addendum A, attached to this Amendment and incorporated for all purposes.

3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

4. This Amendment embodies the entire agreement between University and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner, impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended

and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

6. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, authorized representatives of the University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date:

Academic Partnerships, LLC:

Randy Best, Chairman

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President Kenneth Evans, Ph.D.

Date

Chancellor Brian McCall, Ph.D.

Date

Approved as to legal form:

Vice Chancellor and General Counsel Fernando Gomez,
Ph.D.

Date

APPROVED by the Board of Regents on _____ at _____.

The Honorable Rossanna Salazar
Chairwoman of the Board

Date

ADDENDUM A

I. SCHEDULE OF ONLINE PROGRAMS

The University agrees to pay AP for the Online Programs according to the following schedule:

Existing Programs and/or Degrees	AP Revenue Percentage
Education Programs	
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 Teacher Leadership: Special Education	50% of tuition
M.Ed. in Teacher Leadership: Gifted and Talented	50% of tuition
M.Ed. in Teacher Leadership: Autism	50% of tuition
M.Ed. in Clinical Mental Health Counseling	50% of tuition
M.Ed. in Special Education	50% of tuition
M.Ed. in Special Education: Gifted and Talented	50% of tuition
M.Ed. in Special Education: Autism	50% of tuition
M.Ed. in Digital Learning and Leading	50% of tuition
M.Ed. in Digital Learning and Leading for Lamar University's Corporate Partners*	38% of tuition
M.Ed. C&I - General	50% of tuition
M.Ed. C&I - Computer Science	50% of tuition
M.Ed. C&I - English	50% of tuition
M.Ed. C&I - Math	50% of tuition
M.Ed. C&I – Reading Teacher	50% of tuition
Graduate Certificates in Education	50% of tuition
Program Certificate in Principal Education	50% of tuition
Program Certificate in Superintendent Education	50% of tuition
Program Certificate in Counseling and Development	50% of tuition
Program Certificate in ESL	50% of tuition
Program Certificate in Autism	50% of tuition
Program Certificate in Gifted and Talented	50% of tuition
Program Certificate in Special Education	50% of tuition
Nursing Programs	
MSN – Nursing Administration	50% of tuition
MSN – Nursing Education	50% of tuition
RN to MSN	50% of tuition
RN to BSN	50% of tuition
Business Programs	
MBA General	50% of tuition
MBA Management	50% of tuition
MBA Marketing	50% of tuition
MBA Organizational leadership	50% of tuition
MBA Educational Management	50% of tuition
MBA Criminal Justice Management	50% of tuition
MBA Healthcare Management	50% of tuition

MBA Supply Chain Management	50% of tuition
MBA Construction Project Management	50% of tuition
MBA Enterprise Resource Planning	50% of tuition
MBA Accounting	50% of tuition
MBA Finance	50% of tuition
MBA Human Resource	50% of tuition
Other Graduate Programs	
Master of Public Administration	50% of tuition
MS CJ – Administration	50% of tuition
MS CJ – Homeland Security	50% of tuition
MS in Criminal Justice	50% of tuition
Undergraduate Programs	
BS Political Science	40% of tuition
BA Political Science	40% of tuition
BA Sociology	40% of tuition
BA Criminal Justice	40% of tuition
Undergraduate Programs (non-nursing)	
Bachelor of Applied Arts and Sciences	40% of tuition
BBA in Entrepreneurship	40% of tuition
BBA in General Business	40% of tuition
BBA in Management	40% of tuition
Bachelor of General Studies	40% of tuition
BS in Communication	40% of tuition
BS in Criminal Justice	40% of tuition
BS in Sociology	40% of tuition
New programs and/or Degrees	AP Revenue Percentage
Business Programs	
MBA Port Management	50% of tuition

*Lamar University's Corporate Partners are defined as private or public entities with which Lamar University, independently of AP, established business and educational relationships to engage in academic programming and recruitment of student to LU degree programs, both online and on-ground.

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 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.

[end of Amended and Restated Addendum A; remainder of page intentionally left blank]

SHSU – Easement from City of Huntsville for Pedestrian Pathway Access from New Parking Lot 65 Located at 615 16th Street to the Main Campus of Sam Houston State University

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

The City of Huntsville’s Easement for Sam Houston State University’s installation of a pedestrian pathway from new parking lot 65, located at 615 16th Street, to Sam Houston’s main campus be approved.

Explanation

Sam Houston State University requested and hereby is being granted an access easement from the City of Huntsville at a cost of ten dollars (\$10.00). This easement will allow Sam Houston to install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove walkways, sidewalks, and promenade structures with all associated steps, stairs, ramps, tunnels, and other appurtenances which provide a public walkway to connect University properties, specifically parking lot 65 to the main campus.

A copy of the easement as reviewed and approved by the Vice Chancellor and General Counsel is attached.

ACCESS EASEMENT FOR PATHWAY

Date: _____, 2017

Grantor: The City of Huntsville, a home-rule municipal corporation of the State of Texas

Grantor's Mailing Address:

1212 Avenue M
Huntsville (Walker County), Texas 77340

Grantee: **SAM HOUSTON STATE UNIVERSITY**, a state institution of higher education and a member of the Texas State University System

Grantee's Mailing Address:

Vice President for Finance and Operations
Sam Houston State University
P.O. Box 2027, Huntsville, (Walker County), Texas 77341

Easement Property: Being 0.166 acres of land, more or less, over, across and upon a portion of a called 4.64 acre tract of land situated in the Pleasant Gray League, A-24, Walker County, Texas described in a deed to the City of Huntsville, recorded in Volume 921, Page 137 (Tract Five) Official Records of Walker County, Texas (O.R.W.C.T.), and a portion of a called 0.742 acre tract of land situated in the Pleasant Gray League, A-24, Walker County, Texas described in a deed to the City of Huntsville recorded in Volume 275, Page 102, Official Records of Walker County, Texas (O.R.W.C.T.) and being more particularly described by metes and bounds in EXHIBIT "A" and shown on a Plat in EXHIBIT "B", attached hereto and incorporated for all purposes.

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove multiuse pathways, walkways, sidewalks, and promenade structures with all associated steps, stairs, ramps, and other appurtenances which provide a public walkway to connect Grantees properties. Together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easement hereby granted.

Consideration: **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns a nonexclusive easement over, upon, across and under the Easement Property for the Easement Purpose, as well as to use the surface and subsurface thereof in any lawful manner that shall be deemed necessary and desirable by Grantee, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this document:

1. The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and permitted assigns.

2. The grant of the Easement shall lapse, terminate and revert to The City of Huntsville should the purposes of the Easement cease to exist, or use of the Easement is rendered impossible. Upon such occurrence, all right, title and interest of the University in the Easement Property shall be of no further force and effect, and title to the Easement Property shall then and there wholly and absolutely and automatically revert and be vested in The City or its successors and assigns by operation of law and without the necessity of any action by The City.

3. Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose.

4. This easement, and Grantee's rights hereunder, are subject to all prior easements, reservations, grants of other rights, restrictions and other encumbrances and matters now of record and/or evident on said lands or otherwise made known by Grantor to Grantee.

5. Grantee's use of said Easement Property shall not unreasonably interfere with Grantor's use of the land herein described or adjacent lands.

6. At least ninety (90) days prior to adding improvements to the Easement, Grantee shall provide Grantor copies of construction design(s) and any required engineering or governmental certifications. Grantor may review designs, verify governmental certifications and provide objections within the ninety (90) day period. Any timely objection shall be negotiated between Grantee and Grantor prior to commencement of improvements. Grantee has the right to eliminate any encroachments into the Easement Property. All Grantee improvements, including but not limited to configuration, construction, installation, maintenance, replacement, and removal shall be at the sole expense of Grantee.

7. Grantee shall have the right to cut and/or remove all trees, growth, undergrowth, and other obstructions that, in Grantee's judgment, may injure, endanger, or interfere with the exercise by Grantee of the rights and privileges granted to it in this Easement, and Grantee shall not be required to reimburse Grantor, its successors assigns, tenants, or licensees for such action.

8. This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. Binding Effect. This Easement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

10. Choice of Law. This Easement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Walker County, Texas.

11. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Easement and all transactions contemplated by the same.

12. Integration. This document contains the complete Easement rights granted and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement.

13. Legal Construction. If any provision in this Easement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement will be construed as if the unenforceable provision had never been a part of the Easement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this document are for reference only and are not intended to restrict or define the text of any section. This Easement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. Recitals. Any recitals in this document are represented by the parties to be accurate, and constitute a part of the substantive Easement.

Examined and Recommended:

Dana G. Hoyt, Ph.D.
President, Sam Houston State University

Date

Brian McCall, Ph.D.
Chancellor, Texas State University System

Date

APPROVED by the Board of Regents on _____ at _____,

The Honorable Rossanna Salazar
Chairman, Board of Regents

APPROVED AS TO LEGAL FORM

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel,
Texas State University System

EXHIBIT "A"

CESSNER ENGINEERING, LLC

2501 Ashford Drive
College Station, Texas 77840
(979) 680-8840 - Fax (979) 680-8841

16-0815E-R

40' ACCESS EASEMENT
SAM HOUSTON STATE UNIVERSITY
WALKER COUNTY, TEXAS;

Being 0.166 acres of land, more or less, over, across, and upon a portion of a called 4.64 acre tract of land situated in the Pleasant Gray League, A-24, Walker County, Texas described in a deed to the City of Huntsville, recorded in Volume 921, Page 137, (Tract Five) Official Records of Walker County, Texas (O.R.W.C.T.), and a portion of a called 0.742 acre tract of land situated in the Pleasant Gray League, A-24, Walker County, Texas, described in a deed to the City of Huntsville recorded in Volume 275, Page 102, Official Records of Walker County, Texas (O.R.W.C.T.) and being more particularly described as follows

BEGINNING at a point in the northeast line of Bear Kat Boulevard, same being the southwest corner of the herein described tract. For reference, a 1/2-inch iron rod found, being a recorded City of Huntsville survey monument referred to as Monument #7526 bears North 59°52'38" West, 274.79 feet;

THENCE with leaving the northeast line of Bear Kat Boulevard and across said called 0.742 acre tract, North 25°10'52" East, at a distance of 77.00 feet pass the common line between said 0.742 acre tract and said 4.64 acre tract, from which a 1/2-inch capped iron rod bears North 65°44'06" West, 5.01 feet, continuing a total distance of 177.70 feet, to a point for in the southwest line of a called for 4.30 acre tract referred to as Tract 2 in a deed to Sam Houston State University recorded in Volume 1045, Page 170, (O.R.W.C.T.) and being the northwest corner of the herein described tract;

THENCE with the southwest line of called 4.30 acre tract, South 64°50'48" East, 40.00 feet to a point for corner, being the northeast corner of the herein described tract;

THENCE with leaving the southeast line of said called 4.30 acre tract and across said 4.64 acre tract, South 25°10'52" West, at a distance of 100.08 feet pass the common line between said called 4.64 acre tract and called 0.742 acre tract, from which a 1/2-inch capped iron rod bears South 65°44'06" East, 9.16 feet, continuing a total distance of 187.04 feet, to a point for corner in the southwest line of said 0.742 acre tract and the northeast right of way of Bear Kat Boulevard (100' Right of Way), being the southeast corner of the herein described tract;

THENCE North 49°12'01" West, 41.53 feet to the PLACE OF BEGINNING and occupying 0.166 acres of land, more or less, as shown on the accompanying plat of even date herewith.

Bearings refer to the State Plane Coordinate System of Texas, Central Zone (Central-4203), based on the City of Huntsville Mapping Control Network Control Points No. 6689 and No. 6568, with published coordinates of N: 10,257,405.25, E: 3,800,556.56 and N: 10,257,160.48, E: 3,800,504.41 respectively.

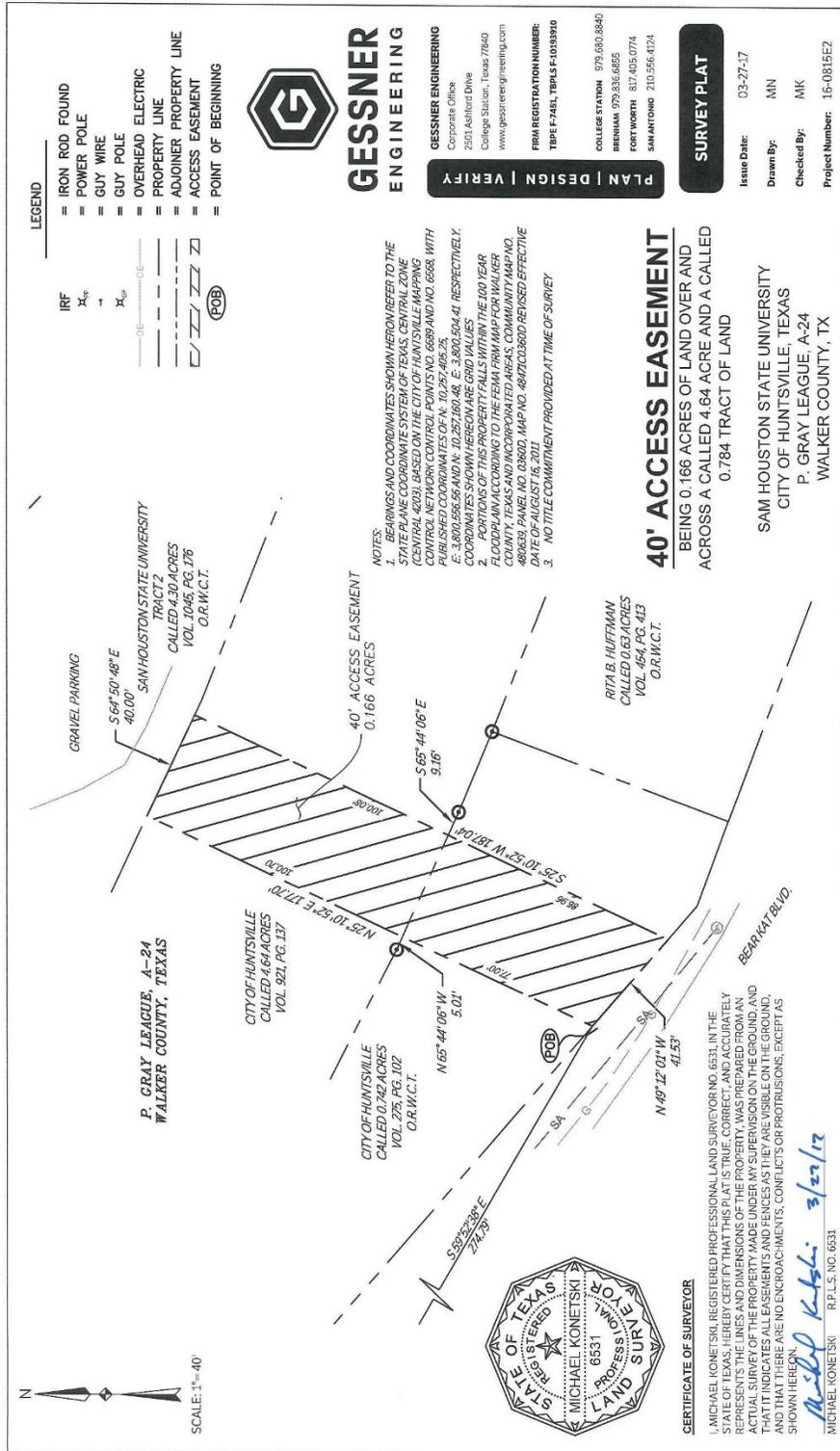
Dated this the 27th day of March, 2017.


Michael Konetski, R.P.L.S. No. 6531
Gessner Engineering, LLC



16-0815E-R

EXHIBIT "B"



SHSU: Authorization to Purchase Real Estate Located at 1108 17th Street, Huntsville, Texas

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

Sam Houston State University be authorized to purchase the property located at 1108 17th Street, Huntsville, Texas, together with any mineral interests in the property that may be owned by seller, for a purchase price of \$140,100; subject to approval as to legal form by the Vice Chancellor and General Counsel.

EXPLANATION

The property is located immediately adjacent to property owned by Sam Houston State University and is in the long-term development area of the University as developed in the Campus Master Plan Update approved by the Board of Regents. The University has no immediate plans for this property and will hold it in its current condition until appropriate use is identified and funding is available.

The form 1295 – Disclosure of Interested Parties – has been completed by the seller and received by the University.

Walker CAD Property Search

Property ID: 29959 For Year 2017

Property Details

Account	
Property ID:	29959
Legal Description:	HUNTSVILLE TOWNSITE, BLOCK 31, LOT 2.1
Geographic ID:	4700-031-0-00210
Agent Code:	
Type:	Real
Location	
Address:	1108 17TH STREET HUNTSVILLE, TX 77340
Map ID:	32
Owner	
Owner ID:	740560
Name:	CHURCH OF LATTER DAY SAINTS
Mailing Address:	50 EAST NORTH TEMPLE 12TH FLOOR SALT LAKE CITY, UT 84150
% Ownership:	100.0%
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$121,280
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$7,830
Agricultural Market Valuation:	\$0
Market Value:	\$129,110
Ag Use Value:	\$0
Appraised Value:	\$129,110
HS Cap:	\$0
Assessed Value:	\$129,110

VALUES DISPLAYED, INCLUDING BUSINESS PERSONAL PROPERTY VALUES, ARE 2017 PRELIMINARY VALUES and are subject to change prior to Certification.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	WALKER CO APPRAISAL DISTRICT	0.000000	\$129,110	\$0	\$0.00	
HC	Huntsville City	0.380900	\$129,110	\$0	\$0.00	
HI	Huntsville ISD	1.180000	\$129,110	\$0	\$0.00	
WC	Walker County	0.615700	\$129,110	\$0	\$0.00	
WH	Walker County Hospital District	0.134600	\$129,110	\$0	\$0.00	

Total Tax Rate: 2.311200 Estimated Taxes With Exemptions: \$0.00 Estimated Taxes Without Exemptions: \$2,983.99

Property Improvement - Building

Type: Commercial State Code: X Living Area: 2,736.00sqft Value: \$121,280

Type	Description	Class CD	Year Built	SQFT
CP1	COVERED PORCH 1	OB2		96.00
BA	BASEMENT (FINISHED)	OB2	0	576.00
MA	MAIN AREA	OB2	0	2,160.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CL	COMMERCIAL LOT	0.0599	2,609.00	0.00	0.00	\$7,830	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	\$121,280	\$7,830	\$0	\$129,110	\$0	\$129,110
2016	\$108,480	\$7,830	\$0	\$116,310	\$0	\$116,310
2015	\$108,480	\$7,830	\$0	\$116,310	\$0	\$116,310
2014	\$83,410	\$7,830	\$0	\$91,240	\$0	\$91,240
2013	\$83,410	\$7,830	\$0	\$91,240	\$0	\$91,240
2012	\$43,610	\$7,830	\$0	\$51,440	\$0	\$51,440
2011	\$41,430	\$7,830	\$0	\$49,260	\$0	\$49,260
2010	\$43,610	\$7,830	\$0	\$51,440	\$0	\$51,440
2009	\$43,610	\$7,830	\$0	\$51,440	\$0	\$51,440

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/28/1994	OT	Other	RAINWATER WAYNE L	CHURCH OF LATTER DAY SAINTS	241	105	

Property Purchase Summary
1108 17th Street, Huntsville, Texas

This property is located immediately adjacent to property currently owned by Sam Houston State University and it is located within the University's long-term growth zone as indicated in the Campus Master Plan Update approved by the Board of Regents. The University has no immediate plan for this property and will hold in its current condition until appropriate use is identified and funding is available.

Huntsville GIS Map

Created at www.huntsvillegis.com



SHSH PROPERTY

SHSH PROPERTY

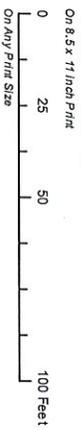
SHSH PROPERTY

PROPOSED PROPERTY

SHSH PROPERTY

SHSH PROPERTY

Layout: Letter (8.5 x 11) - Landscape
1 in = 50 ft



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
DISCLAIMER: These data are to be used for graphical representation only. The accuracy is not to be taken as data produced for engineering purposes or by a Registered Professional Land Surveyor or for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Huntsville assumes no responsibility for the accuracy of said data.



June 26, 2017
City of Huntsville
GIS Division
Map Created At
www.huntsvillegis.com

SHSU CAMPUS MASTER PLAN

Proposed Property Purchase



- | | | | |
|---|---------------------------------------|---|------------------------------|
|  | Existing Building |  | Development Opportunity Area |
|  | Existing Parking |  | Near -Term Growth Zone |
|  | Existing Recreation or Athletic Field |  | Long-Term Growth Zone |
|  | Sacred Open Space |  | Building Removal Candidate |
|  | Future Road |  | Water Course |
| | |  | Campus Gateway |

SRSU: Rio Grande College – Renewal of Facilities Leases

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

The renewal and extension for two years of the facilities leases with the Southwest Texas Junior College for use by the SRSU-Rio Grande College as indicated below be approved:

	<u>Location</u>	<u>Term</u>	<u>Sq. Ft.</u>	<u>Annual Amount</u>
1.	Castroville	2 yrs.	12,000	\$36,000.00
2.	Del Rio	2 yrs.	27,493	\$554,176.46
3.	Eagle Pass	2 yrs.	21,353	\$377,437.06
4.	Uvalde	2 yrs.	24,124	\$470,319.05

Explanation

Sul Ross State University – Rio Grande College leases all of its operating space from the Southwest Texas Junior College in Del Rio, Eagle Pass, Uvalde, and Castroville. The RGC owns no facilities. The leases are turn-key and include all building operation expenses such as maintenance, custodial, security, utilities, grounds, and HVAC. The current leases expire on 8/31/2017 and the Rio Grande College is seeking approval to renew and extend the leases for two years to August 31, 2019 commensurate with biennium funding. The leases have been reviewed and approved by the Vice Chancellor and General Counsel.



STATE LEASE- Castroville

THE STATE OF TEXAS §

COUNTY OF BREWSTER§

1. PARTIES

This Agreement is made and entered into on this ____ day of ___ 2017 by and between Lessor, Southwest Texas Junior College, of Uvalde County, Texas, and Lessee, Sul Ross State University of Brewster County, Texas.

2. PROPERTY LEASED

Net Billable Square Feet: 12,000

Space Type: Shared Classroom and Office Space

Lease Address: 153 cr483
Lacoste, Texas 78039

Lease County: Medina

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease or sublease, unto the Lessee, the property and premises described herein.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of 24 months commencing on the 1st day of September, 2017 (the "Commencement Date"), and ending on the 31st day of August, 2019 (the " Termination Date"), unless terminated earlier as hereinafter provided.

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base monthly rent during the term of this lease in accordance with the rent schedule as detailed in Exhibit A. The rental payments provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of the availability of funds appropriated by the Legislature for the operation of the occupying agency. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the operation of either agency, or either agency ceases to exist as a result of the Legislative sunset review process, then this lease agreement shall be terminated.

Any modifications to these lease terms must be agreed to in writing by both parties. If it is the intent of either party not to enter into a renewal lease at the end of the term of this lease or any renewal term, said party must give the other party 180 days notice of the intent to not renew the lease.

It is hereby expressly understood that Lessor is in fact a Lessee of the Medina Valley Independent School District in regards to the property described in this agreement. Lessor has the authority under its agreement with the MVISD to sublease the property to Lessee.

5. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: all custodial services, all security services, repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or co-locate any regulated parties which have an interest in the occupying agency or whose occupation of these premises would cause the occupying agency to be in violation of State statute. Lessor also agrees that it will not rent, lease, or otherwise furnish space in this or any adjacent buildings under its control to any other institution of Higher Education during the duration of this agreement.

- (c) Lessor warrants that the demised premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.
- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such property shall remain the property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon. Lessee shall deliver the premises and property to Lessor in good order and condition, reasonable use and ordinary wear and tear excepted.
- (g) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the new space, moving, communication equipment and computer expenses.

- (i) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- G) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (k) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee, except that nothing in this agreement shall be construed as a waiver of the constitutional, statutory, and common law rights, privileges, immunities, or defenses of the parties.
- (l) The rental and lease payments as described in section 4 and in Exhibit A may be adjusted for inflation once annually upon written agreement by both the lessor and lessee. The method by which this adjustment may be made is described in detail in Exhibit C, "Escalation Clause".
- (m) This agreement shall be governed by Texas law and exclusive venue shall lie in Uvalde County, Texas.

6. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B entitled Lease Requirements which is incorporated herein for all purposes.

7. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any estoppel certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.

- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease Lessor will give Lessee sixty (60) days prior written notice whereupon the Lessee will forward to Lessor a copy of such standard Estoppel Certificate to use for such purposes.
- (d) All notices, requests, consents, approvals, waivers and other communications shall be in writing, mailed, hand delivered or delivered by overnight delivery service to the recipient at the address for that party shown below. All such notices, requests and communications shall be effective when actually received.

To Lessor: Southwest Texas Junior College
 Attn: Anne H. Tarski, Vice President Finance
 Uvalde, Texas 78801

To Lessee: Sul Ross State University
 Attn: Cesario Valenzuela, VPFO
 P.O. Box C-118
 Alpine, Texas 79832

SOUTHWEST TEXAS JUNIOR COLLEGE

By: _____
President

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended

President

Date

Chancellor

Date

APPROVED by the Board of Regents at regular meeting on August 17th and 18th, 2017.

The Honorable Rossanna Salazar
Chairman

Date

EXHIBIT A

RENT SCHEDULE

1. Calculation of Rent

<u>Billable Sq. Feet Occupied</u>	<u>Monthly Rate/SF</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
12,000	\$.250	\$36,000.00	\$3,000.00

2. Payment of Rent

The base rental payable in accordance with Section 4 of this lease shall be as follows:

Commencement Date through Termination Date: \$ 3,000.00 per month

EXHIBIT B

LEASE REOIDREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards ("TAS") requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title or contractual access with sublease authority to said premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) All construction repairs and alterations shall be performed or cause to be performed by Lessor prior to occupancy. Space must be ready for final inspection, acceptance and occupancy for each occupying agency 30 days prior to Commencement Date. This period of time shall be at no charge to Lessee. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the first day of the stated lease period.
- (f) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (g) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (h) Lessee shall have the right to survey and inspect property during the construction

process to ensure the leased space complies with all requirements as set forth in this lease agreement.

- (i) Prior to occupancy, Lessor shall thoroughly clean the leased premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass.
 - 3. Clean exposed finishes.
 - 4. Touchup mirrors finish damage.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.

- G) Lessor shall provide Lessee a Certificate of Occupancy issued by the appropriate jurisdiction at least 30 days prior to the commencement date of the lease if deemed necessary.

- (k) The Lessee may, upon written notice to the Lessor at least **30** days prior to termination of this lease or any extension, remain in possession of the leased premises for a period specified in the notice, not to exceed **180** days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the monthly rent in effect at the termination of this lease for the space occupied by the agency during this period.

- (l) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.

- (m) All utility bills for the leased space shall be paid by Lessor at Lessor's expense.

- (n) Lessor shall be responsible at its expense for the provision of all janitorial services and supplies and shall ensure that premises are clean and sanitary at all times.

- (o) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

- (p) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the premises.

- (q) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with

Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

- (r) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (s) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (t) Space to be occupied under this lease shall be designated a "non-smoking area".
- (u) Lessor shall provide, gratis, off-street parking for vehicles in the building surface lot. Parking must be under the direct control or access of the Lessor and must be located within a reasonable distance of the entry to the lease space.
- (v) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (w) Cost of :furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (x) Exit lights, shall be provided to the outside of the building. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (y) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (z) Each room and area shall have a light switch at every entrance.
- (aa) All lights and electrical accessories shall be high efficiency and meet ASHRAE 90.1-2001 standards for any new construction. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (bb) Lessor shall provide all safety equipment, including but not limited to fire

extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.

- (cc) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (dd) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the property of the Lessee or occupying agency/ies and may be removed at the end of the lease term. Lessor shall be responsible for providing all other building security at its expense.
- (ee) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (ff) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (gg) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (hh) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TBPC.-The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest ASHRAE Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992).-Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Thermostats and associated zones or

equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT C

ESCALATION CLAUSE

1. On each anniversary date of the lease, the total monthly cost of this lease agreement, as described in Exhibit A, may be adjusted according to the following schedule, provided Lessor and Lessee wish to continue this agreement:

FY2016	\$22,500 annual cost
FY2017	\$30,000 annual cost
FY2018	\$36,000 annual cost
FY2019 and thereafter	\$40,000 annual cost

Any adjustment must be agreed to in writing by both parties.



STATE LEASE 756-8820-ESD-Del Rio

THE STATE OF TEXAS §

COUNTY OF BREWSTER§

1. PARTIES

This Agreement is made and entered into on this ____ day of ___ 2017 by and between Lessor, Southwest Texas Junior College, of Uvalde County, Texas, and Lessee, Sul Ross State University of Brewster County, Texas.

2. PROPERTY LEASED

Net Billable Square Feet: 28,585

Space Type: Exclusive Classroom and Office Space

Lease Address: 207 Wildcat Drive
Del Rio, Texas 78840

Lease County: Val Verde

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the property and premises described herein.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period not to exceed 24 months commencing on the 1st day of September, 2017 (the "Commencement Date"), and ending on the 31st day of August, 2019 (the " Termination Date"), unless terminated earlier as hereinafter provided.

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base monthly rent during the term of this lease in accordance with the rent schedule as detailed in Exhibit A. The rental payments provided

for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of the availability of funds appropriated by the Legislature for the operation of the occupying agency. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the operation of either agency, or either agency ceases to exist as a result of the Legislative sunset review process, then this lease agreement shall be terminated.

Any modifications to these lease terms must be agreed to in writing by both parties. If it is the intent of either party not to enter into a renewal lease at the end of the term of this lease or any renewal term, said party must give the other party 180 days notice of the intent to not renew the lease.

5. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: all custodial services, all security services, repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or co-locate any regulated parties which have an interest in the occupying agency or whose occupation of these premises would cause the occupying agency to be in violation of State statute.
- (c) Lessor warrants that the demised premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such property shall remain the property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon. Lessee shall deliver the premises and property to Lessor in good order and condition, reasonable use and ordinary wear and tear excepted.
- (g) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the new space, moving, communication equipment and computer expenses.
- (i) Lessor shall be solely responsible, for the payment of commission to Lessee's Tenant Representative agent per terms of a separate Commission Agreement for services rendered on behalf of Lessee including some or all of, but not limited to, market survey and analysis, negotiation of terms, financial analysis, space planning and space justification, document preparation and coordination through

to execution. It is understood that the commission payable to Lessee's Tenant Representative shall not exceed four percent (4%) of the Gross Lease Consideration.

- G) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased premises to any private entities (persons or corporations).
- (k) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (m) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (n) The rental and lease payments as described in section 4 and in Exhibit A may be adjusted for inflation once annually upon written agreement by both the lessor and lessee. The method by which this adjustment may be made is described in detail in Exhibit C, "Escalation Clause".
- (o) This agreement shall be governed by Texas law and exclusive venue shall lie in Uvalde County, Texas.

6. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B entitled Lease Requirements which is incorporated herein for all purposes.

7. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment

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- (b) Any statement or representation of Lessee in any estoppel certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease Lessor will give Lessee sixty (60) days prior written notice whereupon the Lessee will forward to Lessor a copy of such standard Estoppel Certificate to use for such purposes.
- (d) All notices, requests, consents, approvals, waivers and other communications shall be in writing, mailed, hand delivered or delivered by overnight delivery service to the recipient at the address for that party shown below. All such notices, requests and communications shall be effective when actually received.

To Lessor: Southwest Texas Junior College
Attn: Anne H. Tarski, Vice President Finance
Uvalde, Texas 78801

To Lessee: Sul Ross State University
Attn: Cesario Valenzuela, VPFO
P.O. Box C-118
Alpine, TX 79832

SOUTHWEST TEXAS JUNIOR COLLEGE

By: _____
President

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended

President

Date

Chancellor

Date

APPROVED by the Board of Regents at regular meeting on August 17th and 18th, 2017.

The Honorable Rossanna Salazar
Chairman

Date

EXIDBITA

RENT SCHEDULE

1. Calculation of Rent

Billable Sq. Feet <u>Occupied</u>	Monthly <u>Rate/SF</u>	Annual <u>Rent</u>	Monthly <u>Rent</u>
28,585	\$1.597	\$554,176.46	\$46,181.37

2. Payment of Rent

The base rental payable in accordance with Section 4 of this lease shall be as follows:

Commencement Date through Termination Date: \$46,181.37 per month

..

EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards ("TAS") requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) All construction repairs and alterations shall be performed by Lessor prior to occupancy. Space must be ready for final inspection, acceptance and occupancy for each occupying agency 30 days prior to Commencement Date. This period of time shall be at no charge to Lessee. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the first day of the stated lease period.
- (f) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (g) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (h) Lessee shall have the right to survey and inspect property during the construction

process to ensure the leased space complies with all requirements as set forth in this lease agreement.

- (i) Prior to occupancy, Lessor shall thoroughly clean the leased premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass.
 - 3. Clean exposed finishes.
 - 4. Touchup mirrors finish damage.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.

- G) Lessor shall provide Lessee a Certificate of Occupancy issued by the appropriate jurisdiction at least 30 days prior to the commencement date of the lease if deemed necessary.

- (k) The Lessee may, upon written notice to the Lessor at least **30** days prior to termination of this lease or any extension, remain in possession of the leased premises for a period specified in the notice, not to exceed **180** days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the monthly rent in effect at the termination of this lease for the space occupied by the agency during this period.

- (l) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.

- (m) All utility bills for the leased space shall be paid by Lessor at Lessor's expense.

- (n) Lessor shall be responsible at its expense for the provision of all janitorial services and supplies and shall ensure that premises are clean and sanitary at all times.

- (o) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

- (p) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the premises.

- (q) Lessor shall maintain the exterior of the building and adjacent grounds in an

appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

- (r) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (s) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (t) Space to be occupied under this lease shall be designated a "non-smoking area".
- (u) Lessor shall provide off-street parking for vehicles in the building surface lot. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space.
- (v) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (w) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (x) Exit lights, shall be provided to the outside of the building. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (y) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (z) Each room and area shall have a light switch at every entrance.
- (aa) All lights and electrical accessories shall be high efficiency and meet ASHRAE 90.1-2001 standards for any new construction. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.

- (bb) Lessor shall provide all safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (cc) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (dd) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the property of the Lessee or occupying agency/ies and may be removed at the end of the lease term. Lessor shall be responsible for providing all other building security at its expense.
- (ee) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (ff) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (gg) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (hh) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TBPC.-The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest ASHRAE Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992).-Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and

occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT C

ESCALATION CLAUSE (50%)

1. On each anniversary date of the lease, the total monthly cost of this lease agreement, as described in Exhibit A, may be adjusted to reflect changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request any such increase in writing by June 15 of each year. Any agreed upon increase will become effective the following September 1.
2. The **Formula** for determining the amount of escalation allowable in any given contract year shall be:

$$\text{Base Factor} \times \text{Percent Escalation Allowable} = \text{Amount of Escalation Allowed}$$

The new monthly rental would be the monthly rental in effect as reflected in the payment schedule provided in Exhibit A, section 2 increased by the "Amount of Escalation Allowed."

3. The **Percent Escalation Allowable** will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 2012. Percent changes shall be rounded to the nearest one tenth of one percent.

Example of Calculation - for Illustrative Purposes Only:

CPI-UW May 2015	175.9
CPI-UW May 2016	<u>179.6</u>
Change	3.7

$$3.7 / 175.9 = 2.1\% \text{ (Percentage Change)}$$

4. **Base Factor:** Fifty percent (50%) of the monthly rental scheduled and in effect will be the base factor used to calculate the escalation.

Example:

If the total rental per month for the leased space is \$10,000, the base factor would be \$5,000. The base factor multiplied by the percent escalation allowable will result in the escalation allowable. The escalation allowable added to the current monthly rental will result in the new monthly rental. Using the percent escalation example above, the new monthly rental would be $((\$10,000 \times 50\%) \times 2.1\%) + \$10,000 = \$10,105$.

5. The first escalation possible would be September 2018, or on the first anniversary based upon the percent change in the CPI from May 2017 to May 2018. Each succeeding year, the same procedure as outlined above will be used.



STATE LEASE 756-8840-ESD - Eagle Pass

THE STATE OF TEXAS §

COUNTY OF BREWSTER§

1. PARTIES

This Agreement is made and entered into on this _____ day of _____, 2017 **by and** between Lessor, Southwest Texas Junior College, of Uvalde County, Texas, and Lessee, Sul Ross State University of Brewster County, Texas.

2. PROPERTY LEASED

Net Billable Square Feet:	21,353
Space Type:	Exclusive Classroom and Office Space
Lease Address:	4003 Highway 277 Southeast Eagle Pass, Texas 78852
Lease County:	Maverick

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the property and premises described herein.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of 24 months commencing on the 1st day of September, 2017 (the "Commencement Date"), and ending on the 31st day of August, 2019 (the "Termination Date"), unless terminated earlier as hereinafter provided.

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base monthly rent during the term of this lease in accordance with the rent schedule as detailed in Exhibit A. The rental payments provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of the availability of funds appropriated by the Legislature for the operation of the occupying agency. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the operation of either agency, or either agency ceases to exist as a result of the Legislative sunset review process, then this lease agreement shall be terminated.

Any modifications to these lease terms must be agreed to in writing by both parties. If it is the intent of either party not to enter into a renewal lease at the end of the term of this lease or any renewal term, said party must give the other party 180 days notice of the intent to not renew the lease.

5. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: all custodial services, all security services, repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or co-locate any regulated parties which have an interest in the occupying agency or whose occupation of these premises would cause the occupying agency to be in violation of State statute.

- (c) Lessor warrants that the demised premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.
- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such property shall remain the property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon. Lessee shall deliver the premises and property to Lessor in good order and condition, reasonable use and ordinary wear and tear excepted.
- (g) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the new space, moving, communication equipment and computer expenses.

- (i) Lessor shall be solely responsible, for the payment of commission to Lessee's Tenant Representative agent per terms of a separate Commission Agreement for services rendered on behalf of Lessee including some or all of, but not limited to, market survey and analysis, negotiation of terms, financial analysis, space planning and space justification, document preparation and coordination through to execution. It is understood that the commission payable to Lessee's Tenant Representative shall not exceed four percent (4%) of the Gross Lease Consideration.
- G) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased premises to any private entities (persons or corporations).
- (k) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (m) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (n) The rental and lease payments as described in section 4 and in Exhibit A may be adjusted for inflation once annually upon written agreement by both the lessor and lessee. The method by which this adjustment may be made is described in detail in Exhibit C, "Escalation Clause".
- (o) This agreement shall be governed by Texas law and exclusive venue shall lie in Uvalde County, Texas.

6. LEASEREQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B entitled Lease Requirements which is incorporated herein for all purposes.

7. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any estoppel certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease Lessor will give Lessee sixty (60) days prior written notice whereupon the Lessee will forward to Lessor a copy of such standard Estoppel Certificate to use for such purposes.
- (d) All notices, requests, consents, approvals, waivers and other communications shall be in writing, mailed, hand delivered or delivered by overnight delivery service to the recipient at the address for that party shown below. All such notices, requests and communications shall be effective when actually received.

To Lessor: Southwest Texas Junior College
Attn: Anne H. Tarski, Vice President Finance
Uvalde, Texas 78801

To Lessee: Sul Ross State University
Attn: Cesario Valenzuela, VPFO
P.O. Box C-118
Alpine, Texas 79832

SOUTHWEST TEXAS JUNIOR COLLEGE

By: _____
President

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended

President

Date

Chancellor

Date

APPROVED by the Board of Regents at regular meeting on August 17th and 18th, 2017.

The Honorable Rossanna Salazar
Chairman

Date

EXHIBIT A

RENT SCHEDULE

1. Calculation of Rent

<u>Billable Sq. Feet Occupied</u>	<u>Monthly Rate/SF</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
21,353	\$1.456	\$377,437.06	\$31,453.09

2. Payment of Rent

The base rental payable in accordance with Section 4 of this lease shall be as follows:

Commencement Date through Termination Date: \$31,453.09 per month

EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which includes compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards ("TAS") requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) All construction repairs and alterations shall be performed by Lessor prior to occupancy. Space must be ready for final inspection, acceptance and occupancy for each occupying agency 30 days prior to Commencement Date. This period of time shall be at no charge to Lessee. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the *first* day of the stated lease period.
- (f) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (g) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (h) Lessee shall have the right to survey and inspect property during the construction

process to ensure the leased space complies with all requirements as set forth in this lease agreement.

- (i) Prior to occupancy, Lessor shall thoroughly clean the leased premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass.
 - 3. Clean exposed finishes.
 - 4. Touchup mirrors finish damage.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.

- G) Lessor shall provide Lessee a Certificate of Occupancy issued by the appropriate jurisdiction at least 30 days prior to the commencement date of the lease if deemed necessary.

- (k) The Lessee may, upon written notice to the Lessor at least **30** days prior to termination of this lease or any extension, remain in possession of the leased premises for a period specified in the notice, not to exceed **180** days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the monthly rent in effect at the termination of this lease for the space occupied by the agency during this period.

- (l) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.

- (m) All utility bills for the leased space shall be paid by Lessor at Lessor's expense.

- (n) Lessor shall be responsible at its expense for the provision of all janitorial services and supplies and shall ensure that premises are clean and sanitary at all times.

- (o) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

- (p) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the premises.

- (q) Lessor shall maintain the exterior of the building and adjacent grounds in an

appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

- (r) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (s) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
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- (z) Each room and area shall have a light switch at every entrance.
- (aa) All lights and electrical accessories shall be high efficiency and meet ASHRAE 90.1-2001 standards for any new construction. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.

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- (cc) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (dd) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the property of the Lessee or occupying agency/ies and may be removed at the end of the lease term. Lessor shall be responsible for providing all other building security at its expense.
- (ee) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (ff) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (gg) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (hh) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TBPC.-The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest ASHRAE Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992)-.Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and

occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT C

ESCALATION CLAUSE (50%)

1. On each anniversary date of the lease, the total monthly cost of this lease agreement, as described in Exhibit A, may be adjusted to reflect changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request any such increase in writing by June 15 of each year. Any agreed upon increase will become effective the following September 1.
2. The **Formula** for determining the amount of escalation allowable in any given contract year shall be:

$$\text{Base Factor} \times \text{Percent Escalation Allowable} = \text{Amount of Escalation Allowed}$$

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

3. The **Percent Escalation Allowable** will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 2012. Percent changes shall be rounded to the nearest one tenth of one percent.

Example of Calculation - for Illustrative Purposes Only:

CPI-UW May 2015	175.9
CPI-UW May 2016	<u>179.6</u>
Change	3.7

$$3.7 / 175.9 = 2.1\% \text{ (Percentage Change)}$$

4. **Base Factor:** Fifty percent (50%) of the monthly rental currently in effect will be the base factor used to calculate the escalation.

Example:

If the total rental per month for the leased space is \$10,000, the base factor would be \$5,000. The base factor multiplied by the percent escalation allowable will result in the escalation allowable. The escalation allowable added to the current monthly rental will result in the new monthly rental.

Using the percent escalation example above, the new monthly rental would be $((\$10,000 \times 50\%) \times 2.1\%) + \$10,000 = \$10,105$.

5. The first escalation possible would be September 2018, or on the first anniversary based upon the percent change in the CPI from May 2017 to May 2018. Each succeeding year, the same procedure as outlined above will be used.

STATE LEASE 756-8541-ESD- Uvalde

THE STATE OF TEXAS §

COUNTY OF BREWSTER§

1. PARTIES

This Agreement is made and entered into on this ____ day of ____, 2017 by and between Lessor, Southwest Texas Junior College, of Uvalde County, Texas, and Lessee, Sul Ross State University of Brewster County, Texas.

2. PROPERTY LEASED

Net Billable Square Feet:	24,124
Space Type:	Exclusive Classroom and Office Space
Lease Address:	2623 Garner Field Road Uvalde, Texas 78801
Lease County:	Uvalde

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the property and premises described herein.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of 24 months commencing on the 1st day of September, 2017 (the "Commencement Date"), and ending on the 31st day of August, 2019 (the "Termination Date"), unless terminated earlier as hereinafter provided.

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base monthly rent during the term of this lease in accordance with the rent schedule as detailed in Exhibit A. The rental payments provided

for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of the availability of funds appropriated by the Legislature for the operation of the occupying agency. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the operation of either agency, or either agency ceases to exist as a result of the Legislative sunset review process, then this lease agreement shall be terminated.

Any modifications to these lease terms must be agreed to in writing by both parties. If it is the intent of either party not to enter into a renewal lease at the end of the term of this lease or any renewal term, said party must give the other party 180 days notice of the intent to not renew the lease.

5. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: all custodial services, all security services, repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or co-locate any regulated parties which have an interest in the occupying agency or whose occupation of these premises would cause the occupying agency to be in violation of State statute.
- (c) Lessor warrants that the demised premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss

sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such property shall remain the property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon. Lessee shall deliver the premises and property to Lessor in good order and condition, reasonable use and ordinary wear and tear excepted.
- (g) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the new space, moving, communication equipment and computer expenses.
- (i) Lessor shall be solely responsible, for the payment of commission to Lessee's Tenant Representative agent per terms of a separate Commission Agreement for services rendered on behalf of Lessee including some or all of, but not limited to,

market survey and analysis, negotiation of terms, financial analysis, space planning and space justification, document preparation and coordination through to execution. It is understood that the commission payable to Lessee's Tenant Representative shall not exceed four percent (4%) of the Gross Lease Consideration.

- G) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased premises to any private entities (persons or corporations).
- (k) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (m) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (n) The rental and lease payments as described in section 4 and in Exhibit A may be adjusted for inflation once annually upon written agreement by both the lessor and lessee. The method by which this adjustment may be made is described in detail in Exhibit C, "Escalation Clause".
- (o) This agreement shall be governed by Texas law and exclusive venue shall lie in Uvalde County, Texas.

6. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B entitled Lease Requirements which is incorporated herein for all purposes.

7. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease

contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.

- (b) Any statement or representation of Lessee in any estoppel certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease Lessor will give Lessee sixty (60) days prior written notice whereupon the Lessee will forward to Lessor a copy of such standard Estoppel Certificate to use for such purposes.
- (d) All notices, requests, consents, approvals, waivers and other communications shall be in writing, mailed, hand delivered or delivered by overnight delivery service to the recipient at the address for that party shown below. All such notices, requests and communications shall be effective when actually received.

To Lessor: Southwest Texas Junior College
Attn: Anne H. Tarski, Vice President Finance
Uvalde, Texas 78801

To Lessee: Sul Ross State University
Attn: Cesario Valenzuela, VPFO
P.O. Box C-118
Alpine, TX 79832

SOUTHWEST TEXAS JUNIOR COLLEGE

By: _____
President

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended

President

Date

Chancellor

Date

APPROVED by the Board of Regents at regular meeting on August 17th and 18th, 2017.

The Honorable Rossanna Salazar
Chairman

Date

EXHIBIT A

RENT SCHEDULE

1. Calculation of Rent

<u>Billable Sq. Feet Occupied</u>	<u>Monthly Rate/SF</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
\$24,124	\$1.606	\$470,319.05	\$39,193.25

2. Payment of Rent

The base rental payable in accordance with Section 4 of this lease shall be as follows:

Commencement Date through Termination Date: \$39,193.25 per month

EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards ("TAS") requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) All construction repairs and alterations shall be performed by Lessor prior to occupancy. Space must be ready for final inspection, acceptance and occupancy for each occupying agency 30 days prior to Commencement Date. This period of time shall be at no charge to Lessee. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the first day of the stated lease period.
- (f) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (g) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (h) Lessee shall have the right to survey and inspect property during the construction

process to ensure the leased space complies with all requirements as set forth in this lease agreement.

- (i) Prior to occupancy, Lessor shall thoroughly clean the leased premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass.
 - 3. Clean exposed finishes.
 - 4. Touchup mirrors finish damage.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.

- G) Lessor shall provide Lessee a Certificate of Occupancy issued by the appropriate jurisdiction at least 30 days prior to the commencement date of the lease if deemed necessary.

- (k) The Lessee may, upon written notice to the Lessor at least **30** days prior to termination of this lease or any extension, remain in possession of the leased premises for a period specified in the notice, not to exceed **180** days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the monthly rent in effect at the termination of this lease for the space occupied by the agency during this period.

- (l) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.

- (m) All utility bills for the leased space shall be paid by Lessor at Lessor's expense.

- (n) Lessor shall be responsible at its expense for the provision of all janitorial services and supplies and shall ensure that premises are clean and sanitary at all times.

- (o) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

- (p) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the premises.

- (q) Lessor shall maintain the exterior of the building and adjacent grounds in an

appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

- (r) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (s) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or -drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (t) Space to be occupied under this lease shall be designated a "non-smoking area".
- (u) Lessor shall provide off-street parking for vehicles in the building surface lot. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space.
- (v) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (w) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (x) Exit lights, shall be provided to the outside of the building. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (y) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (z) Each room and area shall have a light switch at every entrance.
- (aa) All lights and electrical accessories shall be high efficiency and meet ASHRAE 90.1-2001 standards for any new construction. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.

- (bb) Lessor shall provide all safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (cc) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (dd) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the property of the Lessee or occupying agency/ies and may be removed at the end of the lease term. Lessor shall be responsible for providing all other building security at its expense.
- (ee) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (ff) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (gg) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (hh) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TBPC.-The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest ASHRAE Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992).-Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and

occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT C

ESCALATION CLAUSE (50%)

1. On each anniversary date of the lease, the total monthly cost of this lease agreement, as described in Exhibit A, may be adjusted to reflect changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request any such increase in writing by June 15 of each year. Any agreed upon increase will become effective the following September 1.
2. The **Formula** for determining the amount of escalation allowable in any given contract year shall be:

$$\text{Base Factor X Percent Escalation Allowable} = \text{Amount of Escalation Allowed}$$

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

3. The **Percent Escalation Allowable** will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 2012. Percent changes shall be rounded to the nearest one tenth of one percent.

Example of Calculation - for Illustrative Purposes Only:

CPI-UW May 2015	175.9
CPI-UW May 2016	<u>179.6</u>
Change	3.7

$$3.7 / 175.9 = 2.1\% \text{ (Percentage Change)}$$

4. **Base Factor:** Fifty percent (50%) of the monthly rental currently in effect will be the base factor used to calculate the escalation.

Example:

If the total rental per month for the leased space is \$10,000, the base factor would be \$5,000. The base factor multiplied by the percent escalation allowable will result in the escalation allowable. The escalation allowable added to the current monthly rental will result in the new monthly rental.

Using the percent escalation example above, the new monthly rental would be $((\$10,000 \times 50\%) \times 2.1\%) + \$10,000 = \$10,105$.

5. The first escalation possible would be September 2018, or on the first anniversary based upon the percent change in the CPI from May 2017 to May 2018. Each succeeding year, the same procedure as outlined above will be used.

TXST: Acquisition of 1347 Thorpe Lane, Paraje Properties, LP

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

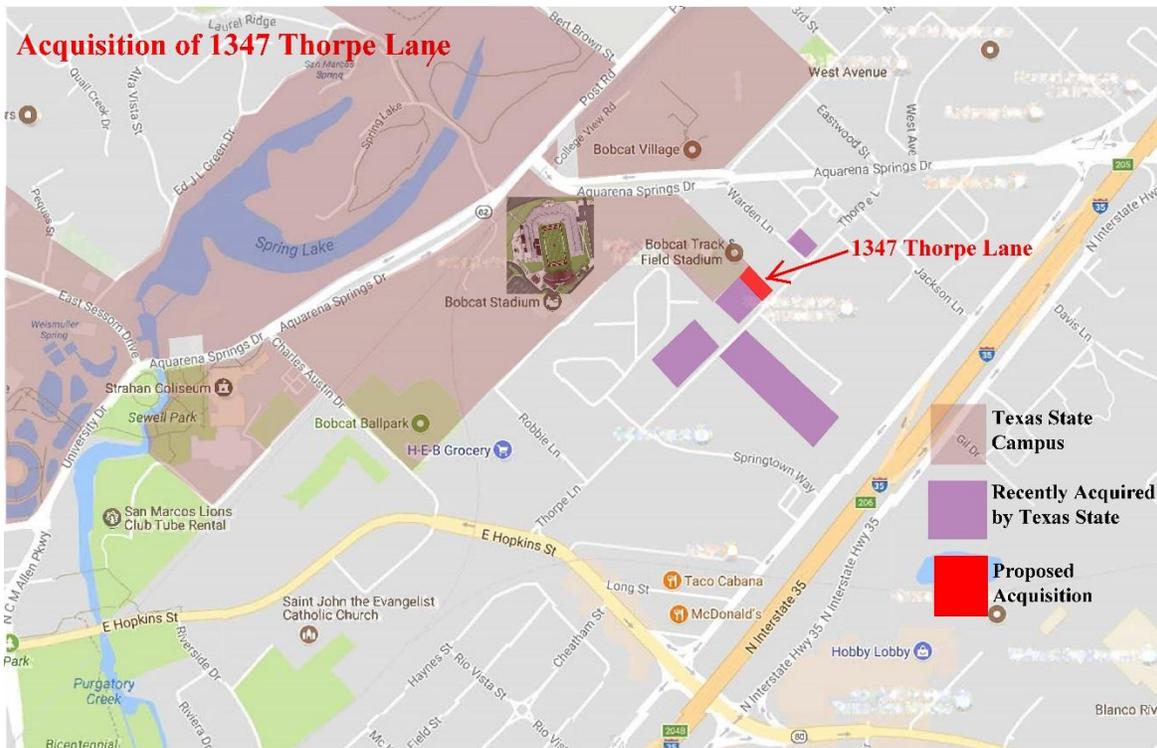
Texas State University be authorized to acquire a tract of land, including mineral rights and improvements, from Paraje Properties, LP, at a price not to exceed the appraised value, and that the University's Vice President for Finance and Support Services be authorized to finalize and execute all documents and instruments necessary to carry out the transaction, subject to approval as to legal form by the Vice Chancellor and General Counsel.

Explanation

Texas State identified the subject property, on Thorpe Lane and adjoining campus, as meeting identified needs to support a medical service facility. The acquisition property is currently in use as a medical clinic.

This property will allow Athletics and other university medical providers with exam and treatment facility space to supplement existing facilities. The property is located near Texas State's primary athletic facility spaces on a major City arterial providing easy access for all potential users.

Map



TXST: Enrollment Management and Fundraising Services Agreement

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

Texas State University be authorized to enter into an agreement with Ruffalo Noel Levitz, a firm offering software, and consulting for higher education, to provide enrollment management and fundraising software services for an on-campus call center, strategic consultation, and direct marketing.

The contract is approximately \$950,000 annually with an escalation of two percent for each year of the contract including renewal options. The base term is five years with an option to renew in one-year increments for two additional years. The total amount for the life of the contract will not exceed \$4,850,000. Funding for the purchase will come from Annual Giving, Application fees, and New Student Orientation fees.

Explanation

Background Information: Texas State University issued a Request for Proposal (RFP) on February 8, 2017, for software, equipment, staffing, and management for an on-campus call center; design and copywriting services; database and file processing services; and statistical analysis, reporting, and strategic consultation.

The RFP responses were evaluated by representatives from University Advancement, Undergraduate Admissions, and Alumni Relations and Ruffalo Noel Levitz (RNL) was determined to provide the best value to the University.

Project Benefit: RNL has been providing enrollment management services since 2010. Since then the University has achieved a 46 percent gain in annual enrollment. RNL has also been providing fundraising services since the fall of 2012. Subsequently the University has seen an increase of 105 percent in fundraising revenues. The continuation of this engagement is projected to generate \$2.5 million in fundraising revenue for the university and further increases in enrollment growth.

AGREEMENT BETWEEN
TEXAS STATE
UNIVERSITY AND
RUFFALO NOEL LEVITZ, LLC

This Agreement to provide Call Center Management Services (“Work”) is made and entered into effective as of September 1, 2017 (“Effective Date”) by and between Texas State University (“University” or “Client”), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Ruffalo Noel Levitz, LLC (“Contractor” or “RNL”).

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 be for five (5) year(s) and will begin on the Effective Date and expire August 31, 2022. University will have the option to renew this Agreement for two (2) additional one (1) year term(s) for a not to exceed amount of \$ 4,850,000 for the life of the contract. University may extend the Contract up to 30 days, under the current Contract pricing, terms and conditions. Such extension must be submitted by the University to the vendor in writing not less than three (3) weeks prior to the end of the current Contract term. Prior to the end of the initial contract term, or during a 30 day agreed extension period, the parties may extend the contract up to an additional 60 days under the same or adjusted pricing, terms and conditions as agreed. In no event will the contract extend more than 90 days beyond the initial term.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for 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 Work 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 No work shall commence until such time as a valid signed purchase order is received. Invoices that are submitted without a purchase order number and issued before the commencement of work will be subject to loss of payment.
 - 5.2 **The purchase order number must be on the invoice(s) or the invoice(s) will be returned to your company for revision, which will delay payment.**
 - 5.3 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 to University.

- 5.4 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.
 - 5.5 Within ten 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.
 - 5.6 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:
 - 5.6.1 Contractor is in breach or default under this Agreement; or
 - 5.6.2 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.
 - 5.7 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.
 - 5.8 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).
 - 5.9 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.
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

8.2 Commercial General Liability and Property Damage Insurance limits of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$1,000,000
Property Damage	\$1,000,000

8.3 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$1,000,000
Property Damage	\$1,000,000

8.4 Excess and/or Umbrella Liability \$1,000,000

8.5 Cyber and Privacy Insurance \$7,000,000
(network and information security coverage, including coverage for failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.)

8.6 Such Insurance shall be primary and name The Texas State University System (TSUS), and Texas State University, their Regents and employees added as additional insureds. The additional insured status must cover completed operations as well. This is not applicable to the workers' compensation policy.

The workers' compensation and owners' protective liability policies will provide a waiver of subrogation in favor of the University.

8.7 Contractor will deliver to University:

8.7.1 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.

8.7.2 Additional evidence, satisfactory to University, of the continued existence of all insurance not less than thirty 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 days unconditional written notice to University.

8.8 The insurance policies required in this Agreement will be kept in force for the periods specified below:

8.8.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and

8.8.2 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 TSUS 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. 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.

11.1 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty 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 days, University has the right to terminate this Agreement upon fifteen days advance written notice to Contractor, in addition to any other rights of any nature that University may have at law or in equity.

11.2 Either Party, without cause, may, terminate this Agreement and any Statements of Work at any time upon giving ninety 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.

11.3 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.

11.4 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.

12. INDEMNIFICATION – Subject to the limitations of this Agreement, RNL shall defend, indemnify, and hold Client and its employees, owners, officers and directors harmless from any and all loss, damage, deficiency, claim, or liability arising out of or resulting from breach of its affirmative obligations under this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney fees, incident to the foregoing. To the extent permitted by Texas law, Client shall defend, indemnify, and hold RNL and its employees, owners, officers and directors harmless from any and all loss, damage, deficiency, claim, or liability arising out of or resulting from breach of its affirmative obligations under this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, incident to the foregoing.

13. CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION – In completing the contracted work 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. 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 assume that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, 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.

13.1 **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.

13.2 **Return of University Records.** Contractor agrees that within thirty 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), destroyed if return is not feasible. Twenty 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.

- 13.3 **Disclosure.** If Contractor has need to disclose any University Records to a subcontractor or agent, Contractor will first secure written permission from the University and then require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Agreement.
- 13.4 **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.
- 13.5 **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. Contractor is required to make any information created or exchanged with the state pursuant to this contract that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
- 13.6 **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.
- 13.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
14. **COMPLIANCE WITH LAW** – Each Party shall comply, at its own cost and expense, with the provisions of all state, federal and local laws, ordinances, regulations and orders pertaining to this Agreement and performance of this Agreement; For clarity, both parties agree to abide by all requirements of HIPAA, ARRA, HITECH, FERPA and GLB with respect to all records, information and data governed by such laws, and as applicable to such party. Both Parties shall take all measures necessary to promptly remedy any violations, if any, of any such law, ordinance, rule, regulation or order. The Parties will use all commercially reasonable efforts to assist each other, to the extent required, in the compliance with state, federal and local laws, ordinances, regulations and orders (the "Laws"). If either party (the "Complying Party") requires information from the other party (the "Supplying Party") in order to comply with any federal, state or local law, ordinance, regulation or order; then the Supplying Party shall promptly, but no longer than twenty (20) calendar days, supply the required information following a reasonable request in writing, including by electronic mail. If the Complying Party requires and requests information in writing, with a reasonably adequate description, from the Supplying Party, including by electronic mail (the "Requested Information") and the Supplying Party does not provide the Requested Information within twenty (20) calendar days after such request, then for purposes of this Agreement, the Complying Party shall not be deemed to be in breach of this Agreement as the result of any failure to comply with any Laws as a result of the Supplying Party's failure or refusal to provide any Requested Information. To the extent that RNL secures pledges but Client does not fulfill and collect all such pledges secured by RNL and RNL is mandated by law to make payment to any governmental authority, or to the Client, as the result of any guarantee mandated by law (a "Government Mandate"), the Client shall reimburse, and hold RNL

harmless from and against any amounts RNL is required to pay to any governmental authority, or to the Client, pursuant to any Government Mandate. To the extent any particular contractual provisions are required to comply with the provisions of any state, federal and local laws, ordinances, regulations and orders pertaining to this Agreement and performance of this Agreement, if any, they will be set forth on either a Statement of Work, or one or more Regulatory Attachment or similar attachment, exhibit or addendum, executed by the Parties, attached either to this Agreement and incorporated here by this reference or to a Statement of Work. 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.

15. COMPLIANCE WITH UNIVERSITY POLICIES –

Contractor agrees to comply with all University Policies and Texas State University System Rules and Regulations 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; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

All University Policies and Procedures Statements may be viewed at <http://www.txstate.edu/effective/upps/>

All Texas State University System Rules and Regulations may be viewed at <http://gato-docs.its.txstate.edu/jcr:cadb6c26-5fbc-4e8d-87df-da945380ffdd/Rules%20Regs%20May%202017.pdf>

- 16. NONDISCRIMINATION:** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and The Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

17. PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS

17.1 Contractor will provide representation that it has conducted the following background checks on its officers and managers dealing with or on the campus:

17.1.1 Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students;

17.1.2 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 University;

17.1.3 Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

17.1.4 Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

18. 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.

19. 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, sexual orientation or gender identity.

20. 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.

21. INTENTIONALLY OMITTED

22. OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY – Unless otherwise expressly provided in a Statement of Work all patents, copyrights, trademarks, service

marks, trade dress, software, processes, materials, inventions, designs, code and works of authorship, including derivatives therefrom or thereof, (“**IP**”) now owned by RNL and all IP, other than and excluding the Client Intellectual Property (defined below), resulting or arising from Services rendered under this Agreement, including all derivatives therefrom or thereof, (collectively the “**RNL Intellectual Property**”) shall be and remain the sole and exclusive property of RNL. “**Client Intellectual Property**” means any IP now owned by Client or subsequently created or acquired by Client in a manner unrelated to this Agreement. “**Work Product**” means any IP created by RNL solely and exclusively for Client in the performance of this Agreement for the sole and exclusive, non-commercial, non-profit use by Client for its own direct benefit in connection with this Agreement. Unless otherwise expressly provided in a Statement of Work, RNL grants to Client a perpetual, royalty-free, non-exclusive, worldwide license to the Work Product, but not derivatives thereof nor of any RNL Intellectual Property, for Client’s, and Client’s affiliate’s, sole and exclusive, non-commercial, non-profit use of the Work Product for their own benefit (and not for the benefit of other non-affiliated third-parties). The parties acknowledge that RNL is willing to use the RNL Intellectual Property for the benefit of Client, but does not by this Agreement, forfeit or lose any right, title or control to, over or in any RNL Intellectual Property or derivatives thereof. Except for the limited license granted above, RNL does not and will not provide its services on a “work for hire” or “work made for hire” basis in connection with this Agreement, and Client acknowledges the same. Client represents and warrants that it will not reproduce, disclose or use RNL Intellectual Property for any purpose, or in any manner, other than as provided in this Agreement or authorized in writing in advance by RNL. RNL represents and warrants that it will not reproduce, disclose or use Client Intellectual Property for any purpose, or in any manner, other than in the performance of this Agreement or as provided in this Agreement or as authorized in writing in advance by Client. Notwithstanding anything to the contrary in this agreement, the Client retains ownership in all Client Intellectual Property, information and data provided to RNL by Client.

23. **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.
24. **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.
25. **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. RNL’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 without the prior written consent of the University. 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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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**") 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, 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.
33. **LIMITATIONS** – In no event shall either party be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this Agreement. RNL's liability for any alleged or actual breach of, or claims arising from or related to, this Agreement, or Services to be rendered hereunder, shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by RNL, then such liability or claim shall be limited

to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by RNL, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by Client to RNL hereunder; provided, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by RNL. Client's liability for any alleged or actual breach of, or claims arising from or related to, this Agreement, other than and excluding claims for payment or reimbursement for or related to Services actually rendered hereunder, shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by Client, then such liability or claim shall be limited to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by Client, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by Client to RNL hereunder; provided, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by Client. In no event shall RNL (a) be responsible for collection of any funds or pledges (as distinguished from gifts made by payment card) other than any reminder activity included as part of the Services, if any; (b) be responsible for collection of any gifts, other than (I) those gifts made by payment card as discussed above, and (II) any reminder or confirmation activity included as part of the Services, if any; or (c) have or assume any responsibility, custody or control over any Client funds. Notwithstanding the foregoing, in the event any funds are delivered to RNL in error, then such fund will be promptly forwarded to Client.

34. 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.
35. **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. No non-conforming terms of University's purchase order, Statement of Work, request for proposal, bid request or other documentation shall control over the terms and conditions of this Agreement and all such documents are hereby amended and superseded.
36. **VENUE, GOVERNING LAW** – Travis 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. Nothing in this Agreement or any attachments hereto shall be construed as a waiver of the constitutional, statutory, or common-law rights, privileges, immunities or defenses of the parties.

37. **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
38. **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.
39. **BINDING EFFECT** – Subject to the reservations stated in paragraph 35, this Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
40. **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.
41. **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 years after Final Payment under this Agreement. Contractor agrees to refund to University within thirty days of being notified by University of any overpayments disclosed by any audits.
42. **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: Texas State University
Office of Procurement and Strategic Sourcing
Attn: Director of Procurement and Strategic Sourcing
601 University Drive
San Marcos, Texas 78666

Phone: 512-245-2521
Email: contracts@txstate.edu

with copy to: Texas State University
Office of University Advancement
Attn: Dan Perry, Assistant Vice President, University Advancement
601 University Drive
San Marcos, Texas 78666
Phone: 512-245-4440
Email: dperry@txstate.edu

with copy to: Texas State University
Office of Undergraduate Admission
Attn: Stephanie Anderson, Assistant Vice President for Enrollment Management and
Director of Undergraduate Admissions
601 University Drive
San Marcos, Texas 78666
Phone: 512-245-8100
Email: sanderson@txstate.edu

If to Contractor: Ruffalo Noel Levitz
Attention: Mary Noel, Director, Revenue
1025 Kirkwood Pkwy SW
Cedar Rapids, IA 52404
Phone: 800-876-7457
Email: proposal.team@RuffNL.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

43. **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.
44. **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.
45. **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>. The Texas State University System Rules and Regulations, Chapter VIII, and applicable state ethics laws and rules, including Senate Bill 20 (84th Texas Legislature, 2015). 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.
46. **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.

47. 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:*

47.1 Contractor’s claim for breach of Contract 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:

47.1.1 Contractor shall submit written notice, as required by subchapter B, to University’s representative.

47.1.2 This notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.

47.1.3 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.

47.1.4 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.

47.2 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.

47.3 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 Contract by University nor any other conduct of any representative of University relating to Contract shall be considered a waiver of its defenses, privileges, immunities including its sovereign immunity to suit.

47.4 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.

47.5 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.

47.6 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.

48. 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.

49. INTENTIONALLY OMMITED

50. **NOTICES TO CAMPUS** – At no time shall the Contractor send notices, by email or other methods, to campus staff, other than direct correspondence related to specific projects, without the express written approval from the Office of Procurement and Strategic Sourcing.
51. **PARKING** – Effective August 16, 2014 there will be no free parking on any Texas State University campus. All visitors must either pay for a parking permit as outlined below, or park in one of the pay parking garages. The pay parking garages are:

Edward Gary Parking Garage located at 405 N. Edward Gary Street
LBJ Student Center Garage located at 704 Gaillardia Street

Construction related vehicles may be able to park inside the fenced staging areas, even though that space is not intended for parking use, but area will be limited to one to four spaces and be set aside for the Job Superintendent and other essential personnel. The Job Superintendent will provide the authorization for utilizing this space. A dashboard permit will be provided to vehicles that are approved to park inside the staging fence at no charge. This permit must be displayed at all times when parking inside the staging fence.

Vendors with marked vehicles who provide short-term business on campus such as the delivery of food, flowers, newspapers, etc... may park in university surface lots or in loading zones for no longer than 15 minutes with emergency flashers.

All other personnel must purchase perimeter permits, will park in lot P/AZ 10W (Bobcat Stadium West) and be transported to the work-site.

Permits must be displayed in all vehicles to legally park on campus.

Vehicles illegally parked on campus or do not have a visible permit may be subject to ticketing, immobilization (booting), and towing at the vehicle owner's expense.

The parking map may be viewed at <http://www.parking.txstate.edu/campus-map.html>

Information regarding parking and fees may be viewed at <http://www.parking.txstate.edu/>.

52. In accordance with Texas Education Code Section 51.9335 (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 Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:
- 52.1 Whether the provision appears on the face of the Agreement or Contract; or
 - 52.2 Whether the Agreement or Contract includes any provision to the contrary.
53. **Ethics Provision:** Ruffalo Noel Levitz, LLC acknowledges that the Texas Government Code, Section 2261.251(a) and 2261.252 require an initial determination in this higher education contract that no Texas State University System Regent, the Chancellor, Vice Chancellor and General Counsel, the University President or Director of Procurement has a 1% interest (or other interest prohibited by law) in Ruffalo Noel Levitz, LLC or any affiliated company. The Parties also assert that this Agreement complies with Texas Government Code, Section 2252.908 which requires a business entity to submit a Disclosure of Interested Parties (Disclosure), as prescribed by the Texas Ethics Commission, to the government entity (University) at the time the signed contract (or amendment) is submitted. Within 30 days after the Disclosure is filed, the University will file a copy of the Disclosure with the Texas Ethics Commission.

54. Covered Information Security

A. RNL acknowledges that it may obtain Covered Information (defined below) during the performance of the Agreement. “**Covered Information**” shall mean any personally identifiable financial information that is not publicly available, including but not limited to, social security numbers, credit information and payment card information such as account and card numbers, verification numbers, and expiration dates, whether in paper, electronic or other form, that is obtained, handled, accessed or maintained by RNL on behalf of Client, or exchanged between Client and RNL, in the performance of this Agreement.

B. Both parties will implement and maintain a data security plan to protect Covered Information in accordance with the then current Payment Card Industry Data Security Standard (“**PCIDSS**”), including Quarterly Network Scans.

- (i) The parties agree that when a party is processing, storing, caching and initiating or engaging in transmission of Covered Information on such party’s network, or servers located on such party’s network, that party is responsible for maintaining compliance with the PCIDSS and other pertinent statutes and regulations applicable to Covered Information.
- (ii) The parties agree further that to the extent that a party’s employees, contractors and agents are handling or processing Covered Information in any form, that party is responsible for maintaining compliance with the PCIDSS and other pertinent statutes and regulations applicable to such Covered Information.
- (iii) RNL shall provide Client with information concerning such safeguards implemented and maintained to protect Covered Information as Client may reasonably request.
- (iv) The parties agree further that neither party shall have any obligations or responsibility regarding or related to the other party’s facilities, network, servers or equipment, or the management of any of them.
- (v) RNL intends to make information available to Client by granting Client, and individuals designated by Client, with password restricted access to a RNL SFTP server and in the event any individual with such access ceases to be under the direction and control of Client then Client will notify RNL in writing of such event and RNL may require a modification in the password for such access.
- (vi) The parties agree to implement the following network and data security practices in connection with this Agreement:
 - a) **Basic Security Actions:** Each party will install and maintain a security device, firewall, controls or rules, that isolates, regulates and controls all of such party’s facilities, network, servers and equipment used in connection with the Services ability to access, utilize or connect to or through the Internet. Each party will install and maintain anti-virus software on such party’s servers and workstations used in connection with the Services. Each party will require either (1) require strong passwords to log on to any computer or server used in connection with the Services, or (2) tightly restrict the physical and network access any computer or server used in connection with the Services to only certain selected and clearly defined networks, servers and services. Strong passwords have a mix of letters and numbers or symbols. Each party will control access to the Internet from those specific servers, workstations and ports that are necessary for use in connection with the Services as necessary to conduct business, by installing and maintaining the firewall as provided above.
 - b) **Access Regulation:** To the extent a party has access to any call center workstations

used to provide any Services, such party will not use, nor allow such call center workstations, to access any Internet location or site other than Client's approved payment processing site.

c) Databases: Neither party will store Payment Card Information in a database created and maintained exclusively through any RNL software.

C. In the event of a suspected or confirmed security breach involving Covered Information, both parties shall, to the maximum extent possible, take immediate action to limit the breach and shall immediately notify the other and any relevant financial institutions and payment card companies. Both parties shall, at its own cost, provide any relevant payment card company and the associated financial institution and their respective designees access to its facilities and all pertinent records to conduct a review of RNL's compliance with the PCIDSS requirements. Each of the parties agrees that it will fully cooperate with any reviews of its facilities and records provided for in this paragraph.

D. In the event either party fails to meet the obligations of this Section 15, then the party failing to meet such obligations hereby affirmatively waives all claims and rights it might otherwise have or assert against the other party to the extent such claims relate in any way to such failure.

E. For any Services requiring the direct receipt of Covered Information from third-parties by RNL, Client will allow RNL to make use of an Online Giving Interface ("OGI") for, and in connection with, such Services. Client may, at its election, make Client's OGI available, or may implement an OGI from a list of vendors who provide such an interface that can be used with RNL's current software, which list will be provided upon request. Client acknowledges that RNL's recommended system design does not include storage of credit card information on any RNL server.

F. RNL will provide Client a copy of Attestation of compliance annually.

G. RNL will not utilize the University wireless infrastructure to transmit cardholder related data to services provided.

55. Changes in any Statement of Work or Change Orders must be presented to the Chancellor for his review and approval and will not exceed his authority.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

Statement of Work #1
Statement of Work #1 – Consultation Services
Statement of Work #2 – Solicitation Services

Signatures on following page

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

RUFFALO NOEL LEVITZ, LLC

Name

Date

Title

Name

Date

Title

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President Denise M. Trauth, Ph.D.
Texas State University

Date

Chancellor Brian McCall, Ph.D.
The Texas State University System

Date

Approved as to legal form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on August 18, 2017 at Sul Ross State University, Alpine, TX.

The Honorable Rossanna Salazar
Chairman of the Board

Date

Statement of Work #1

Texas State University

This Statement of Work ("SOW") describes services (collectively "Services") to be provided by Ruffalo Noel Levitz, LLC ("RNL") f/k/a RuffaloCODY LLC, to Texas State University (hereafter referred to as "Client" or "University," and together with RNL referred to as the "Parties"). The following provisions are incorporated into and made a part of the Services Agreement ("Agreement") between RNL and Client dated September 1, 2017 for reference purposes and the Agreement is incorporated into and made a part of this SOW. Any terms or phrases undefined in this SOW shall have the meaning given them in the Agreement. In the event of any conflict or ambiguity between this SOW and the Agreement, the Agreement shall govern and control.

1. Client Primary Contact for SOW:

Melisse Shepherd
Assistant Director, Contract Compliance Procurement and Strategic Sourcing
Texas State University
601 University Drive
San Marcos, TX 78666-4615
mfs46@txstate.edu
512-245-2521
512-245-2393 (fax)

2. Term of Services:

- A. Subject to the provisions of Section 2 of the Agreement, this SOW will begin on September 1, 2017 (the "Service Effective Date").
- B. This SOW will end on August 31, 2022 unless a different termination date is established pursuant to the Agreement.

3. Services to be Provided ("Services"):

- A. Five years of Enhanced Search Strategies to annually include:
 - I. Program Overview:
 - a. List purchase management; and
 - b. Up to three (3) program launches.
 - II. Modeling:
 - a. Predictive analytics applied to five (5) market specific segments; and
 - b. RNL Affordability Predictor Model and scoring.
 - III. Campaign:
 - a. Nine (9) outreach emails in one (1) design template per creative segment;
 - b. Four (4) creative segments, including dynamic content messaging on affordability based on RNL Affordability Predictor score;

- c. Direct mail included in this campaign:
 - i. Up to 50,000 self-mailers:
 - i1. One (1) version of direct mail text;
 - i2. Data entry for direct mail search responders;
 - i3. Flat size 10x16.875 on 80# white matte cover stock;
 - i4. Four panels folded to 4.375x10 with "L" perforation for 4x6 reply card;
 - i5. Laser personalized on one side with address and reply card information populated;
 - i6. Printed 4/c process front and back with bleeds;
 - i7. Printed indicia; spot glue closure; and
 - i8. All recipients have the option to respond via text message.
 - ii. All direct mail will be sent as records are purchased and volumes allow.
 - d. All search responders will receive an immediate e-mail fulfillment in one (1) design template; and
 - e. PLUS program of four (4) additional fulfillment emails sent to responders and select non-responders.
- IV. Reporting and Data Management:
 - a. Data file deliverables as part of this program include creation of a standard export to access responders, and a final "non-responder" file in the standard export format. Copies of original search vendor files provided as either raw data with no modifications, or post data processing, a cleansed file in the standard export layout;
 - b. Campaign results are provided via a standard file layout on-demand throughout the campaign. The dash board access to program results is available for 60 days after program completion. Campaign progress reporting is available on-demand throughout the campaign via the online CRM platform; and
 - c. A final report and final conversion report are provided (conversion report is dependent upon Client sending a file that will be specified after the completion of the program).
- V. Creative Process and Consulting:
 - a. The creative process is managed in two (2) revision cycles; and
 - b. RNL will provide a review of final reports and be available to Client throughout the campaign.
- B. Five years of Comprehensive Inquiry Management to annually include:
 - I. Modeling:
 - a. Forecast*Plus* for Student Recruitment™ Inquiry to Enrollment Model:
 - i. Consulting to assist client in collecting historical data necessary to build model;
 - ii. Consulting to support development of follow-up strategies with your management team; and
 - iii. Unlimited access to web scoring and reporting using the web portal.
 - II. Reporting and Data Management:
 - a. Campaign results are provided via a standard file layout on-demand throughout the campaign. The dash board access to program results is available for 60 days after program completion. Campaign progress reporting is available on-demand throughout the campaign via the online CRM platform; and
 - b. A final report and final conversion report are provided (conversion report is dependent upon Client sending a file that will be specified after the completion of the program).

- III. Creative Process and Consulting:
 - a. The creative process is managed in two (2) revision cycles; and
 - b. RNL will provide a review of final reports and be available to Client throughout the campaign.
- C. Five years of Targeted Application Generation to annually include:
 - I. Program Components:
 - a. List purchase management;
 - b. The campaign will include up to three (3) email launches; and
 - c. Senior search purchase management.
 - II. Modeling:
 - a. Use of existing search model.
 - III. E-Campaign:
 - a. Email campaign for all records with valid email address;
 - b. Nine (9) outreach emails;
 - c. There will be two (2) creative segments; and
 - d. Emails will have one (1) design template for outreach emails.
 - IV. Direct Mail Campaign:
 - a. Post Card- up to 22,000 students:
 - i. Series of 3 separate postcards;
 - ii. 6x9 post card on 100# white gloss cover stock;
 - iii. Laser personalized on one side;
 - iv. Printed 4/c process front and back with bleeds;
 - v. Printed indicia; and
 - vi. Sort and mail.
 - V. Data Management and Reporting:
 - a. Applicant suppression will occur prior to campaign launch and weekly throughout campaign duration;
 - b. The dashboard access to program results is available for 60 days after the program completion unless the e-application is the clients year round application;
 - c. Campaign results are provided via a standard file layout on-demand throughout the campaign. The dashboard access to program results is available for 60 days after program completion;
 - d. Campaign progress reporting is available on-demand throughout the campaign via the online CRM platform; and
 - e. A final report and final conversion report are provided (conversion report is dependent upon Client sending a file that will be specified after the completion of the program).
 - VI. Creative Process and Consulting:
 - a. The creative process is managed in two (2) revision cycles; and
 - b. RNL will provide a review of final reports and be available to Client throughout the delivery of the Services.

- D. Five years of Total Telecounseling (T2) for up to 4,300 hours of calling or approximately 50,000 completed calls, to annually include:
- I. Operations Management:
 - a. Project manager assigned who manages day-to-day operations and is Client primary contact;
 - i. Creates project timeline;
 - ii. Develops scripts; and
 - iii. Manages other RNL team members.
 - b. Writer assigned creates all of the following written materials:
 - i. Personalized training manual; and
 - ii. All relevant email communications.
 - c. Data services operator assigned manages flow of all data exchange between Client and Ruffalo Noel Levitz, including:
 - i. Phone research;
 - ii. Set-up secure web portal to exchange data;
 - iii. Downloads database and formats for specific campaigns; and
 - iv. Uploads all daily, weekly and final data files for your access.
 - d. Calling Center Manager manages the calling team throughout calling program, including:
 - i. Hiring and training of student callers;
 - ii. Preparing nightly logs;
 - iii. Ensuring callers are reaching benchmark goals;
 - iv. Reports daily to project manager and Client;
 - v. Calling Team of trained student callers assigned to your project;
 - vi. Have completed a comprehensive training program; and
 - vii. Complete additional training for each specific type of call.
 - e. VoIP- Voice Over Internet Protocol
 - II. Reporting:
 - a. Research and Report Analyst will provide comprehensive reports;
 - b. Final report overview provided approximately three weeks after each phase is completed; and
 - c. Conversion analysis once recruitment cycle is completed to evaluate the effectiveness of the recruitment and the T2 program.
 - III. Consulting and Training:
 - a. RNL Enrollment Marketing Services delivery consultant will complete the following with our team;
 - i. Develop follow-up strategies with management team; and
 - ii. Training staff regarding all T2 calling campaigns.
- E. RNL will make up to three (3) campus visits in support of enrollment marketing services contracted programs annually.

4. Fees:

- A. Payment for Services outlined in this SOW will total \$2,566,375 (two million, five hundred, sixty-six thousand, three hundred seventy five dollars). The fees do not include postage nor list purchases. RNL will invoice Client for postage separately in advance.
- B. The fee per Service years is:
 - I. Year One- \$496,692
 - II. Year Two - \$502,395
 - III. Year Three- \$512,280
 - IV. Year Four- \$522,362
 - V. Year Five- \$532,646
- C. The Pricing, Rates, and Fees described for Services are based upon, and conditioned upon, the following assumptions:
 - I. This search purchases are based on up to 244,000 senior, junior, and sophomore search records;
 - II. Direct mail cost is based on production and printing of up to 50,000 mailing pieces for search and 22,000 mailing pieces in the application management campaign;
 - III. Direct mail cost is based on current paper prices and is subject to change;
 - IV. E-mail campaigns require a minimum record count of five thousand (5,000); and
 - V. Creative or Information Services work is limited to what is described in the Statement of Work.
- D. Additional services (the "Additional Services") related to the Services that are set forth in this SOW may be purchased at the pricing, rates, and fees described below when requested in writing by Client during the Term of Services of this SOW.
 - I. Each additional postcard will be billed separately at \$400/1,000;
 - II. Each additional self-mailer will be billed separately at \$500/1,000;
 - III. Each additional campaign launch for search or application management will be billed at \$4,000;
 - IV. Additional calling can be added in increments of 100 hours (approx. 1,000 records) for \$7,500/100 hours;
 - V. Creative Services work beyond the scope of this contract at an hourly rate of \$300/hour and based on availability and the request; and
 - VI. Campaign set-up, reporting or data retrieval work beyond the scope of this contract at an hourly rate of \$600/hour and based on availability and the request.

5. Terms of Payment

- A. The payment schedule for the Services is distributed as follows. Postage will be invoiced at least thirty (30) days in advance.

<u>Payment due date</u>	<u>Amount</u>
October 1, 2017	\$248,346
December 1, 2017	\$124,173
February 1, 2018	\$124,173
TOTAL	\$496,692

<u>Payment due date</u>	<u>Amount</u>
October 1, 2018	\$251,197
December 1, 2018	\$125,599
February 1, 2019	\$125,599
TOTAL	\$502,395

<u>Payment due date</u>	<u>Amount</u>
October 1, 2019	\$256,140
December 1, 2019	\$128,070
February 1, 2020	\$128,070
TOTAL	\$512,280

<u>Payment due date</u>	<u>Amount</u>
October 1, 2020	\$261,181
December 1, 2020	\$130,591
February 1, 2021	\$130,590
TOTAL	\$522,362

<u>Payment due date</u>	<u>Amount</u>
October 1, 2021	\$266,323
December 1, 2021	\$133,162
February 1, 2022	\$133,161
TOTAL	\$532,646

6. Invoices:

- A. Invoices shall be sent to the primary contact as detailed in section 1 above.
- B. Client finance administrative contact: (Responsible for payment decisions e.g. CFO, VP of Finance, Controller, etc.)

Name: Accounts Payable

Phone: 512-245-42777

Email: payables@txstate.edu

C. Client contact for tracking and making vendor payments (e.g. A/P Clerk, Payables Administrator, etc.)

Name: Natalie Davis

Phone: 512-245-4420

Email: ND11@txstate.edu

7. Payment:

- A. Checks should be made payable to Ruffalo Noel Levitz and mailed to:
Ruffalo Noel Levitz
Attention: Controller
P.O. Box 718
Des Moines, IA 50303-0718

8. Client Agrees:

- A. To pay for postage in advance.
- B. To provide data necessary to implement the Services in a timely manner.
- C. That it is responsible for name and name list purchase and acquisition.

9. Other Provisions

- A. Specific Representations and Warranties. Client further represents and warrants that: (i) it will not access or otherwise use third-party mailing lists or otherwise prepare or distribute unsolicited email, in connection with the Services; (ii) it will only import, access, or otherwise use lists for which all listed parties have consented to receive correspondence from Client in connection with Client's use of the Services; (iii) it is the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act) of any email message sent on Client's behalf; (iv) the "from" line of any email message sent by Client using the Services will accurately and in a non-deceptive manner identify Client's organization, Client's product, or Client's service; (v) that the "subject" line of any email message sent by Client using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message; (vi) it will include in any email message sent by Client using the Services, Client's valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service; (vii) it will adopt and maintain an appropriate privacy policy to which Client's customers will have reasonable access; and (viii) Client has 'express consent' from all parties to be called at the numbers provided by Client. Client is solely responsible for any and all downtime, and the related impact on results, arising from any equipment which does not meet the requirements of this SOW.
- B. As part of its modeling Services, RNL may use and provide additional data (the "Additional Data") to augment Client's data during the building of the historical models and the ranking of the Cliental database if such Additional Data proves to be predictive. The Client agrees that Additional Data, provided by RNL, is confidential and may be only used within the United States and at Client's facilities in the United States in accordance with the following:

- I. At the Zip +4 level in the Client's direct marketing recruiting campaigns conducted in the United States;
- II. Client may not sell or otherwise provide the Table and Models to any third party. Notwithstanding the foregoing, Client may provide the Table and Models to its third party contractors performing services on behalf of Client (at such third party contractors' facilities within the United States for use only within the United States); provided that prior to delivery of such Table and Models to such third party contractors, Client shall have obtained third party contractors' written agreement to:
 - a. Hold the Table and Models in strict confidence;
 - b. Use the Table and Models only in connection with such third party contractors' performance of services on behalf of Client as permitted herein;
 - c. Not translate the Products contained in the Table into another format or language, or decompile or reverse engineer the Products within the Table, and
 - d. Not sell, rent, or otherwise provide the Table and Models or any portion thereof to any third party.
- III. Client may not use the Table and Models as a factor in establishing an individual's creditworthiness or eligibility for:
 - a. Credit or insurance; or
 - b. Employment.
- IV. All marketing communications shall:
 - a. Be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation;
 - b. Comply with all applicable federal and state laws, rules, and regulations; and
 - c. Comply with all applicable privacy policies, ethical use, and Fair Information Practices published by the Direct Marketing Association.
- V. Client shall not use any Table and Models to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, illegal drug products or services, pornographic materials, weapons, or involving credit repair services;
- VI. Upon expiration or termination of this Agreement, Client shall not be entitled to receive any additional Tables or Models from RNL, but may retain its then current copy of the Table and Models for Client's internal archival and/or historical purposes; provided, that in no event may Client use the Table and Models for any other purposes whatsoever. Further, Client shall maintain the Table and Models as confidential information subject to the terms and conditions of this Agreement, the relevant portions of which shall continue to survive, and shall govern Client's obligations with respect to such limited use of the Table and Models; and
- VII. The Additional Data is currently provided to RNL by a third-party vendor pursuant to a license agreement (the "Third Party Data License Agreement"). RNL does not make any guarantees or warranties, nor accepts any responsibility, regarding the accuracy or completeness of the Additional Data. In addition, RNL cannot assure Client that any or all of the Additional Data will continue to be available to RNL pursuant to the Third Party Data License Agreement.
- VIII. Client 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. RNL is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

- C. The Parties agree that this SOW may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

- D. All pricing is subject to adjustment based on any increase in any applicable minimum wage law, regulation, or policy, including without limitation: federal, state, provincial, and local laws as well as Client policies or procedures applicable to wages (individually a "**Required Wage Increase**"). In the event of a Required Wage Increase, RNL may increase all pricing and fees based in any manner on wages, by an amount equal to the Required Wage Increase plus the reasonably estimated taxes imposed on such Required Wage Increase, in its discretion, and such increase shall be added to the total price as additional fees to be paid by Client. RNL will provide written notice ninety (90) days prior to any increase.

Signatures on following page

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

RUFFALO NOEL LEVITZ, LLC

Name

Date

Title

Name

Date

Title

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President Denise M. Trauth, Ph.D.
Texas State University

Date

Chancellor Brian McCall, Ph.D.
The Texas State University System

Date

Approved as to legal form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on August 18, 2017 at Sul Ross State University, Alpine, TX.

The Honorable Rossanna Salazar
Chairman of the Board

Date

Statement of Work Agreement #1- Consultation Services

1 OVERVIEW

This Statement of Work Agreement (“**SOW-CS**”) describes services to be provided by Ruffalo Noel Levitz, LLC, a Delaware limited liability company, formerly known as RuffaloCODY, LLC (referred to as “**RNL**” or previously as “**RuffaloCODY**”), to Texas State University (hereafter referred to as “**Client**,” “**College**,” or “**University**,” and together with RNL referred to as the “**Parties**”) and is made pursuant to the Master Services Agreement (“**MSA**”) between the Parties dated September 1, 2017. Any terms or phrases undefined in this Statement of Work shall have the meaning given them in the MSA. In the event of any conflict or ambiguity between this SOW and the MSA, the MSA shall govern and control. This SOW-CS shall have an estimated start date of September 1, 2017, and shall expire on August 31, 2022.

2 CLIENT INFORMATION

A. Client primary contact for SOW:

Melisse Shepherd
Assistant Director, Contract Compliance Procurement and Strategic Sourcing
Texas State University
601 University Drive
San Marcos, TX 78666-4615
mfs46@txstate.edu
512-245-2521
512-245-2393 (fax)

B. Invoices shall be sent to the following address:

Accounts Payable
Texas State University
PO Box 747
San Marcos, TX 78667-0747
Payables@txstate.edu
512-245-2777
512-245-9161 (fax)

Client may revise the above contact information at any time upon written notice to RNL.

3 CONSULTATION SERVICES

- A. RNL will provide consulting, application, subscription, program and other services to Client as described in this SOW-CS (the “**Services**”), which Services do not include solicitation of contributions. Any capitalized terms not otherwise defined in this SOW-CS shall have the meaning given them in Appendix 1, if any. If capitalized terms are not defined in Appendix 1, they shall have the meaning given to them in the MSA. Any additional non-solicitation products or services will require a Change Order (“**CO**”) to this SOW-CS and any services involving the solicitation of contributions will require a separate statement of work agreement. RNL’s current standard CO form is included in Appendix 2.
- B. Consultation Services will follow the Program Timeline. Calling will not begin until a Program Timeline is mutually agreed upon in writing, based on the RNL General Program Timeline described on Appendix 3.
- C. Subscription Services if any quantity is shown on the table in Section 4, and are further described on Schedule

1, if any, are subject to and governed by the Standard Application Service Provider Terms and Conditions found in Appendix 8 of this SOW-CS.

- D. For purposes of this SOW-CS, RNL standard terms and variations thereof (plural, singular, gender specific, etc.), are included in Appendix 1 to the SOW-CS.

4 PROGRAM SERVICES (INCLUDED IN PROGRAM FEE)

RNL will deliver the services listed below as Program Inclusions for each Program Period (identified below) purchased by Client (“Program Services”):

Number of Program Periods Purchased:	1
Program Inclusions	Quantity Per Program Period
Data Enrichment	
National Change of Address (NCOA)	Up to 250,000 records
Landline Phone Append	Up to 250,000 records
Wireless ID	Up to 250,000 records
Cellular Phone Append	Up to 40,000 records
Email Address Verification	Up to 0 records
Employer Append	Up to 0 records
Automatch	Up to 0 records
Data Management	
Segments	25
Loads	18
Reminder Drops	21
Demographic Refreshes	0
Direct Marketing (includes Creative Services and Production, not Postage, and not a “work made for hire”)	
Standard Scripts (up to 2 Revisions per scripts)	20
Caller Training Placemat (up to 2 Revisions per placemat)	15
Warming Emails Versions (up to 2 Revisions per email)	0
Next Day Email Versions (up to 2 Revisions per email)	12
Reminder Emails Versions (up to 2 Revisions per email)	10
Thank You Email Versions (up to 2 Revisions per email)	0
Solicitation Letter Versions (up to 2 Revisions per letter)	0
Pre-Call Postcard Versions (up to 2 Revisions per postcard)	0
Next Day Pledge Cards Versions (up to 2 Revisions per card)	8
Reminder Letters Versions (up to 2 Revisions per letter)	14
Monthly Postcards Versions (up to 2 Revisions per postcard)	0
Non-Contact Direct Mail Versions (Up to 2 Revisions per direct mail)	0
Quarterly Thank You Call Scripts (up to 2 Revisions per script)	0
Program Support and Consulting	
Program Center Manager (including travel)	On site for up to 52 weeks
Consulting Services and Program Center Management	Estimated 550 hours
Reporting	RNL Standard Reports
Site Visits	Up to 5

RNL 360 0

Equipment

Call Station Equipment (Includes Call Server, PC, Headset, Network HW/SW) for this number of Phonathon Stations:	22
CAMPUSCALL® Software Licenses and other Call Server software (Includes CAMPUSCALL, HEP, and OGI)	22
RNL Equipment	0
VoIP	1

5 ADDITIONAL SERVICES (INTENTIONALLY OMITTED)

6 PRICING & FEES

- A. Client will pay RNL a Program Consulting Fee of \$976,014 for the Services (the “**Program Fee**”).
- B. No services are required to be rendered or provided beyond the scope of services described in this SOW-CS, including additional Revisions to materials, without a CO or separate Statement of Work Agreement.
- C. All Program Services purchased must be consumed within each stated Program Period. Any Program Services and Additional Services not consumed within the stated Program Period will be forfeited by Client.
- D. All pricing is subject to adjustment based on any increase in any applicable minimum wage law, regulation, or policy, including without limitation: federal, state, provincial, and local laws as well as Client policies or procedures applicable to wages (individually a “**Required Wage Increase**”). In the event of a Required Wage Increase, RNL may increase all pricing and fees based in any manner on wages, by an amount equal to the Required Wage Increase plus the reasonably estimated taxes imposed on such Required Wage Increase, in its discretion, and such increase shall be added to the total price as additional fees to be paid by Client. RNL will provide written notice ninety (90) days prior to any increase.
- E. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided. University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

7 PAYMENT TERMS

- A. For Program Fee and Additional Services Fee:

Upon contract execution, initial invoice due in 30 days. Payment schedule included below.

Payment Due Date	Program and Additional Products
FY18:	
30 days after contract execution	\$93,339
November 1, 2017	\$46,669
January 1, 2018	\$46,669

Total Program Period 1	\$186,677
FY19:	
September 1, 2018	\$90,780
November 1, 2018	\$45,390
January 1, 2019	\$45,390
Total Program Period 2	\$181,560
FY20:	
September 1, 2019	\$92,514
November 1, 2019	\$46,257
January 1, 2020	\$46,257
Total Program Period 3	\$185,028
FY21:	
September 1, 2020	\$94,283
November 1, 2020	\$47,141
January 1, 2021	\$47,141
Total Program Period 3	\$188,565
FY22:	
September 1, 2021	\$96,087
November 1, 2021	\$48,043
January 1, 2022	\$48,043
Total Program Period 3	\$192,173

- B. If Client cancels this SOW-CS, Client will pay RNL a prorated portion of the outstanding program fees corresponding to services delivered.

8 EQUIPMENT

- A. RNL Phonathon Equipment Specifications, and equipment definitions, are set forth in Appendix 4.
- B. The Call Center must include a minimum of 22 Phonathon Stations and all Call Center Equipment for such stations as described in Appendix 4 and Appendix 5.
- C. All Call Center Equipment must be covered by a maintenance/service plan. Equipment purchased through RNL includes maintenance and service through the expiration of this SOW-CS.
- D. RNL will provide the RNL Equipment, as described in Appendix 4, as part of the Program. The RNL Equipment is owned and maintained by RNL and must be returned upon SOW-CS expiration, unless a renewal SOW-CS is agreed upon.

9 CLIENT RESPONSIBILITIES

- A. The provision and delivery of Consultation Services is conditioned upon Client providing all of the following (the “Client Deliverables”):

- i. A file with up to 200,000 callable Prospect Records (the “**Prospect Records File**”). If Client provides records in excess of the maximum, the Client will have the option to either (1) incur an additional fee as determined by RNL corresponding to the applicable record count received, or (2) reduce and resend records within the program parameters purchased.
- ii. Timely coordination of all Information Services, Creative Services, and Email Services with RNL. Failure to maintain such coordination will require that adjustments to the Program Timeline be made.
- iii. A dedicated Call Center with 22 Phonathon Stations, each equipped as provided in Section 8, meeting the requirements of this SOW-CS, including, without limitation, the RNL Phonathon Equipment Specifications described on Appendix 4, available from 1:00 p.m. – 11:30 p.m. each Monday through Thursday evening and from 11:00 a.m. – 11:30 p.m. on Sundays. In the event RNL recommends any Friday and/or Saturday sessions in connection with the Consultation Services, Client will provide the same dedicated, secure space on those days.
- iv. A secure, locked room or cabinet(s) located within or near the Call Center for storage of hardware, headsets, and dialers, including without limitation the Call Server.
- v. For the server, in a secure location, an Internet connection (with permanent, public internet address) located within or near the Call Center.
- vi. If Client is using OGI services included in the Program Fee, then Client will supply an Online Giving Page outside of CAMPUSCALL.
- vii. All call center furniture and Phonathon Stations for the stated number of Call Center Equipment (desks, chairs, etc.).
- viii. Each Caller must be provided with a Phonathon Station, a chair, and equipped as provided above.
- ix. Wiring in walls, electrical outlets, and approved VoIP telephone lines for each Phonathon Station; surge protectors for each station.
- x. Access to a conference room or classroom for training classes.
- xi. Office for the PCM.
- xii. Caller ID information about Client to be pushed out as caller ID with outbound calls.
- xiii. Parking near the Call Center for the Program Center Manager, at no cost to RNL or the Program Center Manager.
- xiv. Copier and fax service in or very near the Call Center.
- xv. Access to Client network printer, if required by RNL.
- xvi. Except to the extent otherwise expressly provided in this SOW-CS, or waived in writing by RNL, Client shall deliver Client Materials to an RNL provided SFTP server and the Prospect Records File must be received by the deadline established in the Program Timeline. In the event the Prospect Record File is not received by the deadline so established, then:
 - a. Client will pay a \$2,500 fee; and
 - b. RNL cannot and will not guarantee any subsequent dates in the Program Timeline.
- xvii. Security, janitorial services, electricity, heating/cooling, water/sewer, and all other occupancy expenses for the Call Center.

10 NETWORK RESPONSIBILITIES

- A. Client agrees that the “**Ruffalo Noel Levitz Recommended Call Center Network Configuration**” described on Appendix 5 to this SOW-CS (“**RNL Configuration Diagram**”) will be installed, implemented, and utilized at the Call Center.
- B. Client is responsible for and will provide the network features and elements between the “**Call Center Firewall**” and RNL as shown and described on the RNL Configuration Diagram (either directly or by a third-party vendor selected, retained, and managed by Client).
- C. RNL is responsible for the networking, cabling, management, and operation of the equipment within the “**Switch Closet**” and “**Server Room/RNL Provided Cabinet,**” as well as Stations within the Call Center as shown on the RNL Configuration Diagram (the “**RNL Networking**”).
- D. RNL will implement a secure VPN connection from the Call Center to RNL.
- E. RNL will configure the RNL Networking. In addition, so long as Client utilizes a payment card processing vendor approved by RNL, RNL will configure OGI Setup at the Call Center in accordance with the RNL Configuration Diagram to securely connect the Phonathon Stations (identified on the RNL Configuration Diagram) to a separate, segregated Online Giving Page supplied by Client to enable RNL callers to enter payment card information directly into the supplied Online Giving Page. RNL will deploy, implement, and maintain RNL Networking at the Call Center in a manner and with a design which has been subject to an annual PCI DSS assessment by an external auditor which is registered as a QSA by the PCI Security Council and has resulted in delivery of an Attestation of Compliance with the PCI DSS. RNL acknowledges that it is responsible for the security of all cardholder data it possesses or otherwise stores, processes, or transmits on behalf of Client, and to the extent that RNL could impact the security of Client’s cardholder data environment. RNL does not provide payment card storage or processing services pursuant to this SOW-CS and is not required to store or process cardholder data on behalf of the Client pursuant to this SOW-CS and the Services do not involve the storage or processing of cardholder data.

11 GENERAL PROVISIONS

- A. **Specific Representations and Warranties.**
 - i. Client represents and warrants that:
 - a. It will adopt and maintain an appropriate privacy policy to which Client’s constituents will have reasonable access; and
 - b. It will only import, access, or otherwise use data for which all individuals have consented to receive correspondence (through any and all relevant methods (e.g., email, call, text)) from Client in connection with Client’s use of the Services.
 - ii. Client further represents and warrants the following regarding its use of email, if any, in connection with the Services:
 - a. It is the sole or designated “sender” (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act (“CAN-SPAM”)) of any email message sent on Client’s behalf;
 - b. The “from” line of any email message sent by Client using the Services will accurately and in a non-deceptive manner identify Client’s organization, Client’s product, or Client’s service;
 - c. The “subject” line of any email message sent by Client using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message;

- d. It will include in any email message sent by Client using the Services, Client’s valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service; and
 - e. It must include an opt-out mechanism as required by CAN-SPAM.
 - iii. Client is solely responsible for any and all downtime, and the related impact on results, arising from any equipment which does not meet the requirements of this SOW-CS.
- B. **Additional Covenants.** Client agrees that while this SOW-CS is in effect and for a period of eighteen (18) months following its expiration or termination, Client will not, directly or indirectly, solicit, nor cause, support, nor encourage the soliciting of, the services or employment of any employee of RNL or its affiliates which participated in the delivery of Services to Client pursuant to this SOW-CS. If Client seeks to employ, offer to employ or cause, facilitate, or assist in the employment of any such person or persons, it shall pay RNL an amount equal to 25% of the employee’s then current annual wages, upon the Client’s hiring of any such person.
- C. **Other Provisions.** This SOW-CS constitutes a separate agreement between Client and RNL incorporating the terms of the MSA. This SOW-CS, the MSA and invoices arising under them are the Parties’ complete and exclusive statement relating to their subject matter. Modifications must be in writing, signed by both Parties, and specifically reference the MSA and SOW-CS being modified. Obligations in the MSA or this SOW-CS that by their nature are continuing, survive termination or expiration. Additional or different terms on current or future Client or third-party purchasing documents are expressly objected to and rejected.
- D. **Electronic Business.** The Parties agree that this SOW-CS may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

12 Regulatory Attachment

The provisions of Appendix 7 are incorporated into and made a part of the Agreement, to carry out registration and filing in compliance with the laws of applicable states.

[REST OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

RUFFALO NOEL LEVITZ, LLC

Name

Date

Title

Name

Date

Title

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President Denise M. Trauth, Ph.D.
Texas State University

Date

Chancellor Brian McCall, Ph.D.
The Texas State University System

Date

Approved as to legal form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on August 18, 2017 at Sul Ross State University, Alpine, TX.

The Honorable Rossanna Salazar
Chairman of the Board

Date

Appendix 1 to SOW-CS (RNL Standard Terms and Definitions)

Automatch – Data enrichment that identifies matching-gift-eligible constituents based on data provided in the employer field or appended during an Employer Find append.

Broadcast Voice Messaging – Pre-recorded message to thank new donors, invite donors to special events, send holiday greetings, and other messaging.

Call Center – A secure physical space (locked during non-calling hours) on Client’s campus with at least 80 square feet of private office for the PCM; at least 100 square feet of private conference space for meetings and training; and room for all Phonathon Equipment Stations, for use for Calling and Calling preparation, administration, and management.

Call Center Supervisor – Individual who participates in the hiring, training, and oversight of Callers, together with the PCM, assist Callers in their efforts, to gather data for the Client and provide goal setting, coaching, and counseling for Callers.

Call Server – A server described and defined in Appendix 4.

Call Station Equipment – Equipment described and defined in Appendix 4.

Caller – Individual who makes telephone calls on behalf of Client.

Caller Background Check – An individual background screening with the following scope: 2 County Criminal Felony and Misdemeanor; SSN Validation, SSN Trace; and National Sex Offender Registry.

Caller Training Placemat – A single Version of a written training and Calling aid tailored to a specific institution or grouping or Segment, to be used by Callers at each Phonathon Station and not a work made for hire.

Caller Workspace – A physical desk or comparable working space suitable for one Caller to sit and place calls.

Calling – Making telephone calls on behalf of Client for fundraising and stewardship (which calls are not included in this SOW-CS).

CAMPUSCALL® Software – RNL’s proprietary CAMPUSCALL calling software.

CAMPUSCALL® Software License – A single, non-exclusive, license, limited by and subject to this Agreement, including without limitation the provisions found at <https://www.ruffalonl.com/about-ruffalo-noel-levitz/rnl-documentation>, to use CAMPUSCALL.

Cellular Phone Append – Data Enrichment service to match on specific constituent attributes to apply a wireless phone number.

Change Order – Any modification to this SOW-CS.

Client-Approved Copy – Written text or copy which Client has agreed may be implemented into production without any further changes to content and not a work made for hire.

Consultation Services – Consulting on the Call Center, Operation Plan, Program, and Program Timeline as purchased within this SOW-CS.

Crowdfunding Technology – RNL’s proprietary Internet-facilitated crowdfunding platform.

Custom Script – An individualized, special Calling outline and guideline developed by RNL.

Data Enrichment – A service intended to enhance and improve the accuracy and quality of Client-provided data.

Deceased Donor Research – Data Enrichment service that is intended to identify deceased individuals in the constituent data file.

Demographic Refresh – The process of updating a data set that has been loaded onto RNL equipment with demographic information received from a Client.

E-Communications – Messaging sent via email. Can include pledge/gift acknowledgments, pledge reminders, e-newsletters, and online engagement surveys, and not a work made for hire.

Email Address Append – Data Enrichment service intended to find email addresses for prospects.

Email Address Verification – Data Enrichment service intended to identify valid email addresses.

Employer Append – Data Enrichment service that searches for employer information of constituents, for which an email and physical address are required to complete the process.

Fundraising Consulting – Professional advice provided by an RNL consultant.

Giving Day – A module or version of Crowdfunding designed for one-day crowdfunding efforts provided on the terms set forth on Schedule 1, if any.

HEP for CAMPUSCALL – Database software integrated into CAMPUSCALL to provide employer matching gift information.

Landline Phone Append – Data enrichment service conducted on specific constituent attributes provided by the client to apply new phone numbers for Client-provided constituent data by analyzing and evaluating donor prospects to correct or add new telephone numbers, or both, and verification scores, that can be used to target prospects most likely to have an accurate phone number.

Load – The process of transferring Client’s data onto RNL equipment.

Major Donor ID – Program to help identify and qualify major donor prospects who are ready to meet with a major gift officer.

Monthly Postcard – Creation of a single Version of a postcard licensed to Client, and not a work made for hire, designed to maintain regular contact with donors and prospects.

National Change of Address (NCOA) – A data enrichment service utilizing address information provided by the US Postal Service.

Network Services – Implementation of the Call Center Network Configuration described on the attached Configuration Diagram set forth on Appendix 5.

Next Day Email – Creation of a single Version of a personalized email message licensed to Client, and not a work made for hire, sent to acknowledge a pledge.

Next Day Letter – Creation of a Version of personalized letter or postcard licensed to Client, but excluding printing, production, and postage, and not a work made for hire, sent to acknowledge a pledge.

Non-Contact Direct Mail – Creation of a single Version of a letter or postcard licensed to Client, and not a work made for hire, designed to communicate with donors or prospects not contacted by phone.

OGI Setup – The process of establishing connectivity between the OGI, CAMPUSCALL, and Client’s Online Giving Page.

Online Giving Interface (OGI) – An integrated RNL pass-through solution allowing Callers to seamlessly open certain online sites to facilitate credit card processing by certain vendors approved by RNL, which will allow Callers to assist donors in completion of a gift.

Online Giving Page – An online giving site provided and maintained by Client (either by Client directly or by a third-party vendor selected, retained, and managed by Client).

Online Survey – An electronic survey used to gather updated contact information along with preferences and interests.

On-site Implementation (permanent call centers only) – Installation and configuration of physical equipment components of Phonathon Equipment, purchased from RNL, to enable Calling at the Call Center, including network, server, telephony, Phonathon Station installation setup, deployment of the CAMPUSCALL Software and system, and on-site testing, all based on the “Ruffalo Noel Levitz Recommended Call Center Network Configuration” described in the Network Responsibilities section of this SOW-CS.

Operation Plan – A written document describing the strategy and plan for achieving mutually agreed upon goals based on the Services and Call Center capacity as purchased by the Client.

Personalized Caller Video – Stewardship video made by caller during the calling shift available in a format for Client to send via email.

Phonathon Station – A 7' x 4' (28 square feet) minimum work station for Calling, equipped with three (3) dedicated electric outlets.

Planned Giving ID – Program to help identify and qualify planned giving prospects who are ready to meet with a major gift officer.

Pledge card (3-up) – Pledge card printed three (3) to a sheet, window or closed face envelope, and a reply envelope.

Pledge Confirmation – An acknowledgement sent to a single person after a donation pledge is made. Also known as Next Day Reminders.

Pre-Call Postcard – Creation of a single Version of a postcard licensed to Client, and not a work made for hire, sent to prospects in advance of Calling.

Production – Printing and perforation, where applicable, of letters, envelopes, pledge cards, postcards, and inserts related to Direct Marketing Services sold in the Program.

Program – The package of Services delivered during the Program Period based on the Operation Plan.

Program Center Manager or PCM – An individual RNL employee assigned to provide on-site Call Center support. Responsibilities include: helps recruit, interview, and train callers; manages call sessions; tracks program and Caller statistics; and attends annual giving/development office meetings as requested during normal hours of Program Center Management, which will be 1 p.m. to 9 p.m., unless otherwise agreed.

Program Period – A period of months of annual fund activities under Client’s Operation Plan which begins on the Start Date and ends 60 days after the completion of Calling, unless otherwise agreed upon in the Program Timeline.

Program Center Management – Management of the Callers and Call Center.

Program Timeline – The schedule, developed by mutual agreement, for the delivery and provision of the Services and Client Deliverables.

Prospect Record – A file of demographic information about a single prospective donor, which may include alumni, parents, faculty, friends, and others, with information sufficient for the prospect to be called.

Quarterly Thank You Call Script – A single Version of an individualized, written Calling outline and guideline, and not a work made for hire, for the purpose of thanking donors. Scripts are not intended to be followed verbatim.

Reminder Drop (Information Services) – An electronic file containing prospects who have made outstanding pledges and who are scheduled to receive either a Reminder Letter or Reminder Email, or both, as described in the Operation Plan.

Reminder Email – Creation of a single Version of a personalized email licensed to Client, for the purpose of reminding prospects of a pledge.

Reminder Letter – A personalized pledge reminder letter licensed to Client, and not a work made for hire.

Remote Auto Dialing System (RADS) – Complete dialing solution which provides enhanced monitoring, increased dialing speed, and dynamic caller ID. Features include integrated call monitoring (via CAMPUSCALL Employee Monitoring Function) with whisper coaching. Also includes dynamic caller ID. Note that the RADS require a dedicated T1 line or ISDN PRI.

Reporting – The delivery of RNL Standard Reports.

Revisions – The number of times that a draft of written text or copy will be revised by Client.

RNL 360 – An analytic tool for development and stewardship efforts, with a long-term investment calculator, used to estimate the lifetime value of a donor.

RNL Application Service Provider Terms – the application service provider terms, conditions and provisions found at <https://www.ruffalonl.com/about-ruffalo-noel-levitz/rnl-documentation>.

RNL General Program Timeline – the general timeline for services as described in Appendix 2.

RNL Standard Reports - RNL’s standard report package that includes reports as listed in Appendix 6.

Crowdfunding - RNL’s proprietary crowdfunding software provided on the terms set forth on Schedule 1, if any.

Standard Script – A single Version of a standard RNL written Calling outline and guideline, tailored with Client-specific information and not a work made for hire. Scripts are not intended to be followed verbatim.

Segments – Grouping of past donors and donor prospects by one or more common attributes.

Site Visit – A trip to Client’s Call Center, or other mutually acceptable location, by an RNL Senior Manager or RNL Account Manager.

Solicitation Letter – Creation of a single Version of a letter licensed to Client, and not a work made for hire, for the purposes of requesting a donation.

Start Date – The start date of Services as defined in the Program Timeline.

Subscription Services – The services described on Schedule 1 to this SOW-CS, if any.

Thank You Email – Creation of a single Version of an email message licensed to Client, and not a work made for hire, for the purposes of thanking donors.

Version – A single design template combined with Client-Approved Copy.

VoIP – Voice Over Internet Protocol

Warming Email – Creation of a single Version of an email message licensed to Client, and not a work made for hire, for the purpose of preparing prospects for Calling.

Way 2 Call – A device which links any existing analog telephone to a computer enabling telephone calls.

Wireless ID – Data enrichment service that verifies if an existing prospect phone number (based on the first seven digits of the 10-digit phone number or the prefix plus one) is a landline, wireless, or a ported wireless number.

Appendix 2 to SOW-CS (RNL Standard Change Order)

Change Order

Client Name

Contact:
Address street:
Address city state zip:
Email:

This Change Order ("CO") describes the services to be modified between Ruffalo Noel Levitz, LLC, ("RNL") and _____ (hereafter referred to as "Client" and together with RNL referred to as the "Parties").

The following provisions are incorporated into and made a part of the Current Statement (defined below). Any terms or phrases undefined in this CO shall have the meaning given them in the MSA or Current Statement, as applicable, and in the event of any conflict or ambiguity between this CO and the MSA, the MSA shall govern and control.

A. Reference Document:

This CO modifies the Statement of Work #__ dated _____ (the "Current Statement") as described in this CO.

B. Term of Services:

The Term of Services is deleted and replaced with the following:

C. Addition:

The following Service(s) is added:

D. Modification:

Section X in the Current Statement is deleted and replaced with:

E. Fees & Payment:

The payment terms in the Current Statement are deleted and replaced with the following:

The additional payment terms are added to the payment schedule in the Current Statement:

F. Remaining Provisions:

All provisions of the Current Statement not specifically modified by this CO shall remain in full force and effect.

G. Electronic Business:

The Parties agrees that this CO may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

Texas State University

By: _____
Printed Name: _____
Title: _____
Date: _____

Ruffalo Noel Levitz, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

Appendix 3 to SOW-CS (RNL’s General Program Timeline)

Estimated Program Start Date: 09/01/2017

Appendix 4 to SOW-CS (RNL Phonathon Equipment Specifications)

Each Phonathon Equipment Station will be equipped, at a minimum, with the following equipment, or an equivalent approved in advance by RNL (the “**Call Station Equipment**”):

- Dell Optiplex 3030
- Processor: Intel i3 3220 3.3 GHz Minimum
- OS: Windows 7
- Memory: 4 GB of RAM
- Hard Drive: Minimum 160 GB HD
- Optical Drive: 8x DVD ROM +/- (No Burner)
- Monitor: Dell 17 Inch Ultrasharp Flat Panel
- Keyboard: USB Keyboard, No Hot Keys
- Mouse: USB 2 Button Optical Mouse with Scroll
- Warranty: 3-year NBD on-site warranty
- Dialer Device Requirements: Serial port or USB to Serial Adapters
- Headset (including ear foamies), amp, dialer

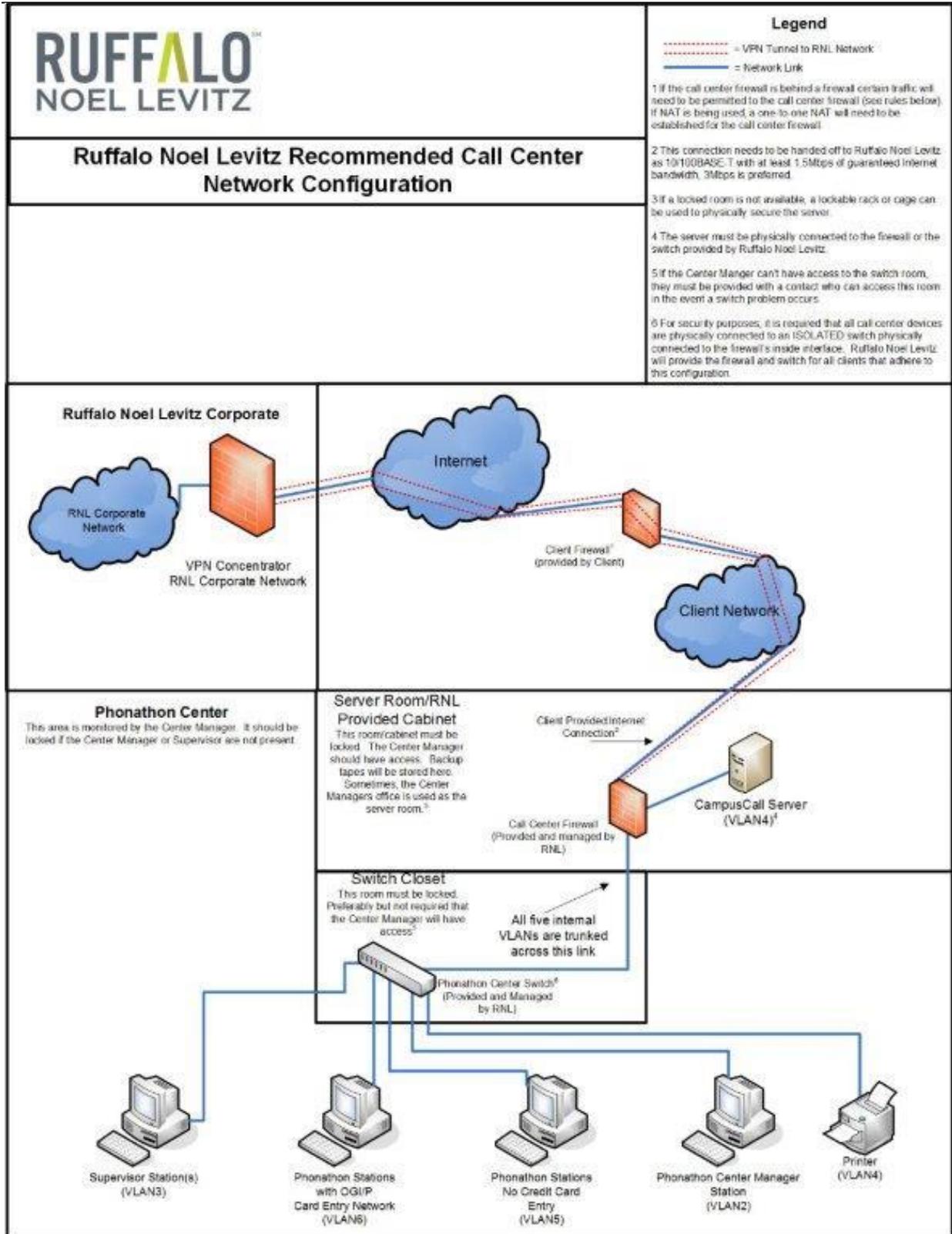
The Call Center will be equipped with, at a minimum, the following equipment, or an equivalent approved in advance by RNL (the “**Call Server**” and together with the Call Station Equipment, the “**Call Center Equipment**”):

- Dell R330 Rack Mount Server with portable hard drive
- Processor: Xeon E5-2407 2.20 Ghz, 10M Cache, 4 Core
- OS: Windows 2008 R2 Server
- Memory: 8 GB of RAM
- Hard Drive: Raids 1 (2 – 500 GB HD) (80-100 GB C: Drive remainder d: Drive)
- Optical Drive: DVD ROM +/-
- Monitor: Dell 17 Inch Ultrasharp Flat Panel
- Keyboard: USB Keyboard, No Hot Keys
- Mouse: 2 Button Optical Mouse with Scroll
- Network: Dual Embedded Gigabit Ethernet NIC
- Warranty: 3-year NBD on-site warranty
- UPS: Standalone 1500VA Uninterruptible Power Supply 120v
- Remote Management Card

The Call Center will also be equipped with the following equipment, or an equivalent approved in advance by RNL, supplied by RNL, which must be returned to RNL upon completion of this SOW-CS (the “**RNL Equipment**”):

- The Call Center Firewall (most often an ASA Firewall) shown on Appendix 5 to this SOW-CS (“**RNL Configuration Diagram**”)
- Server Cage
- The Call Center Switch shown on the RNL Configuration Diagram.

Appendix 5 to SOW-CS (RNL Configuration Diagram)



Appendix 6 to SOW-CS (RNL Standard Reports Package)

RNL reserves the right to modify within reason and will provide advanced written notice to Client.

Standard Bi-Weekly Deletes – Client file of records posted to a secure RNL site to be removed from the scope of RNL services and which will receive no further contact (phone, mail, or email).

Standard Bi-Weekly Pairs – Client file of “pairs”/donors posted to a secure RNL site and which can be used to generate regular reminder outreach for an RNL-managed fulfillment plan and monthly fulfillment report.

Standard PDF/Daily File Package – Daily suite of reports including pledge report, change report, comment report, credit card report, phone completes, email bounces, email unsubscribes, and matching gift report.

Final Program Report – A written report provided after the end of the Program Year that addresses the results of the program and provides suggestions for future programs.

Appendix 7 to SOW-CS (Regulatory Attachment)

A. RNL will not at any time solicit funds, assets, or property for charitable purposes, receive or control funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, or control funds, assets or property for charitable purposes. RNL will not have custody or control of contributions at any time. Client exercises control and approval over the content, volume, and frequency of all solicitations. Client was formed and operates to secure pledges and donations to support the operational activities. The specific application of the fund will be at the discretion of the Client. Funds received as a result of this campaign will be used to further these purposes and to pay for expenses. RNL shall be authorized by Client to perform the Services on a nationwide basis during the term of this agreement.

B. In order to comply with various state statutes, the following shall be included as terms of the Agreement for the various states.

i. For purposes of the State of California only, the following shall apply:

Contract will commence on Start Date within the State of California and will terminate on End Date. Services will commence with respect to solicitation of contributions in California on the date determined by the Client.

Client has the right to cancel the contract without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. Client may cancel the contract by serving a written notice of cancellation on RNL. If mailed, service shall be by certified mail sent to RNL, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Following the ten (10) day cancellation period, Client may terminate the contract by giving 30 days written notice. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination after the ten (10) day cancellation period, Client shall be liable for services provided by RNL to the effective date of termination.

ii. For purposes of the State of Illinois only, the following shall apply:

RNL projects One Hundred Seventy Thousand Dollars (\$170,000.00) in gross revenue to be raised from this campaign.

iii. For purposes of the State of Mississippi only, the following shall apply:

Client's solicitation activity under this contract is to commence on Start Date within the State of Mississippi or ten (10) working days after the contract is received by the Office of the Secretary of State.

Solicitation activity and the contract will terminate on End Date within the State of Mississippi.

iv. The Agreement between RNL and Client is not a percentage-based agreement, and the following language is provided only for purposes of complying with the contract disclosure requirements of State of New Jersey only. RNL is to be paid as set forth in the Agreement with its compensation provisions controlling. For purposes of providing language to comply with the New Jersey Charitable Fundraising Rules, the following shall apply:

RNL shall receive forty-three percent (43%) of the gross revenue from the campaign. The amount going to RNL is an estimated percentage based upon previous experience of similar campaigns conducted by RNL. This shall not affect or alter compensation provisions as provided in the Agreement.

- v. For purposes of the state of New York only, the contract shall be modified to add the following section:

Contract will commence on Start Date within the state of New York.

Contract will terminate on End Date within the state of New York.

Client's right to cancel this contract. It is understood by both parties that the Client has the right under New York State law to cancel this contract and that the Client does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, the Client may cancel this contract without cost, penalty, or liability if the Client notifies RNL in writing as provided below.

Period under which contract may be cancelled. If RNL is registered with the New York State Office of the Attorney General Charities Bureau, the Client may cancel this contract at any time up to and including the fifteenth (15) day after this contract was filed by RNL with the New York State Office of the Attorney General, Charities Bureau. If, however, RNL is not registered with the New York State Office of the Attorney General, Charities Bureau at the time this contract is signed, the Client may cancel at any time after it is signed.

Procedure for cancelling this contract. The Client may cancel this contract by giving RNL written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to RNL. If mailed, it must be sent to the following address:

Ruffalo Noel Levitz
1025 Kirkwood Pkwy SW
Cedar Rapids, IA 52404

The Client must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224

When cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to RNL. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

- vi. For purposes of the State of Pennsylvania only, the following shall apply:

Services under the terms of the agreement with respect to solicitation of contributions in the Commonwealth will commence on Start Date or ten (10) working days after the contract is received by the Department of State, Bureau of Charitable Organizations, and/or is approved by the Department of State Bureau of Charitable Solicitations.

Services and the contract will terminate on End Date within the Commonwealth of Pennsylvania, unless otherwise extended pursuant to the main agreement.

vii. For the purposes of South Carolina only, the following shall apply:

The South Carolina Registration Number of Client is N/A. The South Carolina Registration Number of RNL is P1097.

- C. In the event the MSA or any Statement of Work is terminated or ended prior to the End Date by operation of the provisions of this Regulatory Attachment, then the MSA or Statement of Work shall automatically renew for a term ending on the End Date, unless otherwise terminated in accordance with the MSA or Statement of Work.
- D. In all other respects not specifically modified by this Appendix, the existing agreement dated Start Date shall remain in full force and effect.

Schedule 1 to SOW-CS

1. OVERVIEW

This Schedule is incorporated into and made a part of the **SOW-CS** and describes the subscription services.

SOFTWARE: CAMPUSCALL®, RNL’s proprietary, Internet-accessible phonathon software designed to support an organization’s telephone fundraising program, as well as associated user interfaces and related technology.

2. TERM

- A. The term of this Schedule starts on September 1, 2017 (“**Start Date**”) and remains in effect until August 31, 2022. (the “**Term**”).

3. SERVICES

- A. Subject to the terms and conditions of the MSA and SOW-CS, RNL will provide to Client the following services during the Term (“**Services**”):
- i. Access to CAMPUSCALL at twenty-two (22) Phonathon Stations (referred to as the Named Users) for sixty (60) months during each year of the Term.
 - ii. Commercially reasonable level of assistance with and guidance on the following to support Client’s use of CAMPUSCALL:
 - a. Loading data;
 - b. Creating segments and calling pools;
 - c. Preparing scripts;
 - d. Creating email responses; and
 - e. Performing system backups.
 - iii. Online Giving Integration (OGI) to transfer from the CAMPUSCALL operation of a Named User to a separate and distinct online giving page which has been secured and provided by Client for Named Users to conduct real-time credit card transactions.
 - iv. Access to HEP’s Matching Gift database to provide employer matching gift information so long as it is available to RNL during the Term, at RNL’s discretion.
 - v. 24 hours/day, 7 days/week helpdesk support for questions about CAMPUSCALL and its use.
 - vi. Reports as made available by RNL in CAMPUSCALL.
 - vii. Online administrator training modules.

4. CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following (“**Client Responsibilities**”):
- i. Client shall provide functions associated with call center management, including not limited to:
 - a. Secure Phonathon Stations and calling equipment;
 - b. Calling operations;
 - c. Employment of callers accessing CAMPUSCALL;

- d. Supervisor functions (i.e., caller assignments, statistics, generating reports);
 - e. Caller ID information about Client for all outbound calls;
 - f. Production of pledge commits and fulfillment; and
 - g. USB Headsets for Named Users.
- ii. Client shall provide a secure facility, including electrical, phone, hardware, an Internet connection, and computers with Internet Explorer.
 - iii. Client shall provide and maintain an online giving page (either by Client directly or by a third party vendor selected, retained, and managed by Client).
 - iv. Client shall provide RNL full access to, and internal resources responsible for, the payment system and provide RNL with full access to a test environment in which it can develop payment integration.
 - v. Client must maintain the Supported Environment to use the ASP Services by configuring DNS CNAME records within Client domain space to point to the designated RNL domain.

5. FEES AND PAYMENT SCHEDULE

- A. Client shall pay RNL the following in accordance with the invoicing provisions of the MSA:

<u>Fee Description</u>	<u>Fee Amount</u>
Subscription Fee	Included in the Program Consultation Fees in SOW-CS

- B. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL. University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

6. GENERAL PROVISIONS

- A. In the event any of the Client Responsibilities or payment obligations described above (the “**Service Conditions**”) are not satisfied, then RNL may suspend provision of the Services and may terminate this Schedule without penalty to RNL. Any decision by RNL to forego suspension or termination of this Schedule in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL’s right to later terminate this Schedule if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL’s sole discretion.
- B. Any terms or phrases undefined in this Schedule shall have the meaning given them in the SOW-CS and MSA.
- C. In the event of any conflict between the terms of this Schedule, SOW-CS, and the MSA, the terms of the MSA shall govern and control.

Appendix 8 to SOW-CS (ASP Terms and Conditions)

Ruffalo Noel Levitz, LLC (“RNL”) has developed certain Software (defined below), which it provides as part of its ASP Services (defined below). The following terms and conditions (“Terms & Conditions”) apply to all Subscribers who have purchased subscription ASP Services from RNL. RNL reserves the right to modify these terms at any time.

- A. **Definitions.** Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used. Capitalized terms used in these Terms & Conditions but not defined in these Terms & Conditions shall have the meanings set forth in the Master Services Agreement (“MSA”), or other agreement, governing the subscription, purchase or provision of ASP Services, and any documentation attached thereto or incorporated therein, including without limitation any Statement of Work, Statement of Services or Change Order (the “Purchase Documents”).
- i. **“ASP Services”** means the Software and Documentation described below, and on the Purchase Documents, and on any agreement subsequently signed by the Parties and incorporated by reference into the Purchase Documents, as both may be made available by RNL to Subscriber for use as a service in accordance with the Agreement.
 - ii. **“CAMPUSCALL®”** means RNL’s proprietary, Internet-accessible telephone fundraising software.
 - iii. **“Documentation”** means the technical materials provided by RNL to Subscriber in hard copy or electronic form describing the use and operation of the Software.
 - iv. **“Error”** means a reproducible failure of the Software to substantially conform to the Documentation.
 - v. **“Error Corrections”** means bug fixes or workarounds intended to correct Errors in the Software.
 - vi. **“Named User”** means each person or fixed calling station, as applicable to the particular ASP Services, described on applicable Purchase Documents, which Subscriber identifies in writing to RNL by name as being authorized to use the Software in accordance with the Purchase Documents and these Terms & Conditions. Named Users are the only persons Subscriber licensed to access and use the Software. Where a Subscriber that is an individual purchases a single Named User license, the Subscriber is also the Named User.
 - vii. **“Open Source Software”** means software licensed under “open source” or “free software” licenses.
 - viii. **“Product Schedule”** means the attached numbered Schedule or Schedules which describe the ASP Services.
 - ix. **“Subscriber”** means the person identified in the Purchase Documents as purchasing the ASP Services.
 - x. **“Subscriber Content”** means any content developed by or on behalf of Subscriber and used with the Software.
 - xi. **“Subscriber Data”** means data provided by Subscriber to RNL or collected by RNL as part of, or in connection with, the ASP Service.
 - xii. **“Software”** means the RNL’s proprietary software offered to client institutions and described further on the applicable attached Schedule.
 - xiii. **“Start Date”** means the date provided in the Purchase Documents for Subscriber to begin use of the ASP Services.
 - xiv. **“Supported Environment”** means the minimum hardware, software, and connectivity configuration specified from time to time by RNL as required for use of the ASP Services. The current requirements are described in an attached Schedule.
 - xv. **“Term”** means the time when Subscriber is authorized to use the ASP Services as further described in the Purchase Documents.

B. **ASP Service Provision.**

- i. **Username and Passwords.** RNL will provide a username and password to enable each Named User to access the Software and Documentation pursuant to this Agreement. RNL reserves the right to change or update usernames and passwords in RNL's sole discretion from time to time. Each username and password may only be used to access the Software and Documentation during one (1) concurrent login session. Subscriber acknowledges and agrees that only Named Users are entitled to access the Software and Documentation. Subscriber (a) will provide to RNL information and other assistance as necessary to enable RNL to establish usernames for Named Users; (b) will verify all Named User requests for account passwords; (c) will ensure that each username and password issued to a Named User will be used only by that Named User; (d) is responsible for maintaining the confidentiality of all Named Users' usernames and passwords; (e) is solely responsible for all activities that occur under these usernames and during use of the ASP Services by any person Subscriber allows to use the ASP Services; (f) agrees not to allow a third party to use its account, usernames or passwords at any time; and (g) agrees to notify RNL promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement. RNL reserves the right to terminate any username and password that RNL reasonably determines may have been used by an unauthorized third party. If the ASP Services involve the use of CAMPUSCALL® Each Named User is associated with one single calling station, and the Named Users are the only fixed calling stations which are licensed to use the Software and for clarity, the license authority assigned to a Named User and single calling station is not transferrable. Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual and, where applicable, each fixed calling station. Subscriber is responsible for monitoring and maintaining its use within the foregoing parameters. RNL or its agents may audit applicable records in order to verify Subscriber's compliance with the Named User parameters. Subscriber permits RNL to publicly reference Client as a RNL client from this date through the end of the Term set forth herein.
- ii. **Support:** During the Term, support provided to Subscriber shall comprise the following:
 - h. **Technical Support.** RNL shall provide an email address for use by Named Users for problem resolution assistance. In addition, RNL will provide two (2) contact numbers for phone support through RNL's Client Success Team. The phone support is available Monday through Friday from 9:00 AM to 5:00 PM, PST. RNL will make commercially-reasonable efforts to respond to Subscriber support calls, and resolve reported issues, as follows: (a) critical support issues within three (3) hours; major support issues within twenty-four (24) hours; and minor/change request within one (1) week.
 - i. **Error Corrections.** RNL will use commercially reasonable efforts to correct all Errors in the Software reported by Subscriber in writing to RNL. RNL will utilize remote diagnostic procedures whenever possible for Error diagnosis and Error Correction. RNL may not issue Error Corrections for all Errors.
 - j. **Improvements/Fixes.** During the Term, RNL may, in its sole discretion, provide Subscriber with Error Corrections, updates, upgrades, enhancements, and any other improvements that RNL then generally offers to other subscribers to the ASP Service.
- iii. **Exclusions.** RNL shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from: (a) Subscriber's or Named Users' use of any version of the Software or the ASP Services other than the then-current unmodified version provided to Subscriber; (b) any problems which are not Errors; (c) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by RNL; (d) nonconformities resulting from misuse, abuse, negligence, or improper or unauthorized use of all or any part of the ASP Services, Software, or Documentation; (e) problems or Errors caused by Subscriber's, Named Users', or other third party's products, services or equipment; or (f) modification, amendment, revision, or change to the Software or the ASP Services by any party other than RNL or RNL-authorized representatives. Any use of

or reliance on data or data output contained in the Software or the ASP Services is Subscriber's or Named User's sole responsibility.

- iv. **Subscriber Responsibilities.** It shall be Subscriber's sole responsibility to perform those specific services that are necessary to establish Subscriber's or Named Users' use of the Software, Documentation, and ASP Services. This includes, but is not limited to: (a) providing employee lists to setup Named User accounts (b) designating Named Users to participate in training; and (c) undertaking all necessary internal measures to maintain independent archival and backup copies of Subscriber Data.
- v. **Acceptance.** The Software will be deemed accepted upon the delivery of the first username and password to Subscriber as set forth below unless Subscriber gives notice of objection or rejection within five (5) business days. If usernames and passwords have been issued to Subscriber prior to the Start Date, the Software will be deemed accepted on the Start Date.
- vi. **Environment.** Unless waived in advance in writing by RNL, Subscriber must maintain the following Supported Environment to use the ASP Services:
 - k. If Subscriber elects integrated payment processing, Subscriber must provide RNL with a knowledgeable resource for Subscriber's payment system and unfettered access to a testing environment to develop against.
 - l. Subscriber must configure DNS CNAME record within Subscriber domain space to point to designated RNL domain.

C. **Ownership and License to Use.**

- i. **License Grant.** Subject to the terms and conditions of this Agreement, RNL grants to Subscriber a non-exclusive, non-transferable, time-limited, scope-restricted license during the Term, solely for Subscriber's internal business purposes and in accordance with the limitations set forth in the Purchase Documents and these Terms & Conditions: (a) to access the features and functions of the ASP Services; (b) to access, use, perform, and digitally display the Software as required for use of the ASP Services and in accordance with the Documentation; and (c) to use and reproduce a reasonable number of copies of the Documentation solely to support Subscriber's use of the ASP Services.
- ii. **Limitations.** The ASP Services, Software, Documentation, and all other materials provided by RNL hereunder, including but not limited to all manuals, reports, records, programs, data and other materials, and derivatives thereof (the "RNL Property") and all patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code and works of authorship, including derivatives therefrom or thereof ("Intellectual Property Rights") in each of the foregoing, are the exclusive property of RNL and its suppliers. Subscriber agrees that it will not, and will not permit any Named User or other party to: (a) permit any party to access the Software or Documentation or use the ASP Services, other than the Named Users authorized under this Agreement; (b) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Software; (e) use or copy the Software or Documentation except as expressly allowed under this subsection; or (f) disclose or transmit any data contained in the Software to any individual other than a Named User, except as expressly allowed herein. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of Subscriber's jurisdiction require RNL to give Subscriber the right to do so to obtain information necessary to render the Software interoperable with other software; *provided, however*, that Subscriber must first request such information from RNL in writing and RNL may, in its discretion, either provide such information to Subscriber or impose reasonable conditions, including a reasonable fee, on such use of the source code for the Software to ensure that RNL's and its suppliers' proprietary rights in the source code for the Software are protected. Subscriber acknowledges and agrees that the ASP Services, Software, and Documentation will not be used, and are not licensed for use, in connection with

any of Subscriber's time-critical or mission-critical functions. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Subscriber regarding the ASP Services, Software, Documentation, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Software.

- iii. **Ownership.** The ASP Services, Software, Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of RNL and its suppliers. All rights in and to the ASP Services, Software and Documentation not expressly granted to Subscriber in this Agreement are reserved by RNL and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Subscriber regarding the Software, Documentation, and ASP Services or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Software.
- iv. **Open Source Software.** Nothing in this Agreement limits Subscriber's rights under, or grants Subscriber rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, RNL makes such Open Source Software, and RNL's modifications to that Open Source Software, available by written request at the notice address specified below.
- v. **Data.** In connection with the operation of the ASP Services, RNL may collect and/or receive Subscriber Data. Subscriber Data may be (a) used to provide services to Subscriber in accordance with the terms of this Agreement; (b) used for internal business purposes by RNL, including but not limited to optimization, forecasting and analytics (Subscriber Data may be disclosed to a third party, such as Google Analytics, to perform such optimization, forecasting and analytics, subject to the confidentiality provisions herein); and (c) used and disclosed externally on an anonymous or aggregated basis, for consulting purposes or as part of case studies or similar published materials.

D. **Subscriber Content.**

- i. **License; Ownership.** Subscriber grants RNL a non-exclusive, non-transferable, time-limited, scope-restricted, worldwide, royalty-free and fully paid license to use (a) the Subscriber Content as necessary for purposes of providing the ASP Services and to use (b) the Subscriber trademarks, service marks, and logos as required to provide the ASP Services. The Subscriber Content hosted by RNL as part of the ASP Services, and all worldwide Intellectual Property Rights in it, is the exclusive property of Subscriber. All rights in and to the Subscriber Content not expressly granted to RNL in this Agreement are reserved by Subscriber.
- ii. **Subscriber Warranty.** Subscriber represents and warrants that any Subscriber Content hosted by RNL as part of the ASP Services shall not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; or (d) contain any viruses, worms or other malicious computer programming codes intended to damage RNL's system or data. RNL is not obligated to back up any Subscriber Content; the Subscriber is solely responsible for creating backup copies of any Subscriber Content at Subscriber's sole cost and expense. Subscriber agrees that any use of the ASP Services contrary to or in violation of the representations and warranties of Subscriber in this section constitutes unauthorized and improper use of the ASP Services.

E. **Warranties and Disclaimers.**

- i. **Limited Warranty.** RNL warrants that:
 - m. Notwithstanding anything in the Purchase Documents to the contrary, and in addition to any warranty in the Purchase Documents, the RNL will provide the ASP Service and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards for substantially similar providers of substantially similar services.

- n. The Software will not infringe on the Intellectual Property Rights of any third-party (“**Infringement Warranty**”).
- ii. Limited Remedies.
 - o. Provided that Subscriber notifies RNL in writing of any breach of the foregoing warranty during the Term hereof, as Subscriber’s sole and exclusive remedy, Subscriber may either (a) accept the support provided as set forth in these Terms & Conditions, or (b) terminate the ASP Services and receive a pro-rata refund of the fees paid by Subscriber (“**Limited Remedy**”). This warranty gives Subscriber specific legal rights, and Subscriber may also have other rights which vary from jurisdiction to jurisdiction.
 - p. Provided that Subscriber does not terminate the ASP Services, then in addition to the provisions of these Terms & Conditions, subject to the limitations of the Purchase Documents and applicable to the Infringement Warranty only, RNL agrees at its own expense, to defend or, at its option, to settle any claim, suit or proceeding brought against Subscriber on the issue of infringement of any United States patent, copyright, trade secret or other proprietary right with respect to the Software furnished by RNL to Subscriber as part of purchased ASP Services; and in the event that the Software should be determined to be subject to the proprietary rights of a third-party, RNL agrees, as its option, to: (1) procure for Subscriber the right to continue using the Software; or (2) replace or modify the Software to make it non-infringing while retaining original functionality; or (3) discontinue access to the Software, or a portion thereof, and refund to Subscriber the annual Subscription Fee paid for the Software, less a reasonable charge for use to termination date.
- iii. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE FOR THE BENEFIT OF SUBSCRIBER ONLY. ASP SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE DOCUMENTATION, AND ASP SERVICES ARE PROVIDED “AS IS,” AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE DOCUMENTATION, OR ASP SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO SUBSCRIBER BY COMPANY. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE AND ASP SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

F. **Miscellaneous.**

- i. **Export.** Subscriber agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from RNL, or any products utilizing such data, in violation of the United States export laws or regulations.
- ii. **Remedies.** Except as provided in the section titled **Warranties and Disclaimers**, the parties’ rights and remedies under this Agreement are cumulative. Subscriber acknowledges that the ASP Services, Software, and Documentation contain valuable trade secrets and proprietary information of RNL, that any actual or threatened breach of the section titled **Ownership and License to Use** or any other breach by Subscriber of its obligations with respect to Intellectual Property Rights of RNL will constitute immediate, irreparable harm to RNL for which monetary damages would be an inadequate remedy. In such case, RNL will be entitled to immediate injunctive relief without the requirement of posting bond, including an order that any Software, Documentation, or any portions thereof that Subscriber attempts to import into any country or territory be seized, impounded and destroyed by customs officials. If any

legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

- iii. **No Assignment.** Subscriber shall not assign, subcontract, delegate, or otherwise transfer the ASP Services nor these Terms & Conditions, or its rights and obligations herein, without obtaining the prior written consent of RNL, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of these Terms & Conditions shall be binding upon the respective successors and permitted assigns.
- iv. **Audit.** Subscriber will permit RNL or its representatives to review Subscriber's relevant records and inspect Subscriber's facilities to ensure compliance with this Agreement. RNL will give Subscriber at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Subscriber's normal operations. If any such audit should disclose any underpayment of fees, Subscriber shall promptly pay RNL such underpaid amount, together with interest thereon at the rate specified in this section. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, Subscriber shall also pay RNL for RNL's expenses associated with such audit.

Statement of Work Agreement #2 - Solicitation Services

1 OVERVIEW

This Statement of Work Agreement (“SOW-SS”) describes solicitation services (“Solicitation Services”) to be provided by Ruffalo Noel Levitz, LLC, a Delaware limited liability company, formerly known as RuffaloCODY, LLC (referred to as “RNL” or previously as “RuffaloCODY”), to Texas State University (hereafter referred to as “Client,” “College” or “University,” and together with RNL referred to as the “Parties”) and is made pursuant to the Master Services Agreement (“MSA,” and collectively with this SOW-SS the “Agreement”) between the Parties dated September 1, 2017. Any terms or phrases undefined in this SOW-SS shall have the meaning given them in the MSA. In the event of any conflict or ambiguity between this SOW and the MSA, the MSA shall govern and control.

2 CLIENT INFORMATION

- A. Client primary contact for SOW:
Melisse Shepherd
Assistant Director, Contract Compliance Procurement and Strategic Sourcing
Texas State University
601 University Drive
San Marcos, TX 78666-4615
mfs46@txstate.edu
512-245-2521
512-245-2393 (fax)
- B. Invoices shall be sent to the following address:
Accounts Payable
Texas State University
PO Box 747
San Marcos, TX 78667-0747
Payables@txstate.edu
512-245-2777
512-245-9161 (fax)

Client may revise the above contact information at any time upon written notice to RNL.

3 DATES & TERMS

- A. For purpose of compliance with laws, this SOW-SS is effective as provided in the MSA.
- B. Subject only to applicable law, and based on the Services Timeline for the applicable fiscal year this SOW-SS begins on September 1, 2017 (the “Beginning Date”).
- C. This SOW-SS will end on August 31, 2022 (the “End Date”) unless terminated earlier pursuant to the terms of the Agreement or the Regulatory Attachment below.

4 SERVICES

- A. RNL will solicit contributions to Client as described in this SOW-SS.
- B. Definitions:
 - i. “CAMPUSCALL®” – RNL’s proprietary calling software.
 - ii. “Calling” includes all time spent by Callers (defined below), trainers, and supervisors at the Call Center working in any manner on Client-related fundraising and stewardship efforts and activities, including without limitation: making telephone calls on behalf of Client for fundraising and stewardship; as well as supervisor calls, supervision of fundraising and stewardship calling, administration of fundraising, and stewardship call activities; training (Callers’, trainers’, and supervisors’ time) on fundraising and stewardship; clerical hours; all registration and maintenance time of Callers, trainers, and supervisors; all CAMPUSCALL time of Callers, trainers, and supervisors.
 - iii. “Confirmation Piece” means a single card or letter with envelope intended for a particular person at a single address.
- C. The Solicitation Services include the following:
 - i. RNL training of Callers to solicit pledges and contributions to Client.
 - ii. RNL will manage all training and solicitation Calling on-campus during the time this SOW-SS is in effect.
 - iii. Callers will accept donations made by payment card during Calling, and RNL will manage such acceptance, by one of the following methods, at the written direction of Client:
 - a. By entering such gift into a website for gift processing supplied by Client;
 - b. By Callers transferring the call during which payment card information is given to either a Supervisor or Program Center Manager, who will deliver of such information to Client.
- D. RNL will recruit, hire, and provide certain employees (“**Callers**”) to conduct Calling, and activities related to Calling, and the solicitation of pledges and contributions, will give preference and priority to Client’s students when recruiting and hiring Callers and will be responsible for all payroll and payroll-related costs for such Callers.
- E. RNL personnel will print written “next day” pledge Confirmation Pieces for pledges obtained as a result of Calling at the Client’s location (the “**Written Confirmations**”). Client is responsible for mailing and associated postage fees.
- F. The Solicitation Services will include a minimum of 6,500 Calling hours (the “**Minimum Hours**”). The Solicitation Services will include a maximum of 8,000 Calling hours (the “**Maximum Hours**”).

5 CLIENT RESPONSIBILITIES

- A. The provision and delivery of Solicitation Services by RNL is conditioned upon Client providing the following (the “Service Conditions”):
 - i. 200,000 prospect records with valid phone numbers for Calling.
 - ii. A call center facility (the “Call Center”) for 21 calling stations and 1 supervisor station with (a) the CAMPUSCALL automated calling system fully installed and functional, and (b) the associated network and phone capacity to make telephone calls.
 - iii. Assistance and support as Client determines appropriate for the recruitment and hiring, including by way of example, but not limited to, locations on campus for posting open positions.

- iv. Full payment of all telephone bills, including all expenses associated with telephony, associated with or arising from Calling.
- v. An annual calling program, including a Services Timeline, which is developed and implemented, as the result of Client purchasing separate consultation services from RNL, throughout the term of this SOW-SS.

6 PRICING & FEES

- A. Client will pay \$14.42 per hour in FY18 for all hours of Calling (the “Hourly Calling Rate”) and a total fee for Calling of no less than \$108,150.00 for FY18 (the “**Minimum Calling Fee**”). The rate is subject to change for any hours of Calling in excess of the Maximum Hours.
- B. All pricing is subject to adjustment based on any increase in any applicable minimum wage law, regulation, or policy, including without limitation: federal, state, provincial, and local laws, as well as Client policies or procedures applicable to wages (individually a “**Required Wage Increase**”). In the event of a Required Wage Increase, RNL may increase all pricing and fees based in any manner on wages, by an amount equal to the Required Wage Increase plus the reasonably estimated taxes imposed on such Required Wage Increase, in its discretion, and such increase shall be added to the total price as additional fees to be paid by Client. RNL will provide written notice ninety (90) days prior to any increase.

7 PAYMENT TERMS

- A. For Calling:

FY18:

<u>Payment due date</u>	<u>Amount</u>
September 1, 2017	\$46,866
November 1, 2017	\$23,432
January 1, 2018	\$23,432
Total FY18	\$93,730

FY19:

<u>Payment due date</u>	<u>Amount</u>
September 1, 2018	\$47,803
November 1, 2018	\$23,901
January 1, 2019	\$23,901
Total FY19	\$95,605

FY20:

<u>Payment due date</u>	<u>Amount</u>
September 1, 2019	\$48,759
November 1, 2019	\$24,379
January 1, 2020	\$24,379
Total FY20	\$97,517

FY21:

<u>Payment due date</u>	<u>Amount</u>
September 1, 2020	\$49,735

November 1, 2020	\$24,866
January 1, 2021	\$24,866
Total FY21	\$99,467

FY22:

<u>Payment due date</u>	<u>Amount</u>
September 1, 2021	\$50,728
November 1, 2021	\$25,364
January 1, 2022	\$25,364
Total FY22	\$101,456

- i. In the event the total hours of Calling upon the completion of Calling exceeds the Minimum Hours up to the Maximum Hours, then RNL will invoice Client for an amount equal to the number of hours in excess of the Minimum Hours multiplied by the Hourly Calling Rate and such amount will be due within thirty (30) days after it is invoiced, unless disputed in good faith by Client.
- B. Disputed Amounts: Payment of amounts due following resolution of disputed billings and invoices, if any, are due thirty (30) days following resolution.

8 GENERAL PROVISIONS

- A. **Client Materials.** Except to the extent otherwise expressly provided in this SOW-SS or waived in writing signed by both Parties, Client shall deliver Client Materials to an RNL provided SFTP server.
- B. **Service Conditions.** In the event any of the Client Responsibilities or payment obligations described above (the “**Service Conditions**”) are not satisfied, then RNL may suspend provision and delivery of the Solicitation Services and may terminate this SOW-SS without penalty. Any decision by RNL to forego suspension or termination of this SOW-SS in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL’s right to later terminate this SOW-SS should the unsatisfied Service Condition remain uncured, or for any other unsatisfied Service Condition, all in RNL’s sole discretion.
- C. **Specific Representations and Warranties.**
 - i. Client represents and warrants that:
 - a. It will adopt and maintain an appropriate privacy policy to which Client’s constituents will have reasonable access; and
 - b. It will only import, access, or otherwise use data for which all individuals have consented to receive correspondence (through any and all relevant methods (e.g., email, call, text)) from Client in connection with Client’s use of the Services.
 - ii. Client further represents and warrants the following regarding its use of email, if any, in connection with the Services:
 - a. It is the sole or designated “sender” (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act (“CAN-SPAM”)) of any email message sent on Client’s behalf;
 - b. The “from” line of any email message sent by Client using the Services will accurately and in a non-deceptive manner identify Client’s organization, Client’s product, or Client’s service;
 - c. The “subject” line of any email message sent by Client using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message;

- d. It will include in any email message sent by Client using the Services, Client’s valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service; and
 - e. It must include an opt-out mechanism as required by CAN-SPAM.
 - iii. Client agrees and represents that it will prepare and deliver in accordance with the law written confirmations to all individuals who make a pledge as a result of services provided by RNL.
- D. **Other.** This SOW-SS constitutes a separate agreement between Client and RNL and incorporates all of the terms of the MSA. In the event of any conflict between the terms of this SOW-SS and the MSA, the terms of the MSA shall govern and control. This SOW-SS, the MSA, and invoices arising under them (“Relevant Documents”) are the Parties' complete and exclusive statement relating to their subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference the MSA and this SOW-SS. Obligations in the MSA or this SOW-SS, which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are not a part of the subject matter of the Relevant Documents, are expressly rejected and shall be void.
- E. **Electronic Business.** The Parties agree that this SOW may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

9 REGULATORY ATTACHMENT

The provisions of Appendix 1 are incorporated into and made a part of the Agreement, to carry out registration and filing in compliance with the laws of applicable states.

[REST OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

RUFFALO NOEL LEVITZ, LLC

Name

Date

Title

Name

Date

Title

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President Denise M. Trauth, Ph.D.
Texas State University

Date

Chancellor Brian McCall, Ph.D.
The Texas State University System

Date

Approved as to legal form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on August 18, 2017 at Sul Ross State University, Alpine, TX.

The Honorable Rossanna Salazar
Chairman of the Board

Date

Appendix 1 to SOW-SS (Regulatory Attachment)

A. The Agreement between RNL and Client is not a percentage-based agreement, and the following language is provided only for purposes of complying with the contract disclosure requirements of applicable states. RNL is to be paid a fixed fee as set forth in the Agreement and those compensation provisions shall be controlling. Client exercises control and approval over the content and frequency of all solicitations. The charitable purpose for which the solicitation campaign is being conducted is to secure pledges and donations to support the operational activities. The specific application of the fund will be at the discretion of the Client.

- i. For purposes of providing language to comply with the laws of the various states requiring a minimum percentage disclosure, the Agreement shall be modified to add the following section:

Client shall receive a guaranteed minimum of one percent (1%) of gross revenue.

- ii. For purposes of the providing language to comply with the laws of the various states requiring an estimated percentage disclosure, the Agreement shall be modified to add the following section:

This contract is not a percentage based contract. However, it is estimated that Client shall receive three percent (3%) of gross revenue. This is an estimated percentage based upon the estimated number of contacts, average pledge fulfillment, and experience of similar campaigns. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged. For purposes of the state of Ohio only, Client is guaranteed a percentage of the gross revenue which is not less than ninety percent (90%) of the estimated percentage. For the purpose of the states of Wisconsin and New Hampshire only, Client is guaranteed a percentage of the gross revenue which is no less than the reasonable estimate less ten percent (10%) of the gross revenue.

- iii. For purposes of providing language to comply with the laws of the various states requiring a fixed or guaranteed percentage disclosure and/or a percentage which shall be received by RNL, the Agreement shall be modified to add the following section:

Client shall receive as a result of this solicitation campaign three percent (3%) and RNL shall receive ninety-seven percent (97%) of all funds raised. The amount going to RNL is an estimated percentage based upon previous experience of similar campaigns conducted by RNL. This shall not affect or alter compensation provisions as provided in the Agreement.

- iv. For purposes of the state of California only, the contract shall be modified to add the following sections:

Solicitation activity is to commence on the Start Date within the State of California or ten (10) working days after receipt of the Agreement by the Attorney General. Each contribution in the control or custody of RNL shall, within five (5) working days of receipt, be deposited in an account at a bank or other federally insured financial institution that is solely in the name of Client and over which Client has sole control of withdrawals.

Client has the right to cancel this Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. Client may exercise this right by serving a written notice of cancellation on RNL. This notice must be provided by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Any funds collected after effective notice of cancellation shall be deemed to be held in trust for the benefit of Client without deduction for costs or expenses of any nature, and Client shall be entitled to recover all funds collected after the date of cancellation.

Following the foregoing initial ten (10) day cancellation period, Client may terminate this Agreement by giving thirty (30) days written notice. This notice must be provided by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination under this subsection, Client shall be liable for services provided by

RNL up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10) day cancellation period, Client may terminate this Agreement at any time upon written notice, without payment or compensation of any kind to RNL, if RNL or its agents, employees, or representatives make(s) any material misrepresentations in the course of solicitations or with respect to Client; are found by Client to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony; or otherwise conduct fundraising activities in a manner that causes or could cause public disparagement of Client's good name or good will.

- v. For purposes of the states of Alaska, Illinois, Massachusetts, and Oregon only, the contract shall be modified to add the following section:

RNL shall be authorized by Client to conduct solicitations on a nationwide basis during the term of this agreement. RNL projects One Hundred Seventy Thousand Dollars (\$170,000.00) in gross revenue to be raised from this campaign. RNL estimates expenses related to the campaign to be One Hundred Sixty Two Thousand Five Hundred Ninety One Dollars (\$162,591.67). The estimated figures are based upon experience of similar campaigns conducted by RNL. This shall not affect any of the other terms including compensation as set out in the Agreement. The books and records of fundraising activities shall be kept at the address of RNL as provided in the Agreement.

- vi. For purposes of the State of Arkansas only, the following shall apply:

The names and addresses of all persons making contributions to Client and the amounts thereof shall be delivered to Client at the request of Client and at any reasonable time.

- vii. For purposes of the State of Hawaii only, the following shall apply:

Services will commence with respect to solicitation in Hawaii of contributions for a charitable organization on Start Date.

- viii. For purposes of the State of Indiana only, the following shall apply:

The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by RNL in the three (3) years preceding this agreement is 56 percent (56%). At least every ninety (90) days, RNL shall provide Client with access to and use of information concerning contributors, including the name, address, and telephone number of each contributor and the date and amount of each contribution.

- ix. For the purposes of the State of Mississippi only, the following shall apply:

Solicitation activity is to commence on Start Date within the State of Mississippi or ten (10) working days after the contract is received by the Office of the Secretary of State.

All oral and written presentations to be used by RNL (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by Client. Client exercises control and approval over the content and volume of any solicitation

Solicitation activity and the contract will terminate on End Date within the State of Mississippi.

- x. For the purposes of the States of Oregon and New Hampshire only, the following shall apply:

The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of Client with no rights to transfer, sell, rent, or otherwise cause same to be used except by Client.

- xi. For the purposes of the State of South Carolina only, the following shall apply:

Any list provided by the charitable organization of the names, postal addresses, telephone numbers, email addresses, and the dates and amounts of each donation, of each contributor to a solicitation campaign organized pursuant to Chapter 56 is the property of Client. RNL shall maintain this list throughout the duration of the solicitation campaign until the list is transferred to the charitable organization as required by Chapter 56 and will not withhold the list from the charitable organization, restrict any use of the list by the charitable organization, transfer possession or control of the list, permit the use of the list by any person not so authorized by the charitable organization, or use the list for the benefit of any person other than Client, without the explicit written consent of Client.

The South Carolina Registration Number of Client is N/A. The South Carolina Registration Number of RNL is P1097. The name and residence address of each person directing or supervising the contract solicitation services is as attached.

- xii. For purposes of the state of New York only, the contract shall be modified to add the following section:

Contract will commence on Start Date within the state of New York.

Contract will terminate on End Date within the state of New York.

Client's right to cancel this contract. It is understood by both parties that the Client has the right under New York State law to cancel this contract and that the Client does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, the Client may cancel this contract without cost, penalty, or liability if the Client notifies RNL in writing as provided below.

Period under which contract may be cancelled. If RNL is registered with the New York State Office of the Attorney General Charities Bureau, the Client may cancel this contract at any time up to and including the fifteenth (15) day after this contract was filed by RNL with the New York State Office of the Attorney General, Charities Bureau. If, however, the RNL is not registered with the New York State Office of the Attorney General, Charities Bureau at the time this contract is signed, the Client may cancel at any time after it is signed.

Procedure for cancelling this contract The Client may cancel this contract by giving RNL written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to RNL. If mailed, it must be sent to the following address:

Ruffalo Noel Levitz
1025 Kirkwood Pkwy SW
Cedar Rapids, IA 52404

The Client must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224

When cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to RNL. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed, and postage pre-paid, in a mailbox.

- xiii. For the purposes of the State of Pennsylvania only, the following shall apply:

Guarantee to Client. Client shall receive as a result of this solicitation campaign, a minimum guarantee of one percent (1%) of gross revenue. This shall not affect or alter compensation provisions as listed in the Agreement.

Percentage to Professional Solicitor. Client agrees that RNL shall be compensated pursuant to the terms of the agreement which is estimated to be ninety-seven percent (97%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect or alter compensation provisions as listed in the main Agreement.

Solicitation activity is to commence on Start Date within the Commonwealth of Pennsylvania or ten (10) working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations, and/or is approved by the Department of State Bureau of Charitable Solicitations.

Solicitation activity and the contract will terminate on the End Date within the Commonwealth of Pennsylvania.

- xiv. For the purposes of the State of Tennessee only the following shall apply:

RNL shall not receive donations on behalf of Client, does not have access to the funds raised and does not make deposits to and does not have signature authority with, or any other authority over, Client's bank accounts.

- xv. For the purposes of the State of Vermont only the following shall apply:

Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

RNL shall not restrict in any way the use by Client of the list of donors to the campaign.

In the event the MSA or any Statement of Work is terminated or ended prior to the End Date by operation of the provisions of this Regulatory Attachment, then the MSA or Statement of Work shall automatically renew for a term ending on the End Date, unless otherwise terminated in accordance with the MSA or Statement of Work.

In all other respects not specifically modified by this Appendix the existing agreement dated Start Date, shall remain in full force and effect.

TXST: Extension of Grande Communications Agreement

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

Texas State University be authorized to enter into an agreement for cable television and other entertainment and data services, delivered by electronic means with Grande Communications Networks, LLC, for the five-year period of September 1, 2017, through August 31, 2022, in the amount of \$222,843.

Explanation

Texas State requests authorization to enter into an agreement with Grande Communications Networks, LLC, to provide cable television and other entertainment and data services to the University. The current agreement with Grande ends August 31, 2017. Per the original Agreement, Texas State has the option to renew and renegotiate for an additional five-year term. Texas State will continue to receive other value added services at no cost, such as dark fiber service to the Science, Technology, and Advanced Research (STAR) Park and the University Distribution Center.

The source of funds is the Network Operations service center. Costs will then be passed through to the departmental accounts.

Grande Communications Service Agreement

ADDENDUM ONE - EXTENSION

This addendum modifies and extends the agreement (Agreement), dated September 1, 2012, between Texas State University, formally known as Texas State University – San Marcos (TxSt) and Grande Communications Networks, LLC (Grande) for provision of Services (as defined in the Agreement) to Texas State University.

1.01. Contract Extension.

1.01.1. The Agreement expires on August 31, 2017.

1.01.2. This addendum extends the Agreement for an additional 5-year term, which shall expire on August 31, 2022, per paragraph 6.01 of the Agreement.

1.01.3. During the term of this extension, all aspects of the Agreement shall remain in full force and effect, except those specifically modified in this addendum.

1.02. Rates. The bulk services rate specified in Exhibit "A", Section "A" of the Agreement shall no longer be effective during the term on this extension. During the term of this extension, the new rate shall be \$14.51 per outlet per month.

1.03. Other Services. Section "D" in Exhibit "A" will no longer be effective during the term of the extension.

1.04. Courtesy Services. Section "E" in Exhibit "A" will no longer be effective during the term of the extension, and is hereby deleted.

1.05. Value Added Services. Section "F.a" in "Exhibit A" will no longer be effective during the term of the extension, and is hereby deleted.

1.06. No Minimum Quantity. The requirement specified in Exhibit A of the Agreement, Section A, that "the total number of units cannot be less than 2,500 in one semester," shall be considered null and void. Grande shall bill TxSt for the actual number of active units in service with no minimum.

1.07. Communications Services. Grande currently provides dark fiber service between the Texas State University Campus and the University Distribution Center that is not documented in the Agreement, but shall be hereby added to the Agreement as follows.

1.07.1. In addition to the "Value Added Services" specified in Exhibit A, Section F of the Agreement, Grande agrees to continue providing one (1) pair of single mode

dark fiber between the Texas State University San Marcos campus and the University Distribution Center located at 305 River Ridge Parkway, San Marcos, TX, at no charge for the term of this extension.

1.08. Digital Terminal Adapters. Grande agrees to provide TxSt with digital terminal adapters at no charge at each bulk outlet affected by a conversion from analog cable to digital cable, which would require a set top box during the term of this extension.

1.09. Indemnity. Section 10.02 of the Agreement shall be deleted in its entirety and replaced with the following:

"10.02. Indemnity. Grande will and does hereby agree to indemnify and hold TxST, the Texas State University System and their regents, officers, employees, representatives and agents harmless from all claims by any person or entity, arising out of, caused by, or resulting from Grande'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 Grande, anyone directly employed by Grande, or anyone for whose acts Grande may be liable.

To the extent permitted by Texas law, TxST will and does hereby agree to indemnify and hold Grande, their employees, officers, directors, representatives, and agents, harmless from all claims arising out of, caused by, or resulting from TxST's performance under or breach of this Agreement and that are caused in whole or in part by any negligent acts, omissions or willful misconduct of TxST, anyone directly employed by TxST, or anyone for whose acts TxST may be liable. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses.

1.10. General Provisions. The following provisions shall be added to the end of Section 12.
General Provisions:

12.07. Public Information. TxST 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. Grande is required to make any information created or exchanged with the state pursuant to this Agreement that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

12.08. Nondiscrimination: In their execution of this Agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall

comply with all federal, state, TxST and The Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this Agreement.

12.09. Background Checks.

Grande will provide representation that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

1. Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students;
2. Criminal history checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by TxST;
3. Grande will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Grande will not knowingly assign any individual to provide services on TxST's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.
4. Upon request, Grande will provide TxST a letter signed by an authorized representative of Grande certifying initial and continued compliance with this Section as new personnel is added.

12.10. Eligibility Certifications. Pursuant to Sections 2155.004 and 2155.006, Texas Government Code, Grande 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.

12.11. Representations and Warranties by Grande. Grande 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 Grande has been duly authorized to act for and bind Grande.

12.12. Payment of Debts Or Delinquency To The State Of Texas. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Grande agrees that any payments owing to Grande under this Agreement may be applied directly toward any debt or delinquency that Grande 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.

12.13. Franchise Tax Certification. If Grande is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Grande certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Grande is exempt from the payment of those taxes, or that Grande is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

12.14. Products And Materials Produced In Texas. If Grande will provide services under this Agreement, Grande covenants and agrees that, in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Grande 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.

12.15. Loss of Funding. Performance by TxST 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") 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, or funding is not available through a Sponsored Program Funding Agency, then TxST will issue written notice to Grande and TxST may terminate this Agreement without further duty or obligation hereunder. Grande acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TxST.

12.16. Right To Audit; Independent Audits. Grande 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. Grande 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. Grande's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize TxST and the State of Texas to assess immediately appropriate damages for such failure. Grande 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. Grande shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Grande 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 reasonably relevant to the investigation or audit.

12.17. Ethics Matters, No Financial Interest. Grande and its employees, agents, representatives and subcontractors have read and understand TxST's Conflicts of Interest Policy available at <http://www.txstate.edu/effective/upps/upps-01-04-02.html>, The Texas State University System Rules and Regulations, Chapter VIII, and applicable state ethics laws and rules, including Senate Bill 20 (84th Texas Legislature, 2015). Neither Grande nor its employees, agents, representatives or subcontractors will assist or cause TxST employees to violate TxST's Conflicts of Interest Policy. Grande 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.

12.18. Ethics Provision: Grande acknowledges that the Texas Government Code, Sections 2261.251(a) and 2261.252, requires an initial determination in this higher education contract that no Texas State University System Regent, the Chancellor, Vice Chancellor and General Counsel, the TxST President or Director of Procurement has a 1% interest (or other interest prohibited by law) in Grande or any affiliated company. The Parties also assert that this Agreement complies with Texas Government Code, Section 2252.908 which requires a business entity to submit a Disclosure of Interested Parties (Disclosure), as prescribed by the Texas Ethics Commission, to the government entity (TxST) at the time the signed contract (or amendment) is submitted. Within thirty (30) days after the Disclosure is filed, TxST will file a copy of the Disclosure with the Texas Ethics Commission.

12.19. Compliance With Law. Grande 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. Grande represents and warrants that neither Grande nor any firm, corporation or institution represented by Grande, 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 Grande's response to TxST's procurement solicitation to any competitor

or any other person engaged in a similar line of business during the procurement process for this Agreement.

12.20. Access By Individuals With Disabilities. Grande represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to TxST (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 Grande becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Grande represents and warrants that it will, at no cost to TxST, 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 Grande fails or is unable to do so, then TxST may terminate the Agreement upon thirty (30) days written notice to Grande, and Grande will refund to TxST all amounts TxST has paid to Grande for any periods after the effective date of termination, within thirty (30) days after the termination date.

All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508.

Grande agrees to protect, defend, and save TxST, its elected and appointed officials, agent, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Grande's employees or third parties on account of bodily and personal injuries, death, damage to property arising out of services performed by Grande (or omissions of services) or in any way resulting from the acts or omissions of Grande and/or its agents, employees, representatives, assigns, subcontractors, except to the extent caused by the negligence of TxST under this Agreement with regard to 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), United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA

ATTEST:

Grande Communications Networks, LLC



Secretary

Vice President & General Manager

Seal (if incorporated)

Date: 7/25/17

THE TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President Denise M. Trauth, Ph.D.
Texas State University

Date

Chancellor Brian McCall, Ph.D.
The Texas State University System

Date

Approved as to legal form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on August 18, 2017 at Alpine, Texas.

The Honorable Rossanna Salazar
Chairman of the Board

Date

Grande Communications Service Agreement

This agreement, dated _____, 2012, is between Texas State University-San Marcos (Texas State) and Grande Communications Networks LLC. (Grande).

1. Background

- 1.01. Grande operates an integrated broadband communication network and holds a Texas State-Issued Certificate of Franchise Authority (SICFA) that is used in connection with that network, which may be amended from time to time.
- 1.02. Texas State is the owner of a university campus and has requested Grande to provide certain services to it and the residents on its campus. This agreement's purpose is to set forth the terms of the agreement between the parties respecting those services.

2. Definitions

- 2.01. The term "Franchise" refers to the current SICFA granted to Grande by the State of Texas, as well as all amendments, extensions, renewals and replacement of that SICFA. The term includes any other of Grande's rights to provide cable television services to the residents of the Premises.
- 2.02. The term "Premise" refers to Texas State's campus at 601 University Drive in San Marcos, Texas, and to buildings off campus that Texas State owns or controls. The term also includes Texas State's residential housing units designated on Schedule 2.
- 2.03. The term "License" means the designated right-of-way that Texas State grants to Grande under Section 3.01 below.
- 2.04. The term "Services" means those cable television and other entertainment, data and voice services, delivered by electronic means, which Grande elects from time to time in its discretion and with Texas State's approval to offer to residents of the Premises.
- 2.05. The term "Services Delivery System" includes all facilities and equipment of any nature, which are used to provide Services and which are currently on the Premises of which may be installed during the initial term of this Agreement or any extensions thereof. The term includes other equipment installed from time to time in the future, which are necessary or desirable to make Services available to the residents of the Premises.
- 2.06. The term "Bulk Services" means multi-channel video programming subscribed to by Texas State, listed on the Schedule 1 attached to Exhibit A.
- 2.07. The term "License Purposes" means the purposes set forth in Section 3.01.
- 2.08. The term "Agreement" means this document, which includes the bulk rate agreement and parallel exhibits and schedules.

3. License

- 3.01. **Grant of License.** For not less than the term of this Agreement, together with any and all extensions thereof, Texas State grants and conveys to Grande, its successors and assigns, a license and right-of-way in, on, over, under, through, and across mutually designated portions of the Premises for the purposes of:
- 3.01.1. Providing Services.
 - 3.01.2. Designing, installing, upgrading, maintaining, repairing, relocating, removing, and replacing the Services Delivery System.
 - 3.01.3. Marketing and selling the Services to the resident of the Premises, by mail, telephone, or other means of distribution and solicitation, as approved by Texas State's Residence Life Office, but does not include door to door unit solicitations.
 - 3.01.4. Collecting amounts due on account of the sale of the Services and other goods and services sold by or through Grande in connection with the sale of Services to residents of the Premises.
- 3.02. **No Conflicting Licenses.** Texas State agrees not to grant other licenses affecting the Premises if they would unreasonably interfere with the use and enjoyment of the License by Grande for the License purposes. Texas State also agrees that neither Texas State, nor any other person other than Grande and persons designated by Grande, shall have the right to use, operate, repair, or replace the Services Delivery System.
- 3.03. **Service to Residents.** Texas State grants to Grande the right to offer, market by both on-and off-site means, and to deliver Services to residents of the Premises throughout the term of this Agreement and any extensions or renewals. Subject to Texas State's timely review and prior approval of Grande's engineering plan, Texas State agrees that, pursuant to paragraph 5.03, Grande shall have the exclusive right to use the Services Delivery System, as well as any and all other presently existing equipment, facilities, antennas, pipes, conduits, cables, poles, and wires on the Premises, which may be useful to Grande for such purposes. Additionally, during the initial term of this Agreement, together with any and all extensions thereof, Texas State grants to Grande the exclusive right to offer and deliver cable television services and the non-exclusive right to offer data services to residents of the Premises, subject to applicable laws.
- 3.04. **Access to Residential Units.** Subject to reasonable procedures established by Texas State, upon the reasonable request by Grande, and provided permission has been granted by the resident, Texas State agrees to provide Grande's employees, agents and contractors access to any residential unit or other area of the Premises. Grande may make such request at any time, and from time to time, during the term of this Agreement and any extensions or renewals, and for 90-day period following the expiration of the term of this Agreement and any extensions or renewals. Each time Grande makes such request, Texas State agrees to cause Texas State's employees, agents and contractors responsible for the daily operation or management of the Premises to accompany the employees, agents and contractors of Grande during any such entry. Notwithstanding the foregoing and without permission being granted by the resident, Texas State agrees to provide Grande's representatives access to any residential unit or other area of

the Premises in the event of a service interruption, degradation, signal leakage, maintenance or service upgrades. Such entry will be for the specific purposes of correcting any such service interruption or degradation, or to perform such maintenance or service upgrades.

- 3.05. **Other Access.** Upon request, Texas State shall arrange for Grande to have reasonable access to Texas State's property so that Grande can become acquainted with the conditions for performing under this Agreement. Further, Texas State shall promptly provide such access and assistance as Grande shall reasonable require, to begin construction and complete all preparations necessary to deliver service by 9/1/2012 as required by paragraph 4.03. Failure to provide prompt access and assistance could delay Grande's ability to deliver service by the above date. Grande's employees and subcontractors shall cooperate and coordinate with other contractors working in the same or nearby areas.
- 3.06. **Observing Rules.** As Grande is an independent contractor, when Grande employees or subcontractors are on Texas State's property, they must observe all applicable regulations, especially those pertaining to traffic and conduct. Grande may obtain these regulations of the University Police Department. Texas State's president, or a designee, may require Grande to remove any person from the campus, which Grande causes to be on campus that, in his or her judgment, poses a danger to health or safety. AT A MINIMUM THE FOLLOWING UNIVERSITY POLICIES SHALL APPLY TO A CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS 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.

4. Services Delivery System

- 4.01. **System Described.** Texas State shall review and approve Grande's construction drawings and specifications within ten (10) business days after receipt. Subject to Texas State's review and approval of construction drawings and specifications, Grande will design, construct, install, Upgrade, modify and maintain the Services Delivery System using its own employees, or third party contractors and agents, or both, as follows:
- 4.01.1. Install new fiber optic and coaxial cable on Texas State's campus as required to provide services detailed in Exhibit A to new and existing facilities. The fiber installation will include stands of copper to power the System. All circuits will be grounded, if applicable.
 - 4.01.2. Place cable drops in the residence halls, in compliance with University standards, by installing fiber as close to rooms as possible, converting the signal to electronics, with Optical Network Units (ONU's), and running coaxial paths to rooms. No amplifiers or splitters will be used on coax runs. All amplification will occur on fiber paths. Within buildings, no equipment, other than wiring, will be installed or located outside equipment rooms or communications closets.

- 4.02. **Property Damages.** If any activities by Grande, or its agents and contractors, damage the Premises, or resident property, Grande will restore or repair that damage as near to original condition as reasonable possible. If Texas State or its agents or contractors damage or destroy the Services Delivery System, then Grande will repair or restore the damaged part at Texas State's expense.
- 4.03. **System Documentation.** Upon completion of initial and any subsequent upgrades, Grande will provide Texas State detailed maps (provided in a CAD format) of all fiber and complete documentation on the internal coaxial cable runs associated with Services Delivery System.
- 4.04. **Standards and Power.** Grande will operate and maintain the Services Delivery System in accordance with applicable governmental requirements and compatible industry standards. Grande will provide power supply for amplification and other electronic needs. Grande will notify Texas State in a timely manner (but at least within 60 days) of any franchise amendments, which require upgrades to engineering standards.
- 4.05. **Residential Building Closings.** If, during the normal course of business, Texas State plans to shut down a residential building for maintenance or renovation for more than six (6) months, Grande, at the request of Texas State, will discontinue service to that building and remove corresponding outlets from billing until completion of maintenance or renovation; provided, however, that at no time during the term of this Agreement shall Texas State be liable for less than 2500 connections. Grande will extend plant and services, including pre-wiring, to all private residential housing units on Premises during the term of this Agreement.
- 4.06. **Rates.** Bulk rates to be charged to Texas State for the Services provided under this Agreement shall be in accordance with Exhibit A. Except as stated otherwise in this Agreement, all of the revenues derived from providing basic bulk services to Texas State and the residents of Premises are the sole property of Grande. Data, local telephone, and premium channel monthly revenues will be shared with Texas State in accordance with the services and rates in Exhibit B.
- 4.07. **Services to Other Properties.**
- 4.07.1. The parties agree that Grande will provide the same Bulk Services that are contemplated in this Agreement and provided to the Premises, to certain apartment properties that are now, or may be in the future, owned and operated by Texas State. This Agreement extends to those privately owned and operated properties with which Texas State has contracted for the provision of student, faculty, or employee housing whether these properties are on the Premises or not. The apartments that are currently owned by Texas State are listed in Schedule 2.
- 4.07.2. Texas State recognizes Grande's need for individual service agreements to be executed for off-campus apartments so that Grande shall have specific documented rights and licenses in order to provide services and maintain the Services Delivery System at each such property in a manner consistent with the franchise. Texas State agrees to work in good faith with Grande to provide for such separate service agreements, the content of which will not vary significantly from this Agreement, for each off-campus apartment, as Grande may require.

- 4.07.3. Texas State may add off-campus apartments to the bulk services and related billing as such properties are acquired by Texas State subject to the right of Grande to decline service and subject to the right of Grande to require reasonable conditions for connection including a minimum thirty-six (36) month term for any property added to this Agreement. If any of the University-owned apartments are sold during the term of this Agreement, Texas State acknowledges that it must delete them from these same Bulk Services and related billing. Each change to the properties included in Bulk Services will be implemented by delivery of written notice from Texas State to Grande.
- 4.08. Service Calls. Grande will respond to service calls and make corrections to service problems in a timely manner, consistent with Franchise standards, but no later than 24 hours from the time of Grande receiving a service call reporting a service outage. All other service calls will be answered within 48 hours of service outage. All other service calls will be answered within 48 hours of Grande's receipt of notice. When service to a customer is interrupted, Grande will issue credit to the customer in accordance with Grande's standard service credit policy.
- 4.09. Data Services: University-Owned Apartments. Grande acknowledges that Texas State may elect at any time during the life of this contract to allow Grande to provide data services to the university-owned apartments described in paragraph 4.07 above on a 10% revenue sharing basis; provided further that Grande shall not be required to provide such service unless mutually acceptable terms are negotiated between Grande and Texas State. Grande also acknowledges that Texas State may elect to provide data services to these complexes via the Texas State local area network or other methods.

5. Ownership of Services Delivery System

- 5.01. Home Run Wiring. Grande and Texas State intend that this Agreement govern the disposition of Home Run wiring as that term is defined by the FCC as of the effective date of this Agreement.
- 5.02. Termination of Ownership. Upon contract termination, all fiber and coaxial cables installed by Grande on the Texas State campus during the term of this agreement will be Texas State's sole property. Grande will retain ownership of all electronics without limitation, including the Remote Digital Terminal (RDT) and the Optical Network Units (ONU's). Any equipment, hardware, software, fiber and cable of any kind installed by Grande, other than on the Texas State campus as it is configured as of the effective date of this Agreement, shall be the sole property of Grande.
- 5.03. Possession During Agreement's Term. During the term of this Agreement, Grande shall have the sole right to possession of and dominion and control over: (1) the Services Delivery System and (2) all other property placed or currently used on the Premises by Grande. Grande shall have reasonable use of any equipment, facilities, antennas, pipes, conduits, poles, cables and wires on the Premises on the date of this Agreement that Grande will use to deliver Services under this Agreement.

6. Term and Termination

- 6.01. **Term, Construction Schedule, and Service Availability.** The service term shall begin on September 1, 2012, the date on which Grande shall provide bulk services via existing on-campus network to campus housing; Grande shall complete all on-campus building to building construction no later than September 1, 2012; Grande shall provide inside wiring in all on and off campus residential buildings included in the Agreement by no later than September 1, 2012. The term of this Agreement shall expire on August 31, 2017. At the expiration of the initial five-year term, this Agreement may, upon Texas State's recommendation and Board of Regents' approval, be extended for one additional five-year term subject to renegotiation or verification as to the then current market pricing. The Parties will begin contract renewal negotiations at least 90 days prior to the date of the contract termination.
- 6.02. **One-Year Extensions.** Upon Texas State's recommendation and the Board of Regents' approval, at the expiration of the second five-year term, this Agreement may nevertheless remain in effect for successive periods of one year. Such affirmative request must be filed in writing and approved by the vendor; otherwise the Agreement will terminate at the end of the then current term, without vendor recourse. The termination of this Agreement shall not affect the rights and obligations of Texas State and Grande, which survive this Agreement.
- 6.03. **Early Termination by Grande.** If Grande determines that offering or providing Services to the Premises has become impracticable for legal, economic, or regulatory reasons, then Grande may terminate this Agreement as to any or all Services by giving Texas State one hundred eighty (180) days prior written notice of such determination. If Grande or its successor fails to retain a Franchise, title to the Services Delivery System, exclusive of electronics, shall pass to the University. If Grande exercises early termination during the initial five-year term, Grande will pay Texas State \$60,000 as liquidated damages for lost revenue and expenses associated with initiating a new Cable RFI process.
- 6.04. **Early Termination by Texas State.** If Texas State does not receive funding for Services described in Exhibit A or decides that it is in Texas State's best interest to discontinue offering Bulk Services to its residential units, Texas State may terminate the Bulk Services part of this Agreement by giving Grande at least one hundred eighty (180) days written notice. If the Bulk Services are terminated during the initial five-year term, Texas State recognizes Grande's ongoing investment in infrastructure and agrees that Grande shall have the exclusive right to offer residents of Texas State the opportunity to subscribe to the cable services individually for the remainder of the term of this Agreement. Such continued Service shall be subject to Grande's standard terms and conditions.
- 6.05. **Material Breach.** Notwithstanding provisions in section 6.04, Texas State may terminate this Agreement if Grande fails to perform or observe any material term or obligation contained in this Agreement, and any such failure remains uncorrected for sixty (60) days after receiving written notice of such failure from Texas State. Grande's failure to cure the conditions cited in the written notice within 60 days may result in Texas State terminating the Agreement without penalty.

7. Financial Terms

- 7.01 **Terms in Exhibit A.** The financial terms between Grande and Texas State are set forth on Exhibit A, which is attached to this Agreement and signed by representatives of Texas State and Grande for identification with this Agreement. The provisions of Exhibit A are incorporated in this Agreement the same as if written in this Agreement at this point.
- 7.02 **Tax Exemptions.** As a State institution of higher education, Texas State is exempt from all State sales and use taxes, Federal excise taxes, and Federal franchise taxes. All bulk rate services set forth in Exhibit A reflect these exemptions and represent the net amount due under the bulk rate provisions of this Agreement.

8. Assignment

- 8.01. **Assignment.** Subject to Texas State's review and approval, which shall not be unreasonably withheld, Grande may assign all or any portion of its interest in this Agreement. Grande may delegate all or any portion of its duties and obligations under this Agreement to any parent, affiliate, successor or subsidiary organization or company provided that the assignee assumes Grande's obligations that are related to the interest assigned.
- 8.02. **Subsequent Owners.** Texas State covenants that it shall require the License and the other rights and interests that Texas State has granted to Grande in this Agreement to be obligations and duties of any and all subsequent owners and others who may claim any interest in or the Premises or any portion of the Premises during the initial Term and any extension of this Agreement. Specifically, the sale or initial Term and any extension of this Agreement. Specifically, the sale or transfer by Texas State of ownership or control of any university owned or controlled housing prior to the expiration of the initial term or any extension thereof shall preserve the rights of Grande to offer its Services under the terms and conditions of this Agreement.

9. Notices

- 9.01. **Notices.** The notices that are required or permitted to be given under this Agreement must be in writing. They may be given in person or by U.S. Postal Service delivery by certified mail, return receipt requested. The proper addresses to use in sending any such notice to Texas State or Grande are set forth below. Either party can change their respective addresses at which to receive notices under this Agreement by providing the other party a written notice, which contains the new address to which such notices are to be sent.

Texas State University-San Marcos
ATTN: Jose Rodriguez
J.C. Kellam, Suite 783
San Marcos, TX 78666

Texas State Address for Notices

Grande Communications Networks, LLC
ATTN: Mike Carrillo
401 Carlson Circle
San Marcos, TX 78666

Grande Address for Notices

10. Insurance and Indemnity

- 10.01. **Insurance.** Grande will procure and maintain during the term of this Agreement public liability and property damage insurance to cover sums that either party becomes obligated to pay arising from this Agreement. The policy will be primary and name Texas State, Texas State University System (TSUS), TSUS Regents, and their employees as additional insured and will provide for the defense of Texas State in the event of suit or other claims for damages. The policy will be in the minimum amounts of \$250,000 for bodily injuries, including accidental death, to any one person, \$500,000 for any one accident, and \$100,000 for damage to property, or such other amount as may in the future represent the limits of the State's waiver of immunity. Contractor will furnish Texas State proof of this insurance before the beginning of the term of this Agreement.
- 10.02. **Indemnity.** Each Party will indemnify and hold the other Party and those acting on its behalf, including volunteers, agents, and employees, harmless from all claims for injury to or death of any person or damage to property arising from each Party's obligations under this Agreement, as permitted by applicable law.

11. Campus Channels

- 11.01. **Campus Channel.** Grande will provide at least one channel accessible by subscribers of the cable television service for Texas State's announcements and information relative to the premises ("Texas State Campus Channel"). The Texas State Campus Channel will be subject to any applicable governmental regulatory authority. Grande may assign and change the location of these channels due to technical or programming concerns. Grande shall make every effort in good faith to provide Texas State with sixty (60) days, and in no case less than thirty (30) days, notice prior to reassignment or relocation of these channels. Texas State will be solely responsible and liable for the content, programming, maintenance, and management of any such channel. Grande and Texas State shall jointly develop an emergency notification system for the cable television service on the Texas State Campus Channel.
- 11.02. **Educational Programming.** Grande acknowledges the positive value to the San Marcos community of the educational programming provided by Texas State through the education access channel, as currently seen on channel 19. Grande affirms its support of and cooperation with the City of San Marcos in the City's designation of Texas State to program the education access channel. Grande further acknowledges that throughout the term of this Agreement and its franchise, and any renewals thereof, it will continue to fully cooperate with the City of San Marcos in presenting the programming produced by Texas State on an education access channel on Grande's cable system in San Marcos.
- 11.03. **PEG Channel.** If the City of San Marcos awards the current Public, Education, and Government (PEG) access channel to an entity other than Texas State, Grande will make room on its channel roster, channel space permitting, to allow Texas State to continue offering educational access.

12. General Provisions

- 12.01. **Force Majeure.** Neither party is required to perform its obligations under this Agreement if prevented from doing so by acts of God, restrictions by governmental authority, weather, or any other cause not reasonably within the control of the parties.
- 12.02. **Only Agreement and Amendments.** This is the only Agreement of the parties respecting this subject, and it supersedes any prior written or oral agreements between the parties regarding this subject. The parties may not amend this Agreement except in writing, dated after the date of this Agreement and signed by each party's representative.
- 12.03. **Applicable Law.** The parties will construe this Agreement under the laws of the State of Texas and will perform all their obligations in Hays County, Texas.
- 12.04. **Severability.** If for any reason a provision of this Agreement is held to be invalid or unenforceable, that decision shall not render invalid the remainder of this Agreement or the application of that provision to any other facts or circumstances arising under this Agreement.
- 12.05. **Dispute Resolution.** In accordance with Government Code Chapter 2260, the parties agree to initially use the dispute resolution process set forth herein.
- a. A Provider's claim for breach of this contract 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:
 1. Provider shall submit written notice, as required by Subchapter B, to the University's named representative set forth in this contract for receiving contract notices.
 2. This notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked.
 3. A copy of the notice shall also be given to all other named representatives of University and Provider otherwise entitled to notice under the parties' contract.
 4. Compliance by Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
 - b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is Provider'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.
 - c. 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 this contract by University nor any other conduct of any representative of University relating to the contract shall be considered a waiver of sovereign immunity to suit.

- d. The submission, processing and resolution of Provider'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.
- e. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Provider, in whole or in part.
- f. 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 named representative for receiving all notices.

12.06. Exhibits. Exhibit A, B, C and Schedules 1 and 2 are attached to this Agreement and are incorporated into this Agreement for all purposes.

ATTEST:

Grande Communications Networks LLC

Firm or Agency

Stephen K. Knowse

Secretary

VICE PRESIDENT FINANCE

[Signature]

Principal

PASSION

TEXAS STATE UNIVERSITY-SAN MARCOS

Examined, Approved, and Recommended:

[Signature]

President

Texas State University-San Marcos

ATTEST:

[Signature]

Chairman, Local Committee

[Signature]
Chancellor
The Texas State University System

[Signature]

Chairman, Board of Regents

The Texas State University System

**Exhibit A
Financial Terms of Agreement
Covered by Service Agreement**

Bulk Services

- A. **Bulk Services.** Texas State shall provide to the residents of the buildings described in Schedule 2, the multi-channel video programming, listed on Schedule 1 attached to this Exhibit, and any other Services listed below (such multi-channel video programming and any other listed Services being collectively called "Bulk Services"), which are delivered to Texas State by Grande under this Agreement. Texas State agrees that Grande may add to, delete, move in channel position, change or alter the Bulk Services from time to time at the discretion of Grande. Texas State agrees to pay to Grande during the service term from 9/1/2012 until 8/31/2017, \$7.69 per unit per month for all units described in Schedule 2, regardless of occupancy status (notwithstanding provisions set forth in 4.05).

Grande shall bill in advance for the Services to Texas State two times per year (approximately 9/1 and 3/1), detailing the number of units and amount per applicable building name. No later than 30 days prior to the next scheduled semester billing date, Texas State shall provide notice to Grande of any addition or deletions in the number of units to be active for the next semester, regardless of occupancy. All units will be considered active unless Texas State notifies Grande of units to be deactivated, except the total number of active units cannot be less than 2,500 in any one semester. In the case of a credit, the credit should be applied directly to the building. The amount due for the Services in a given semester shall be due and payable within 30 days after receipt.

- B. **Bulk Term.** While the term of this Agreement and any extensions or renewals is stated in Section 6 of this Agreement, the period of time during which the obligations of Texas State and Grande stated in paragraph A above shall be in effect commences on 9/1/2012 of this Agreement and continues until such obligations expire as stated in paragraph A (which period of time such obligations are in effect is called the "Bulk Service Term" in this Agreement). The Bulk Service Term expires when one of the following events first occurs: (1) the termination of the term of this Agreement and any extensions or renewals as stated in Section 6 of this Agreement, (2) the fifth anniversary of the date of this Agreement unless Texas State has given Grande a written notice of contract extension, (3) immediately and without further notice, if Texas State fails to pay any amount owed to Grande under paragraph A above within thirty (30) days following written notice by Grande to Texas State that such amount owing is due and remains unpaid, or (4) if either party exercises early termination options outlined in Section 6. Following the early termination of the Bulk Service Term under section 6.04, Grande shall have the right to deliver Services directly to the residents of the Premises as stated in section 6.04, for the remainder of the then current term of this Agreement and provisions of section 4 of this Agreement shall continue to be applicable during the remainder of the then current term of this Agreement.
- C. **Premium Cable TX and Other Services with Revenue Sharing.** As outlined in Exhibit B, during the Bulk Service Term, Grande has the right to provide and sell any other Services (those Services which are offered by Grande and not provided to residents through the Bulk Services) to the residents of the Premises that the individual residents may request. Grande shall have the right to charge such residents for any such other Services provided by Grande to such requesting resident at such rates as Grande may from time to time establish. The monthly rates for the Services in Exhibit B (plus

applicable taxes and fees, including franchise fees) are payable to Grande for delivering other Non-Bulk Services to students.

Revenue Sharing. Grande agrees to provide Texas State annual payment by August 31st amounting to 10% of Grande's net collected revenue generated from sales of premium cable TV, pay-per-view, data and voice services to residents of premises covered under the Bulk Services Agreement for the period of August 1 through July 31 of the previous year. Grande agrees to annually provide an auditable summary of all such sales to Texas State at the time that revenue sharing payments are made.

- D. **Other Services.** In addition to the Services defined in Exhibit B, during the Bulk Service Term, initial term and any extensions or renewals, Grande may provide additional services to Texas State as listed below:
- a. **Advertising.** Each year during the term of the Agreement, Grande shall produce and run a thirty-second commercial for Texas State on cross channel time.
 - b. **Bill Stuffing.** Each year during the term of the Agreement, Grande shall include a "bill stuffer item" in its mailings to all Grande customers in its retail service area. Texas State shall bear the cost of producing the bill stuffer item.
 - c. **Banner Ad.** During one month of each year during the term of the Agreement, Grande shall display a Texas State banner on Grande's web page, including a hyper-link to Texas State's web page. The content and presentation of such banner is subject to Grande's approval.
 - d. **Technical In-Service Program Access.** Grande agrees to provide Texas State's technical staff access to vendor's technical in-service training programs under conditions to be cooperatively negotiated.
- E. **Courtesy Service.** Grande agrees to provide to the Premises, at no charge to the University:
- a. Basic cable television service (those basic services viewable without a signal converter) to one lounge location in each of a residential building's common areas.
 - b. Basic cable television service (those basic services viewable without a signal converter) to any exercise equipment (such as treadmills, elliptical trainers, and stationary bicycles) with integrated television displays located in the Student Recreation Center.
- F. **Value Added Services.**
- a. **Emergency Alert System "EAS".** Grande agrees to provide to the Premises, at no charge to the University, an EAS solution. The EAS solution will override "normal programming" to allow emergency notifications. "Normal programming" shall be defined as analog only.
 - b. **Bobcat Stadium Diverse Cable Path.** Grande agrees to provide to the Premises, at no charge to the University, a pair of single mode dark fiber to add a diverse connection from the Main Campus to Bobcat Stadium. Ownership and maintenance will be the sole responsibility of the

University. Any needed access to existing fiber closure on Grande's network will require the University to notify and schedule prior to the work being performed.

- c. **Center for Research and Commercialization.** Grande agrees to provide to the Premises, at no charge to the University, a pair of single mode dark fiber to connect the main campus and the new Center for Research and Commercialization. Ownership and maintenance will be the sole responsibility of the University. Any needed access to existing fiber closure on Grande's network will require the University to notify and schedule prior to the work being performed.
 - d. **Fiber Plant Improvement – Area A.** Grande agrees to provide to the Premises, at no charge to the University, a pair of single mode dark fiber to add an additional underground path along RR 12 between Smith House and the Recycling Center. Ownership and maintenance will be the sole responsibility of the University. Any needed access to existing fiber closure on Grande's network will require the University to notify and schedule prior to the work being performed.
 - e. **Fiber Plant Improvement – Area B.** Grande agrees to provide to the Premises, at no charge to the University, a pair of single mode dark fiber to add an additional path along Academy and Lindsey Streets between San Marcos and San Jacinto Hall. Ownership and maintenance will be the sole responsibility of the University. Any needed access to existing fiber closure on Grande's network will require the University to notify and schedule prior to the work being performed.
 - f. **Fiber Plant Improvement – Area C.** Grande agrees to provide installation of conduit and fiber according to the construction pricing schedule provided in Exhibit C.
 - g. **Multimode Fiber Replacement.** Grande agrees to install single mode fiber to upgrade buildings on campus that are currently connected with multimode fiber. Where Conduit space is available Grande will rod/clear/place fiber provided by the University. Grande will cover the first \$5,000 of labor cost associated with this project. The cost structure over the \$5,000 will be covered at Texas State expense. Grande will provide mule tape \$0.35 per foot plus fiber cables pull at \$0.73 per foot (composite \$1.08 per foot).
- G. **Right to Audit.** Grande will have the right to audit all active outlets during the term of this Agreement, notifying the University of discrepancies that would impact billing arrangements under Exhibit A.

Schedule 1-1

Texas State University Channel Line Up

Basic Cable	Expanded Cable
2 KTBC (FOX)	26 Lifetime
3 KVUE (ABC)	27 Oxygen
4 KXAN (NBC)	28 ESPN
5 KEYE (CBS)	29 Longhorn Network
6 KENS (CBS San Antonio)	30 ESPN2
7 TV Guide Channel	31 Fox Sports Net SW
8 HSN	32 Speed Channel
9 KLRU (PBS)	33 The Golf Channel
10 KSAT (ABC San Antonio)	34 National Geographic Channel
11 WOAI (NBC San Antonio)	35 Disney Channel
12 KNVA (CW)	36 Nickelodeon
13 KTFO (TeleFutura)	37 Hallmark Channel
14 QVC	38 ABC Family
15 Austin Telemundo	39 Animal Planet
16 SMAC Government Access	40 Cartoon Network
17 TxSt Campus Ch. (TxSt only)	41 Discovery Channel
18 KBVO (MNTV)	42 TLC
19 Texas State	43 MSNBC
20 KAKW (Univision)	44 CNN
21 C-SPAN	45 CNN Headline News
22 WGN America	46 CNBC
24 Local Weather	47 Fox News Channel
25 Special Events	48 The Weather Channel
139 Jewelry TV	49 A&E
173 KLRU Create	50 USA
190 Daystar	51 TNT
191 EWTN	52 TBS
192 INSP	53 FX
193 Word Network	54 TCM
194 TBN	55 AMC
271 Estrella TV	56 Bravo
272 KVUE Weather	57 History Channel
274 Telemundo	58 Travel Channel
283 Create	59 OWN
284 KLRU-Q	60 Food Network
285 V-me	61 HGTV
287 Cool TV	62 BET
288 KCWX2 - This TV	63 EI
290 KTFO-DT	64 Syfy Channel
300 KADF	65 truTV
	66 Spike TV
	67 Comedy Central
	68 TV Land
	69 Galavision
	71 Great American Country
	72 VH1
	73 CMT
	74 MTV

Schedule 1-2

Premium Line Up and Pricing

Premier TV - \$24.99	158 Ovation	Hallmark Channel
• Basic Cable	160 Military Channel	837 HD
• Expanded Cable	Investigation	838 ABC Family HD
• Premier Pak	161 Discovery	839 Animal Planet HD
• Music Choice (channels 504-549)	162 The Science Channel	840 Cartoon Network HD
• Video On Demand (mix of free and pay content)	163 Biography	Discovery Channel
• Digital Receiver	164 History International	841 HD
1 On Demand	165 BBC America	842 TLC HD
100 The Hub	166 Nat Geo Wild	843 MSNBC HD
101 Boomerang	167 G4	844 CNN HD
102 Nick Jr.	168 nuvoTV	CNN Headline News
103 Teen Nick	169 mun 2	845 HD
104 Nick Toons	171 Chiller	846 CNBC HD
105 Disney XD	172 Logo	Fox News Channel
107 Sprout	174 GSN	847 HD
108 GMC	175 CLOO	The Weather
119 C-Span 2	181 MTV2	848 Channel HD
120 CNBC World	182 VH-1 Soul	849 A&E HD
Fox Business	183 CMT Pure Country	850 USAHD
121 Network	184 VH-1 Classic Rock	851 TNT HD
122 BBC World	185 MTV Jams	852 TBS HD
123 NBC Sports Network	186 Centric	853 FX HD
124 ESPNews	187 MTV Hits	Turner Classic
125 Fox Soccer Channel	188 MTV Tr3s	854 Movies HD
126 Outdoor Channel	245 MoviePiex	855 AMC HD
127 Fox Deportes	246 IndiePiex	856 Bravo HD
128 NFL Network	247 RetroPiex	857 History HD
129 ESPNU	802 KTBC-HD	858 Travel Channel HD
130 ESPN Deportes	803 KVUE-HD	860 Food Network HD
131 ESPN Classic	804 KXAN-HD	861 HGTV HD
134 Fox Sports Plus	805 KEYE-HD	862 BET HD
Lifetime Movie	809 KLRU-HD	863 EI HD
140 Network	812 KNVA-HD	864 Syfy HD
Independent Film	818 KBVO-HD	865 truTV HD
142 Channel	820 KAKW-HD	866 Spike TV HD
150 Do It Yourself	826 Lifetime HD	867 Comedy Central HD
151 Style	828 ESPN HD	872 VH1 HD
Discovery Planet	Longhorn Network	873 CMT HD
152 Green	829 HD	874 MTV HD
Women's	830 ESPN2 HD	906 Disney XD HD
153 Entertainment	Fox Sports Net SW	920 NFL Network HD
154 Cooking Channel	831 HD	NBC Sports Network
155 Lifetime Real Women	832 Speed Channel HD	929 HD
156 Soapnet	833 The Golf Channel HD	Lifetime Movie
157 Wealth TV	National Geographic	930 Network HD
	834 Channel HD	950 Science Channel HD
	835 Disney Channel HD	
	836 Nickelodeon HD	

Premium Line Up and Pricing (continued)

Premium Channels	Showtime	Digital Tiers
<ul style="list-style-type: none"> • HBO • Showtime • Cinemax • Starz/Encore <ul style="list-style-type: none"> o Any 1 -\$17.99 o Any 2 - \$30.29 o Any 3- \$39.39 o Any 4 - \$48.49 	<ul style="list-style-type: none"> 440 Showtime 441 Showtime 2 442 Showcase 443 Showtime Extreme 444 Showtime Beyond 445 Showtime NEXT 446 Showtime Women Showtime 447 FamilyZone 450 Showtime (West) 451 Showtime 2 (West) 452 Showcase (West) Showtime Extreme 453 (West) Showtime Beyond 454 (West) 460 The Movie Channel 461 TMC Xtra The Movie Channel 462 (West) 463 TMC Xtra (West) 470 FLIX 472 FLIX (West) 474 Showtime HD 	<p>Tu Tele En Español</p> <ul style="list-style-type: none"> • \$7.95 200 CNN Español Discovery en Español 201 Español 202 Tr3s 203 Latele Novela 204 CineMexicano 205 Mexico 22 206 Once Mexico 207 Azteca America 208 AYM Sports 209 CB TV Michoacan 210 Sorpresa 211 ESPN Deportes 212 Gol TV 213 de pelicula 214 de Pelicula Clasico 215 TeleHIT 216 Ritmoson Latino 217 BANDAMAX 218 Fox Deportes 219 MultiMedios
<p>HBO</p> <ul style="list-style-type: none"> 400 HBO 401 HBO Family 402 HBO Comedy 403 HB02 404 HBO Signature 405 HBO Zone 406 HBO Latino 410 HBO (West) 411 HBO Family (West) 412 HBO Comedy (West) 413 HB02 (West) HBO Signature 414 (West) 415 HBO Zone (West) 416 HBO Latino (West) 417 HBO HD 	<p>Starz/Encore</p> <ul style="list-style-type: none"> 249 Encore HD 478 Starz HD 479 Starz Cinema (West) 480 Starz 481 Starz Kids & Family 482 Starz Edge 483 Starz Cinema 484 Starz in Black 485 Encore 486 Encore WAM! 487 Encore Love 488 Encore Mystery 489 Encore Drama 490 Encore Westerns 491 Encore Action 492 Starz (West) 493 Starz Comedy 494 Encore (West) 	<p>Ultra Sports Tier</p> <ul style="list-style-type: none"> • \$4.99 222 Fuel 223 CBS Sports Network 224 NFL Network 225 NBA 226 Fox College Atlantic 227 Fox College Central 228 Fox College Pacific 230 TVG 231 Gol TV 232 ESPN Deportes 235 Mav TV 236 NHL Network 239 NFL Redzone 921 NFL RedZone HD
<p>Cinemax</p> <ul style="list-style-type: none"> 420 Cinemax 421 MoreMAX 422 ActionMAX 423 ThrillerMAX 424 WMAX 425 @MAX 426 5StarMAX 427 OuterMAX 430 Cinemax (West) 431 MoreMAX (West) 432 ActionMAX (West) 433 ThrillerMAX (West) 434 Cinemax HD 		

Premium Line Up and Pricing (continued)

HD Tier

- **\$6.95**

- 880 HD Net
- 881 HD Net Movies
- 882 Velocity
- 883 Wealth TV
- 884 Palladia
- 885 Universal HD
- 886 Hallmark Movie Channel HD

Movie Tier

- **\$7.95**

- 250 Encore
- 251 Encore (West)
- 252 Encore WAMI
- 253 Encore Love
- 254 Encore Drama
- 255 Encore Action
- 256 Encore Mystery
- 257 Encore Westerns
- 258 Hallmark Movie Channel
- 259 Fox Movie Channel
- 260 Sundance Channel

- **Pay-Per-View**
- **Pricing varies**

- 601-606 ESPN Sports PPV
- 701-707 Movies and Events
- 710 HD PPV

Adult Pay-Per-View

- **Pricing varies**

- 751 Hot Choice
- 752 Playboy Channel
- 753 fresh!
- 755 SPICE: xcess
- 756 Brazzers TV
- 757 Hustler TV

Exhibit B

Grande Service Pricing

TELEPHONE

Home Line Plus \$18.73/month

Residential Phone Service Plus:

Call Forward, Call Transfer, Call Waiting, Auto Redial, Call Forward, Three-Way Calling, Speed Dial, Anonymous Call Rejection (APR) and Home Line Plus \$18.50/month

Home Line \$ 5.23/month

Residential Phone Service
without Home Line \$5.00/month

Enhanced Calling Features

Caller ID (includes name and number)	\$4.50/month per line
Call Return	\$1.50/month per line
Call Waiting	\$1.50/month per line
Auto Redial	\$1.00/month per line
Call Forward	\$1.50/month per line
Three-Way Calling	\$1.50/month per line
Speed Dial	\$1.50/month per line
Anonymous Call Rejection	\$1.00/month per line
Distinctive Ring/Flash Call	\$1.50/month per line
Selective Call Forward	\$1.00/month per line
Call Blocker	\$1.50/month per line
Call Waiting 3D	\$3.00/month per line

Voice Mail

Voice Mail - Personal	\$4.50/month per line
Voice Mail - Family	\$8.00/month per line

Both include 2000 messages, call to view usage report anytime.

Home line service includes optional local calling. Payment, rates and other fees and charges may apply where indicated.

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INTERNET

Grande.NET 2500 \$39.00/month

Up to 2.5 Mbps Download/0.84 Mbps Upload
5 e-mail Addresses
Personal Web Space Hosting

Grande.NET 1500 \$44.00/month

Up to 1.5 Mbps Download/0.54 Mbps Upload
5 e-mail Addresses
Personal Web Space Hosting

Grande.NET 56 \$16.95/month

Out-of-band Modem Service V.90 with e-mail
Unlimited Internet Access
(\$14.95 with phone call for cable)

Additional Services

Additional eMail Web Space	\$ 5.00/month
Additional e-mail Address	\$ 3.00/month
Additional IP Address	\$10.00/month

Enhanced Content Services

Filtered Services \$ 3.00/month
(Filter not covered to block unwanted internet sites)

Along with the Grande.NET 2500 & Grande.NET 1500 includes
Internet and cable modem service. Requires internet activation to Broad Cable.

CABLE

Expanded and Basic Cable No Charge

Over 60 of the most popular channels available
No additional equipment required

Digital Services

Digital Programming	\$ 5.00/month
Digital Receiver	\$ 5.00/month

Premium Services

Starz/Dominion SuperPack	\$11.00/month
HBO "The Works"	\$11.00/month
HD MAX	\$11.00/month
Showtime Unlimited	\$11.00/month

more SuperPack

• HBO "The Works"	\$17.00/month
HBO "The Works"	\$17.00/month
• Showtime Unlimited	\$17.00/month
HBO "The Works" • HD MAX	\$17.00/month

Low Entertainment Package \$ 5.00/month
Digital Receiver required through internet activation and necessary digital cable in
Premium Package

SERVICES

Service Activation Fee Schedule

New Connection	\$10.00/household
Telephone Service	\$ 5.00/household
Cable Service	\$15.00/household
Internet Service	\$15.00/household

High-Speed PC Hardware Installation

Network Card and Installation \$40.00/PC

Telephone Feature Activation Charges

Enhanced Calling Feature	\$ 2.00/feature
Voice Mail	\$ 2.00/phone
Call Rejection	\$ 2.00/phone

Administrative Charges

Reconnection Fee	\$10.00/household
Late Fee	\$ 5.00/account/mo

Prices and features subject to change. Prices shown do not include applicable
state and federal taxes. Business hours only applicable fees.


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**Schedule 2
Covered by Bulk Services Exhibit**

<u>Location</u>	<u>Outlets</u>
119 Buena Vista	1
Alert Ctr	4
Alkek 100, Lounge	6
Arnold Hall	119
Athletics	35
Avery Hall	4
Baseball Fields	6
Beretta Hall	57
Bexar Hall	112
Blanco Hall	306
Bobcat Stadium	63
Bobcat Village Apartments	384
Brogdon Hall	76
Burleson Hall	39
Butler Hall	126
Campus Recreation	107
Canyon Hall	5
Centennial Hall	3
Clear Springs Apartments	87
College Inn	153
Comanche Hill	65
Commons Hall	4
Criminal/Justice Dept.	4
Dean-College of Ed.	1
Dean-College-Bus. Admin.	2
Elliott Hall	98
Harris Dining	3
Health Science Ctr	4
Hornsby Hall	34
J C Kellam	24
Jackson Hall	225
Jones Dining Hall	1
Jowers	23
KTSW	1
Lantana Hall	134
Laurel Hall	84

LBJ Student Center	44
Mass Communications - ASB	1
Mass Communications - Old	
Main	8
McCoy Building	10
Media Services (Alkek Library)	10
Mitte Building	2
Network Operations @ Sterry	
Hall	3
North Campus Housing	306
Parking Services	3
<u>President's House</u> *	7
Retama Hall	77
River House	1
Riverside Apartments	23
ROTC	2
San Jacinto Hall	605
San Marcos Hall	539
San Saba Hall	51
Smith Hall	91
Softball Fields	2
Sterry Hall	201
Student Health	2
The Smith House	1
Theatre	9
Thorton House	2
UAC	24
WRT Hall	230
Total	4,654

* All Services provided to President's House shall be billed to TxSt on a monthly basis.

**Exhibit C
Construction Pricing Schedule**

Underground Construction Labor

		Note:	Soil	
1.1	Open and close trench, SOIL:			
1.1.1	24" depth (22" min. cover Trunk, fiber)	<500ft	\$5.50	ft.
1.1.2	36" depth (34" min. cover Trunk, fiber)	<500ft	\$6.50	ft.
1.1.3	44" depth (42" min. cover Trunk, fiber)	<500ft	\$7.00	ft.
1.1.4	24" depth (22" min. cover Trunk, fiber)	>500ft	\$5.00	ft.
1.1.5	36" depth (34" min. cover Trunk, fiber)	>500ft	\$6.00	ft.
1.1.6	44" depth (42" min. cover Trunk, fiber)	>500ft	\$6.50	ft.
1.1.7	Hand-dig Premium	>500ft	\$1.00	ft.
1.2	Open and close trench, ROCK:		Rock	
1.2.1	24" depth (22" min. cover Trunk, fiber)	<500ft	\$8.00	ft.
1.2.2	36" depth (34" min. cover Trunk, fiber)	<500ft	\$8.65	ft.
1.2.3	44" depth (42" min. cover Trunk, fiber)	<500ft	\$9.45	ft.
1.2.4	24" depth (22" min. cover Trunk, fiber)	>500ft	\$7.75	ft.
1.2.5	36" depth (34" min. cover Trunk, fiber)	>500ft	\$8.25	ft.
1.2.6	44" depth (42" min. cover Trunk, fiber)	>500ft	\$9.00	ft.
1.2.7	Hand-dig Premium	>500ft	\$1.50	ft.
1.3	Asphalt cut & slurry			
1.3.1	24" depth (22" min. cover Trunk, fiber)		\$17.25	ft.
1.3.2	36" depth (34" min. cover Trunk, fiber)		\$20.50	ft.
1.3.3	44" depth (42" min. cover Trunk, fiber)		\$21.50	ft.
1.3.4	Additional 12" Asphalt Patch		\$3.90	ft.
1.4	Concrete cut & slurry			
1.4.1	24" depth (22" min. cover Trunk, fiber)		\$27.50	ft.
1.4.2	36" depth (34" min. cover Trunk, fiber)		\$32.00	ft.
1.4.3	44" depth (42" min. cover Trunk, fiber)		\$35.00	ft.
1.5	Install additional conduit			
1.5.1	Each additional conduit up to 4"		\$0.45	
1.6	Pull cables and mule tape in existing empty conduit			
1.6.1	Cable < 1" in diameter alone		\$0.47	ft.
1.6.2	Cable > 1" in diameter alone		\$0.62	ft.
1.6.3	Each additional cable		\$0.28	ft.
1.7	Pull cables and tape in existing occupied conduit including rope and clearing conduit			
1.7.1	Cable <1" in diameter cable alone		\$0.73	ft.
1.7.2	Cable >1" and fiber cable alone		\$0.90	ft.
1.7.3	Each additional cable or fiber		\$0.28	ft.
1.7.4	Rod, clear and place mule tape		\$0.35	ft.
1.7.5	Proof conduit and place mule tape		\$0.18	ft.
1.8	Underground bore (prices include the placement of conduit as specified)			
1.8.1	Directional bore (Dirt) 3" - 6" ^{min} <500		\$12.00	ft.
1.8.2	Directional bore (Dirt) 3" - 6" >500ft.		\$10.00	ft.
1.8.3	Auger bore (Dirt) 6" - 40ft.		\$25.00	ft.
1.8.4	Missile bore (Dirt) 3"		\$18.00	ft.
1.8.5	Missile bore (Dirt) 5"		\$29.00	ft.
1.8.6	All Rock Boring is determine I per project.			

**Exhibit C
Construction Pricing Schedule (continued)**

1.9	Placement of peds / vaults		
1.9.1	Place 7' or 9" ped dirt	\$16.00	ea.
1.9.2	Place 7' or 9" ped rock	\$21.00	ea.
1.9.3	Place Medium ped dirt	\$25.00	ea.
1.9.4	Place Medium ped rock	\$35.00	ea.
1.9.5	Place Large ped dirt	\$50.00	ea.
1.9.6	Place Large ped rock	\$58.00	ea.
1.9.7	Place, Mousehole Vault	\$110.00	ea.
1.9.8	Place, Vault w/ 18" of Cover	\$50.00	ea.
1.9.9	Place, Vault, Dirt, (Small or Pull)	\$42.50	ea.
1.9.10	Place, Vault, Rock, (Small or Pull)	\$52.50	ea.
1.9.11	36" x 60" x 36" vault	\$450.00	ea.
1.9.12	40" x 40" x 96" vault	\$1,100.00	ea.
1.9.13	24" x 36" x 30" vault	\$210.00	ea.
1.9.14	17" x 30" x 12" vault	\$125.00	ea.
1.9.15	13" x 24" x 12" vault	\$90.00	ea.
1.9.16	Rock premium for vault (prior verification required)	\$100.00	ea.
1.9.17	TV-8 or 24" x 36" node ped	\$55.00	ea.
1.9.18	Install or Remove Concrete Pad	\$37.50	Sq. ft.
1.10	Labor rates (all hourly charges must be pre-approved by a Supervisor)		
1.10.1	Crew (1 foreman, 1 Lineman, 2 laborers w/truck)	\$130.00	hr.
1.10.2	Supervisor w/ truck	\$52.50	hr.
1.10.3	Foreperson w/truck	\$52.50	hr.
1.10.4	Splicer / Lineperson w/truck	\$42.00	hr.
1.10.5	Laborer w/truck	\$25.00	hr.
1.10.6	Laborer only	\$22.00	hr.
1.11	Other work		
1.11.1	Install fiber warning signs	\$10.50	ea.
1.11.2	Compressor	\$38.00	hr.
1.11.3	Drop bury	\$50.00	ea.
1.11.4	Concrete removal and replace	\$37.50	sq. ft.
1.11.5	Placement and removal of silt fencing	\$1.85	ft.
1.11.6	Install 8' ground rod (includes bond)	\$16.00	ea.
1.11.7	Core Bore Manhole	\$65.00	ea.
1.11.8	Place Street Rated Man Hole	\$500.00	ea.
1.11.9	Set power supply (BID)	\$0.00	ea.

Aerial coax, copper and fiber construction

2.1	Strand placement and all associated hardware, bonding and guys.		
2.1.1	Install 114" or 5116" strand and related <500ft support hardware (all pole types)	\$0.58	ft
2.1.2	Install 114" or 5116" strand and related >500ft support hardware (all pole types)	\$0.43	ft
2.2	Cable placement aerial		

**Exhibit C
Construction Pricing Schedule (continued)**

2.2.1	Lash or Overlash one cable up to 1" in diameter	<500ft	\$0.64	Ft
2.2.2	Lash or Overlash one cable up to 1" in diameter	>500ft	\$0.52	ft
2.2.3	Each additional cable		\$0.20	ft
2.2.4	Lash or Overlash one cable over 1" in diameter and fiber	<500ft	\$0.75	ft
2.2.5	Lash or Overlash one cable over 1" in diameter and fiber	>500ft	\$0.63	ft
2.2.6	Each additional cable		\$0.30	ft
2.2.7	Delash cable (up to three cables)	<500ft	\$0.35	ft
2.2.8	Delash cable (up to three cables)	>500ft	\$0.30	ft
2.2.9	Relash (includes removal of old lashing wire)	<500ft	\$0.40	ft
2.2.10	Relash (includes removal of old lashing wire)	>500ft	\$0.35	ft
2.2.11	Wreck out and disposal cable, strand and hardware	<500ft	\$0.25	ft
2.2.12	Wreck out and disposal cable, strand and hardware	>500ft	\$0.20	ft
2.2.13	Install (1) Rigid Pipe Riser		\$85.00	ea.
2.2.14	Install each additional Rigid Pipe Riser		\$85.00	ea.

Splicing Labor

3.1	Coax splicing			
3.1.1	Splice tap, Leq or splice		\$25.00	ea
3.1.2	Splice Splitter, DC or Power Inserter		\$35.00	ea
3.1.3	Splice Line Extender		\$80.00	ea
3.1.4	Splice Amplifier or Node		\$120.00	ea
3.1.5	Replace faceplate tap or coupler.		\$13.00	ea
3.1.6	Place or replace power supply housing and module		\$65.00	ea
3.1.7	Place or replace power supply housing, module and batteries		\$100.00	ea
3.1.8	Place large power supply including all site prep and permit		\$2,000.00	
3.1.9	Forward activation of cable plant, +/- 2db, Records all levels and EOL's		\$0.11	ft
3.1.10	Reverse activation of cable plant, record all input and output levels		\$0.08	ft
3.1.11	Rebalance amplifier		\$26.00	ea
3.2	Fiber splicing			
3.2.1	1 - 24 fiber count		\$25.00	ea
3.2.2	25 - 72 fiber count		\$23.00	ea
3.2.3	72 - up fiber count		\$19.00	ea
3.2.4	Closure, Fiber Splice (standard)		\$110.00	ea
3.2.5	Mini-Enclosure		\$60.00	ea

**Exhibit C
Construction Pricing Schedule (continued)**

3.2.6	Mid-Entry Splice Enclosure	\$160.00	Ea
3.2.7	Re-Enter Existing Enclosure (Standard)	\$75.00	ea
3.2.8	Re-Enter Existing Enclosure mini	\$30.00	ea
4.1 Commercial pricing			
4.1.1	Core Drill for Bldg Entry up to 4"	\$Quote	ea.
4.1.2	Place EMT/PVC Duct Inside Bldg up to 4"	\$4.00	ft.
4.1.3	Place Additional EMT/PVC Duct Inside Bldg up to 4"	\$2.75	ft.
4.1.4	Place EMT Duct Outside Bldg up to 4"	\$3.00	ft.
4.1.5	Place Additional EMT Duct Outside Bldg	\$2.50	ft.
4.1.6	Place weather tight pull box inside or outside	\$45.00	EA
4.1.7	Construct Pipe Trey	\$28.80	EA
4.1.8	Place 24 count Fiber Panels using "SC" connector	\$156.00	EA
4.1.9	Labor Bid Work		
4.2 MDU pricing			
4.2.1	Prewire Outlet	\$10.00	each
4.2.2	Prewire Add'l Outlet/Same Pull	\$5.00	each
4.2.3	Postwire Outlet	\$15.00	each
4.2.4	Postwire Add'l Outlet/Same Pull	\$9.00	each
4.2.5	Prewire Home Run	\$30.00	each
4.2.6	Prewire Add'l Home Run/Same Pull	\$10.00	each
4.2.7	Postwire Home Run	\$55.00	each
4.2.8	Postwire Add'l Home Run/Same Pull	\$25.00	each
4.2.9	Trim/Terminate/Test Adder (per IW/Drop)	\$15.00	each
4.2.10	Wall Fish (per floor)	\$18.00	each
4.2.11	Tone & Tag (per IW/Drop)	\$8.00	each
4.2.12	Install Lockbox (Small) / BET (25pr.- 50pr.)	\$60.00	each
4.2.13	Install Lockbox (Large) / BET (100pr.)	\$65.00	each
4.2.14	Install Flush Mount D-Mark Box	\$15.00	each
4.2.15	Install Molding	\$1.50	foot
4.2.16	Wall Box Removal (ONLY)	\$35.00	each
4.2.17	Remove Pedestal	\$15.00	each
4.2.18	Replace Jumper	\$1.00	each
4.2.19	Connect TV	\$5.00	each
4.2.20	Install CATV Pedestal	\$35.00	each
4.2.21	Place Service Wire Housing	\$10.00	per hsg

Individual Outlet Pricing

5.1 Outlets			
5.1.1	Disconnect Outlet	\$ 0.00	each
5.1.2	Reconnect Outlet	\$ 5.00	each
5.1.3	Install Additional Outlet	\$75.00	each

TSUS: Delegation of Authority to Amend Outside Counsel Contract Relating to *SHSU v. American Campus Communities Litigation*

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

The Texas State University System be authorized to enter into an amendment to its current contract with outside counsel providing complex litigation services to Sam Houston State University in its lawsuit relating to Sam Houston Village.

Explanation

In November of 2013, and upon approval of the Texas Office of Attorney General (OAG), the System entered into an agreement with the law firm of Winstead, P.C. to provide complex litigation support to the assigned assistant attorneys general in the lawsuit filed by Sam Houston State University against American Campus Communities. Due to the complexity of the litigation and the number of additional defendants brought into lawsuit by the developer, American Campus Communities, and its general contractor, Capstone, the original contract with Winstead will need to be amended. As required by law, such amendment will be approved by the OAG prior to its execution by the parties.

**Texas State University System
Personnel**

9. Personnel

9. A. TSUS: CONSENT: 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
August 2017**

FACULTY PERSONNEL CHANGES

RESIGNATION

1. Bronson, DeLanea; Clinic Sup/Instr, Spch/Hearing, effective August 31, 2017.
2. Fife, Travis; Instr/Dir of Percussion, Music, effective May 31, 2017.
3. Howard, Joshua; Assist Prof, History, effective May 31, 2017.
4. Jones, Kathryn; Clinic Instr, Ed Leadership, effective May 31, 2017.
5. Wheeler, Melissa; Dist Clinic Prof, C & SP, effective May 31, 2017.

RETIREMENT

1. Deppe, Scott; Assoc Prof/Director of Bands, Music, effective June 30 2017.
2. Hammonds, Carol; Assist Prof, Nursing, effective May 31, 2017.
3. Tomplait, Deborah; Instr, Soc/SW/CJ, effective May 31, 2017.
4. Walker, Mary; Assist Prof, Nursing, effective August 30, 2017.

SEPARATION

1. Brauss, Keith; Visit Assist Prof, Math, effective May 31, 2017.
2. Brown, Sidney; Clinic Instr, Ed Leadership, effective May 31, 2017.
3. Frick, John; Clinic Instr, Ed Leadership, effective May 31, 2017
4. Holland, Deidre; Assist Prof, Health & Kine, effective May 8, 2017.
5. Sima, Mohammad; Visit Assist Prof, Indus Engr, effective May 31, 2017.

TERMINAL CONTRACT

1. None to Report.

LEAVE OF ABSENCE

1. Asteris, Mark; Assoc Prof, Library, begin FMLA, effective March 13, 2017.
2. Asteris, Mark; Assoc Prof, Library, returned from FMLA, effective May 1, 2017.
3. Shows, Amy; Prof, begin FMLA, effective March 6, 2017.
4. Shows, Amy; Prof, returned from FMLA, effective March 10, 2017.

The following faculty received a salary supplement for teaching one course during the 2017 May Mini session.

Name	Deg	Rank	Department	%FTE	Salary	Period
CENTER FOR COLLEGE READINESS						
None to Report						
CENTER FOR DISTANCE EDUCATION						
None to Report						
COLLEGE OF ARTS & SCIENCES						
R Alasti, Sanaz	JD	Assoc Prof	Soc/SW/CJ	1.0	\$4,367	MM 2017
R Bronson, Eric	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$4,367	MM 2017
R Bryan, Jimmy	PhD	Assoc Prof	History	1.0	\$4,367	MM 2017
R Clanahan, Carolyn	MS	Instructor	Soc/SW/CJ	1.0	\$4,367	MM 2017
R Das, Kumer	PhD	Assoc Prof	Math	1.0	\$4,367	MM 2017
R Davis, Terri	PhD	Chair/Prof	Political Sci	1.0	\$4,367	MM 2017

R	Harden, Garrick	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$4,367	MM 2017
R	Muzorewa, Gwinyai	PhD	Assist Prof	History	1.0	\$4,367	MM 2017
R	Rudholm, Anne	MFA	Instructor	English/M Lang	1.0	\$4,367	MM 2017
R	Scheer, Mary	PhD	Chair/Prof	History	1.0	\$4,367	MM 2017
R	Sowers, Thomas	PhD	Assoc Prof	Political Sci	1.0	\$4,367	MM 2017
R	Stewart, Arthur	PhD	Assoc Prof	English/M Lang	1.0	\$4,367	MM 2017
R	Sullivan, Michael	PhD	Assoc prof	Soc/SW/CJ	1.0	\$4,367	MM 2017
R	Svyeshnikova, Nataliya	MA	Instructor	Math	1.0	\$4,367	MM 2017
R	Terry, Randall	PhD	Assist Prof	Biology	1.0	\$4,367	MM 2017
R	Yoder, Howard	PhD	Assoc prof	Biology	1.0	\$4,367	MM 2017

COLLEGE OF BUSINESS

None to Report

COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Carter, Rick	PhD	Professor	Health & Kine	1.0	\$4,367	MM 2017
R	Hernandez, Barbara	PhD	Instructor	Health & Kine	1.0	\$4,367	MM 2017
R	Msengi, Israel	EdD	Assoc Prof	Health & Kine	1.0	\$4,367	MM 2017
R	Ruiz, Connie	PhD	Assoc Prof	Fam & Con Sci	1.0	\$4,367	MM 2017
R	Shows, Amy	PhD	Professor	Fam & Con Sci	1.0	\$4,367	MM 2017

COLLEGE OF ENGINEERING

None to Report

COLLEGE OF FINE ARTS & COMMUNICATION

R	Clark, Mary	PhD	Chair/Prof	Deaf Stud/Ed	1.0	\$4,367	MM 2017
R	Dockens, Ashley	AuD	Assist Prof	Spch/Hearing	1.0	\$4,367	MM 2017
R	Stanley, O'Brien	MFA	Professor	Communication	1.0	\$4,367	MM 2017

LIBRARY

None to Report

FACULTY APPOINTMENTS, New (N) and Renewal (R)

	Name	Deg	Rank	Department	%FTE	Salary	Period
COLLEGE OF ARTS & SCIENCES							
R	Alasti, Sanaz	SJD	Assoc Prof	Soc/SW/CJ	1.0	\$10,327	SIII 2017
N	Alm, Jeremy	PhD	Chair/Prof	Math	1.0	\$86,500	2017-18
R	Andreev, Valentin	PhD	Professor	Math	1.0	\$14,375	SI 2017
R	Andrei, Stefan	PhD	Assoc Prof	Computer Sci	.50	\$8,507	SI 2017
R	Babineaux, Justin	MS	Adjunct	Psychology	.40	\$2,925	SI 2017
R	Bradley, Jerry	PhD	Professor	English/M Lang	.50	\$8,153	SI 2017
R	Brice, Gary	MS	Instructor	Math	1.0	\$8,271	SI 2017
R	Bronson, Eric	PhD	Assoc Prof	Soc/SW/CJ	.50	\$7,113	SIII 2017
R	Bryan, Jimmy	PhD	Assoc Prof	History	1.0	\$10,195	SI 2017
R	Carey, Donald	MA	Instructor	English/M Lang	.50	\$3,928	SIII 2017
R	Castillon, Catalina	PhD	Assoc Prof	English/M Lang	.50	\$5,373	SI 2017
R	Chang, Chiung-Fang	PhD	Assoc Prof	Soc/SW/CJ	.50	\$5,596	SIII 2017
R	Clanahan, Carolyn	MS	Instructor	Soc/SW/CJ	.50	\$3,879	SIII 2017
N	Cole, Philip	PhD	Chair/Prof	Physics	1.0	\$94,500	2017-18
R	Couch, PJ	PhD	Assist Prof	Math	.50	\$5,317	SIII 2017
R	Crenshaw, Cory	JD	Adjunct	Soc/SW/CJ	.20	\$5,850	SP 2017
R	Daigrepoint, Lloyd	PhD	Professor	English/M Lang	.50	\$6,012	SI 2017
R	Daniel, Dale	PhD	Professor	Math	1.0	\$17,860	SIII 2017
R	Daniel, Jennifer	PhD	Assoc Prof	Math	1.0	\$10,986	SI 2017
R	Doiron, Jesse	MA	Instructor	English/M Lang	1.0	\$8,035	SIII 2017

R	Duerler, Caitlin	MA	Instructor	English/M Lang	.50	\$2,910	SI 2017
R	Ervin, Melvin	MEd	Instructor	Applied Arts & Sci	.50	\$3,344	SIII 2017
R	Fagen, Jennifer	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$10,370	SIII 2017
R	Garcia, Jesus	PhD	Assist Prof	Soc/SW/CJ	1.0	\$8,617	SI 2017
N	Giblin, Keith	JD	Adjunct	Soc/SW/CJ	.20	\$2,910	Fall 2017
R	Gilcrease, Jack	MS	Instructor	Math	1.0	\$10,758	SIII 2017
R	Gillespie, Brian	PhD	Adjunct	Math	.40	\$3,910	SIII 2017
N	Gillis, Brendan	PhD	Assist Prof	History	1.0	\$53,500	2017-18
R	Gubala, Sara	MS	Instructor	Political Sci	1.0	\$8,046	SI 2017
N	Guler, Ahmet	PhD	Assist Prof	Soc/SW/CJ	1.0	\$60,000	2017-18
R	Gummelt, Virginia	PhD	Assist Prof	Soc/SW/CJ	1.0	\$13,500	SIII 2017
R	Haidusek, Harrabeth	MA	Instructor	English/M Lang	1.0	\$3,264	SI 2017
R	Hatfield, Elia	PhD	Assist Prof	English/M Lang	1.0	\$8,287	SIII 2017
R	Heintzelman, Patricia	MA	Instructor	English/M Lang	.50	\$3,340	SI 2017
N	Hoerth, Katherine	PhD	Assist Prof	English/M Lang	1.0	\$52,500	2017-18
R	Howard, Joshua	PhD	Assoc Prof	History	.50	\$4,167	SIII 2017
N	Joffe, Sharon	PhD	Assist Prof	English/M Lang	1.0	\$55,000	2017-18
R	Johnson, Cheryl	MA	Instructor	English/M Lang	.50	\$3,080	SI 2017
R	Johnson, Gretchen	MFA	Assist Prof	English/M Lang	.50	\$3,809	SIII 2017
R	Johnson, June	MS	Instructor	Psychology	.50	\$3,186	SI 2017
R	Kang, Kyehong	PhD	Adjunct	Math	.40	\$3,910	SIII 2017
R	Kibbe, Tina	PhD	Instructor	History	1.0	\$5,750	SI 2017
R	Koh, Hikyoo	PhD	Professor	Computer Sci	.50	\$9,136	SI 2017
N	Liu, Xingya	PhD	Assist Prof	Computer Sci	1.0	\$89,000	2017-18
R	Maesumi, Mohsen	PhD	Assoc Prof	Math	1.0	\$13,886	SI 2017
R	Makki, Kami	PhD	Professor	Computer Sci	1.0	\$17,283	SIII 2017
R	Mann, Jim	PhD	Assoc Prof	Soc/SW.CJ	.50	\$5,583	SIII 2017
R	Mayper, Theresa	MA	Instructor	Applied Arts & Sci	.50	\$3,344	SIII 2017
R	Muzorewa, Gwinyai	PhD	Assist Prof	History	.50	\$4,437	SI 2017
R	Nelson, James	PhD	Assist Prof	Political Sci	.50	\$4,972	SI 2017
N	Nemmers, Adam	PhD	Assist Prof	English/M Lang	1.0	\$53,000	2017-18
R	Osborne, Lawrence	PhD	Professor	Computer Sci	1.0	\$16,938	SIII 2017
N	Oztunc, Gokhan	PhD	Assist Prof	Psychology	1.0	\$62,000	2017-18
R	Pearce, Gloria	MA	Instructor	English/M Lang	.50	\$3,049	SIII 2017
N	Pujols, Edgardo	PhD	Adjunct	Earth/Space Sci	.50	\$6,000	SI 2017
R	Richards-Foster, Garry	MA	Instructor	English/M Lang	1.0	\$5,820	SIII 2017
R	Rinker, Martha	PhD	Assist Prof	Psychology	1.0	\$11,172	SI 2017
R	Roden, Timothy	PhD	Assoc Prof	Computer Sci	.50	\$8,048	SI 2017
R	Roden, Timothy	PhD	Assoc Prof	Computer Sci	1.0	\$16,096	SIII 2017
R	Scheer, Mary	PhD	Professor	History	.50	\$6,728	SI 2017
R	Shearer, Raymond	JD	Assist Prof	Soc/SW/CJ	.50	\$4,523	SIII 2017
R	Shoefstall, Sherri	EDD	Instructor	Psychology	.50	\$3,167	SI 2017
R	Sowers, Thomas	PhD	Assoc Prof	Political Sci	1.0	\$11,168	SI 2017
R	Stewart, Arthur	PhD	Assoc Prof	English/M Lang	.50	\$6,001	SI 2017
R	Sullivan, Michael	PhD	Assoc Prof	Soc/SW/CJ	.50	\$7,452	SIII 2017
R	Sun, Bo	PhD	Professor	Computer Sci	1.0	\$17,509	SIII 2017
R	Sun, Frank	MS	Instructor	Computer Sci	.50	\$3,981	SI 2017
R	Svyeshnikova, Nataliya	MA	Instructor	Math	83.33	\$6,517	SIII 2017
N	Tsado, Lucy	PhD	Assist Prof	Soc/SW/CJ	1.0	\$55,000	2017-18
R	Wang, Sujing	PhD	Assist Prof	Computer Sci	66.67	\$9,336	SIII 2017
R	Wright, Lori	MSW	Instructor	Soc/SW/CJ	.50	\$4,410	SI 2017

COLLEGE OF BUSINESS

R	Badua, Francisco	PhD	Assoc Prof	Acct & Bus Law	.50	\$10,204	SI 2017
R	Bandyopadhyay, Kakoli	PhD	Chair/Prof	Info Sys & Anal	.50	\$11,335	SI 2017
R	Bandyopadhyay, Soumava	PhD	Professor	Mgmt & Mktg	.50	\$9,905	SI 2017
R	Barnes, Cynthia	EdD	Professor	Info Sys & Anal	1.0	\$15,454	SI 2017
R	Burns, Clare	MBA	Instructor	Acct & Bus Law	1.0	\$12,903	SI 2017
R	Cavaliere, Frank	JD	Professor	Acct & Bus Law	1.0	\$20,714	SI 2017
R	El-Houbi, Ashraf	PhD	Assoc Prof	Info Sys & Anal	1.0	\$15,874	SI 2017
R	Flosi, Alicen	PhD	Instructor	Info Sys & Anal	1.0	\$12,103	SI 2017
R	Fraccastoro, Katherine	PhD	Professor	Mgmt & Mktg	1.0	\$17,866	SI 2017

R	Ghosh, Kaushik	PhD	Assoc Prof	Info Sys & Anal	.50	\$9,249	SI 2017
R	Godkin, Roy Lynn	PhD	Professor	Mgmt & Mktg	1.0	\$22,226	SI 2017
R	Hwang, Seok	PhD	Assoc Prof	Const Mgmt	.50	\$7,862	SI 2017
R	Karani, Komal	PhD	Assoc Prof	Mgmt & Mktg	.50	\$8,808	SI 2017
R	Mayer, Bradley	PhD	Assoc Prof	Mgmt & Mktg	1.0	\$20,665	SI 2017
R	McCullough, John	PhD	Professor	Econ & Finance	1.0	\$15,755	SI 2017
R	McCoy, Timothy	PhD	Assoc Prof	Acct & Bus Law	1.0	\$18,721	SI 2017
R	Mulvaney, Antoinette	JD	Chair/Prof	Acct & Bus Law	1.0	\$20,189	SI 2017
R	Natarajan, Vivek	PhD	Assoc Prof	Mgmt & Mktg	1.0	\$17,131	SI 2017
R	Neuhauser, Karyn	PhD	Assoc Prof	Econ & Finance	1.0	\$18,397	SI 2017
R	Price, Donald	PhD	Professor	Econ & Finance	1.0	\$18,835	SI 2017
R	Rose, David	MBA	Instructor	Acct & Bus Law	.50	\$5,451	SI 2017
R	Safa, Mahdi	PhD	Assist Prof	Const Mgmt	1.0	\$14,178	SI 2017
R	Sen, Kabir	PhD	Chair/Prof	Mgmt & Mktg	.50	\$10,203	SI 2017
R	Swerdlow, Marleen	JD	Professor	Acct & Bus Law	.50	\$8,510	SIII 2017
R	Tran, Martin	MS	Adjunct	Info Sys & Anal	.40	\$3,950	SI 2017
R	Weeks, Kelly	PhD	Assist Prof	Mgmt & Mktg	1.0	\$17,308	SI 2017
R	Zhang, Xiao	PhD	Assist Prof	Info Sys & Anal	.50	\$9,583	SI 2017
R	Zhao, Yu	PhD	Assist Prof	Info Sys & Anal	1.0	\$18,884	SI 2017

CENTER FOR COLLEGE READINESS

R	Carter, Ivalynn	MEd	Instructor	Coll. Readiness	1.0	\$7,093	SIII 2017
R	Karahouni, Ismail	MS	Instructor	Coll. Readiness	.50	\$4,047	SI 2017
R	Kemble, Joe	EdD	Assist Prof	Coll. Readiness	.50	\$5,011	SI 2017
R	Riley, Melissa	MS	Instructor	Coll. Readiness	.50	\$3,329	SI 2017
R	Titus, Freddie	EdD	Assist Prof	Coll. Readiness	.50	\$3,000	SIII 2017

CENTER FOR DISTANCE EDUCATION

R	Flagge, Ashley	PhD	Instructor	Spch/Hearing	.25	\$4,000	SP 2017
R	Freeman, Barry	PhD	Adjunct	Spch/Hearing	.25	\$4,000	SP 2017
R	Pitman, Dana	MA	Adjunct	Spch/Hearing	.25	\$4,000	SP 2017

COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Abernathy, Lucy	EdD	Assoc Prof	Ed Leadership	.50	\$6,522	SI 2017
R	Adams, Nancy	EdD	Assoc Prof	Ed Leadership	.50	\$6,795	SI 2017
R	Allen, Shannon	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Allen, Shelly	EdD	Clinic Instr	Ed Leadership	.50	\$4,583	SI 2017
R	Ammons, Rachael	PhD	Assist Prof	C & SP	1.0	\$9,849	SI 2017
R	Arterbury, Elvis	PhD	Professor	Ed Leadership	.50	\$7,930	SI 2017
R	Azodi, Donna	EdD	Assist Prof	Ed Leadership	.50	\$6,207	SI 2017
R	Bae, Mihae	PhD	Assist Prof	Health & Kine	.50	\$5,292	SI 2017
R	Bain, Richard	MEd	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Boatwright, Doug	PhD	Professor	Health & Kine	1.0	\$13,492	SI 2017
R	Borel, DarylAnn	EdD	Clinic Instr	Ed Leadership	.50	\$5,568	SI 2017
N	Brown, Kelly	EdD	Assist Prof	Ed Leadership	1.0	\$62,000	2017-18
R	Carlisle, Robert	PhD	Dist Clinic Prof	C & SP	1.0	\$9,516	SI 2017
R	Carter, David	PhD	Professor	Health & Kine	.50	\$6,672	SIII 2017
R	Cogswell, Lauren	PhD	Visit Assist Prof	C & SP	1.0	\$9,016	SI 2017
R	Colunga, Tonya	MEd	Clinic Instr	Ed Leadership	.50	\$4,759	SI 2017
R	Dahm, Molly	PhD	Professor	Fam & Con Sci	.50	\$6,248	SI 2017
R	Delahoussaye, Katy	JD	Clinic Instr	Ed Leadership	.50	\$4,584	SI 2017
R	Eikenberg, Babette	EdD	Adjunct	Adjunct	.20	\$4,000	SIII 2017
N	Faulk, Neil	EdD	Assist Prof	Ed Leadership	1.0	\$62,000	2017-18
R	Fikac, Natalie	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Flamez, Brande	PhD	Dist Clinic Prof	C & SP	.50	\$4,759	SI 2017
R	Flamez, Brande	PhD	Dist Clinic Prof	C & SP	.50	\$4,759	SIII 2017
R	Floyd, Darrell	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Fong, Donna	EdD	Clinic Instr	Ed Leadership	.50	\$4,758	SI 2017
R	Fountain, Tara	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Frick, John	EdD	Clinic Instr	Ed Leadership	.50	\$4,000	SI 2017

R	Gauthreaux, Kim	MS	Clinic Instr	Health & Kine	1.0	\$7,328	SI 2017
R	Greenidge, Wendy	PhD	Assist Prof	C & SP	.50	\$5,936	SI 2017
R	Greenidge, Wendy	PhD	Assist Prof	C & SP	.50	\$5,936	SIII 2017
R	Hamza, Mohammad	PhD	Professor	C & SP	1.0	\$12,930	SI 2017
R	Harris, Patricia	EdD	Clinic Instr	C & SP	1.0	\$10,194	SI 2017
R	Harris, Sandra	PhD	Professor	Ed Leadership	1.0	\$35,306	SIII 2017
R	Harrison, Glen	PhD	Clinic Instr	Ed Leadership	.50	\$4,583	SI 2017
R	Harvey, Thomas	EdD	Clinic Instr	Ed Leadership	.50	\$4,583	SI 2017
R	Hebert, Sonja	MEd	Clinic Instr	C & SP	.50	\$4,583	SI 2017
R	Henderson, Tammy	PhD	Professor	Fam & Con Sci	.50	\$8,125	SIII 2017
R	Hernandez, Barbara	PhD	Professor	Health & Kine	1.0	\$13,297	SI 2017
R	Hinerman, Krystal	PhD	Clinic Assist Prof	Ed Leadership	1.0	\$21,333	SIII 2017
R	Joshi, Praphul	PhD	Assoc Prof	Health & Kine	1.0	\$12,048	SI 2017
R	Keith, Marc	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Killough, Jill	PhD	Clinic Instr	Fam & Con Sci	.50	\$5,353	SI 2017
R	Kimmons, Janice	PhD	Assoc Prof	Fam & Con Sci	.50	\$5,720	SI 2017
R	Kwon, Eunjin	MA	Assist Prof	Fam & Con Sci	.50	\$5,000	SI 2017
R	Lopez, Belinda	PhD	Assist Prof	C & SP	.50	\$5,305	SI 2017
R	Lopez, Belinda	PhD	Assist Prof	C & SP	1.0	\$10,611	SIII 2017
R	Mannino, Gina	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Martin, Gary	EdD	Professor	Ed Leadership	.50	\$7,924	SI 2017
R	Mason, Diane	PhD	Assoc Prof	Ed Leadership	1.0	\$27,333	SIII 2017
R	Meeuwse, Kristi	MEd	Adjunct	Ed Leadership	.20	\$3,000	SP 2017
R	Moore, Alan	PhD	Assoc Prof	Health & Kine	.67	\$7,788	SI 2017
R	Moore, Ruth	PhD	Dist Clinic Prof	C & SP	1.0	\$9,516	SI 2017
R	Msengi, Clementine	EdD	Visit Assist Prof	Ed Leadership	1.0	\$21,992	SIII 2017
R	Msengi, Israel	EdD	Assoc Prof	Health & Kine	1.0	\$11,504	SI 2017
R	Mylorie, Robika	PhD	Dist Clinic Prof	C & SP	1.0	\$9,516	SI 2017
R	Nelson, Cheryl	EdD	Clinic Instr	C & SP	1.0	\$9,662	SI 2017
R	Nguyen, Anna	EdD	Clinic Instr	C & SP	1.0	\$10,982	SI 2017
R	Nicks, Robert	EdD	Assoc Prof	Ed Leadership	.50	\$6,835	SI 2017
R	Nixon, Lisa	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	O'Connor, Johnny	PhD	Assist Prof	Ed Leadership	1.0	\$24,742	SIII 2017
R	Perez, Robin	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Preston, Rondall	PhD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Puente, Christina	EdD	Clinic Instr	Ed Leadership	.50	\$4,759	SI 2017
R	Rios, Cristina	PhD	Assoc Prof	Teacher Ed	.50	\$8,448	SI 2017
R	Ruiz, Connie	PhD	Assoc Prof	Fam & Con Sci	1.0	\$13,294	SI 2017
R	Shelton, Virginia	PhD	Assoc Prof	Ed Leadership	1.0	\$29,720	SIII 2017
R	Shows, Amy	PhD	Professor	Fam & Con Sci	1.0	\$14,771	SI 2017
R	Singh, Mamta	PhD	Assist Prof	Teacher Ed	.50	\$5,678	SI 2017
R	Snook, Joy	PhD	Assist Prof	C & SP	.50	\$5,063	SI 2017
R	Snook, Joy	PhD	Assist Prof	C & SP	.50	\$5,063	SIII 2017
R	Thibodeaux, Tilisa	EdD	Assist Prof	Ed Leadership	.50	\$5,578	SI 2017
R	Wallace, David	PhD	Assist Prof	Ed Leadership	1.0	\$12,012	SI 2017
R	Weinbaum, Rebecca	PhD	Assoc Prof	C & SP	.50	\$6,136	SI 2017
R	Welch, Brett	PhD	Assoc Prof	Ed Leadership	1.0	\$21,167	SIII 2017
R	White, Porchaneer'	PhD	Clinic Instr	Ed Leadership	.50	\$4,758	SI 2017
R	Wines, Lisa	PhD	Assist Prof	C & SP	1.0	\$11,564	SI 2017
R	Wright, Howell	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2017
R	Young, James	PhD	Assoc Prof	Ed Leadership	1.0	\$25,710	SIII 2017

COLLEGE OF ENGINEERING

R	Almallahi, Hussein	MA	Instructor	Elect Engr	.50	\$5,169	SI 2017
R	Barzegaranbaboli, Mohmmadreza	PhD	Assist Prof	Elect Engr	1.0	\$16,536	SI 2017
R	Beheshti, Ali	PhD	Assist Prof	Mech Engr	.50	\$7,746	SI 2017
R	Curry, James	PhD	Assoc Prof	Indus Engr	.50	\$7,374	SIII 2017
R	Davami, Keivan	PhD	Assist Prof	Mech Engr	.50	\$7,500	SI 2017
R	Guduru, Ramesh	PhD	Assist Prof	Mech Engr	.50	\$6,920	SI 2017

R	Jeffryes, Clayton	PhD	Assist Prof	Chem Engr	.50	\$7,733	SI 2017
R	Knight, Daniel	PhD	Visit Assist Prof	Chem Engr	.50	\$6,008	SI 2017
R	Li, Xian	PhD	Assoc Prof	Mech Engr	1.0	\$14,561	SI 2017
R	Li, Yueqing	PhD	Assist Prof	Indus Engr	1.0	\$13,988	SI 2017
R	Liu, Xinyu	PhD	Assoc Prof	Indus Engr	1.0	\$14,665	SI 2017
R	Sayil, Selahattin	PhD	Assoc Prof	Elect Engr	.50	\$8,253	SI 2017
R	Tokgoz, Berna	PhD	Assist Prof	Indus Engr	1.0	\$13,806	SI 2017
R	Tcheslavski, Gleb	PhD	Assoc Prof	Elect Engr	.50	\$10,148	SIII 2017
R	Wari, Ezra	MS	Instructor	Indus Engr	.50	\$5,153	SI 2017
R	Wei, Tao	PhD	Assist Prof	Chem Engr	.50	\$6,691	SI 2017
R	Yao, Chun-Wei	PhD	Assist Prof	Mech Engr	.50	\$7,500	SI 2017
R	Yentzen, Gary	MS	Instructor	Indus Engr	.50	\$5,605	SI 2017
R	Zargarzadeh, Hassan	PhD	Assist Prof	Elect Engr	1.0	\$13,856	SI 2017
R	Zhu, Weihang	PhD	Assoc Prof	Indus Engr	1.0	\$14,785	SIII 2017

COLLEGE OF FINE ARTS & COMMUNICATION

N	Andrews, Jean	PhD	Adjunct	Deaf Stud/Ed	.50	\$2,910	SI 2017
R	Azios, Michael	MS	Instructor	Spch/Hearing	.50	\$5,000	SI 2017
R	Coughlan, Andrew	MS	Adjunct	Communication	.40	\$5,820	SP 2017
R	Culbertson, Robert	DMA	Professor	Music	.50	\$6,488	SI 2017
R	Dockens, Ashley	AuD	Assist Prof	Spch/Hearing	.50	\$5,520	SI 2017
R	Dyrhaug, Kurt	MFA	Professor	Art	1.0	\$11,839	SI 2017
N	Felipe, Lillian	PhD	Assist Prof	Spch/Hearing	1.0	\$67,000	2017-18
R	Fischer, Julia	PhD	Assist Prof	Art	1.0	\$8,068	SI 2017
R	Freyermuth, Sherry	MFA	Assist Prof	Art	1.0	\$8,598	SI 2017
R	Gachot, Richard	MA	Assoc Prof	Art	1.0	\$11,905	SI 2017
R	Gentry, Mary	EdD	Assoc Prof	Deaf Stud/Ed	1.0	\$12,543	SI 2017
R	Hawa, Jeremy	MA	Adjunct	Communication	.20	\$2,290	SP 2017
R	Hemenway, Paul	PhD	Professor	Communication	1.0	\$12,929	SI 2017
R	Howard, Connie	AuD	Assoc Prof	Spch/Hearing	1.0	\$11,207	SI 2017
R	MacLaughlin, Heidi	EdS	Instr in Sup	Deaf Stud/Ed	.50	\$3,917	SI 2017
R	Maddux, Laura	PhD	Visit Assist Prof	Deaf Stud/Ed	.50	\$4,458	SI 2017
R	Mann, Lyman	MS	Instructor	Deaf Stud/Ed	.50	\$3,417	SI 2017
R	Marchut, Amber	MS	Instructor	Deaf Stud/Ed	.50	\$4,333	SI 2017
N	McMahan, Andrew	DMA	Assoc Prof	Music	1.0	\$90,000	2017-18
R	Meline, Timothy	PhD	Professor	Spch/Hearing	1.0	\$14,346	SI 2017
N	Miller, Jason	BGS	Adjunct	Communication	.20	\$2,910	SP 2017
R	Radhakrishnan, Nandhakumar	PhD	Assoc Prof	Spch/Hearing	.50	\$6,080	SI 2017
R	Radhakrishnan, Nandhakumar	PhD	Assoc Prof	Spch/Hearing	.50	\$6,080	SIII 2017
R	Reading, Heather	AuD	Assist Prof	Spch/Hearing	1.0	\$11,382	SI 2017
R	Rissman, Maurice	DMA	Professor	Music	.50	\$6,082	SI 2017
R	Smith, Zanthia	EdD	Assoc Prof	Deaf Stud/Ed	.50	\$6,545	SI 2017
R	Stanley, O'Brien	MFA	Professor	Communication	.50	\$6,406	SIII 2017
R	Tindall, Natalie	PhD	Professor	Deaf Stud/Ed	.50	\$7,542	SI 2017
R	Whisenhunt-Saar, Karen	MS	Instructor	Spch/Hearing	1.0	\$9,761	SI 2017
R	Wright, Christopher	MFA	Assoc Prof	Theatre/Dance	1.0	\$10,312	SI 2017

LIBRARY

N	Scott Crawford	MS	Instructor	Library	.50	\$24,000	SP 2017
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CHANGE OF STATUS

Name	Department	Change of Status	Period
None to Report			

SALARY STIPEND

Name	Department	Amount of stipend	Period
Abernathy, Lucy	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Adams, Nancy	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Aguilar, Amanda	Distance Ed	Received \$1,500 for course instruction	SP 2017
Alasti, Sanaz	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Allen, Charles	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Allen, Shelly	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Arterbury, Elvis	Ac Partnership	Received \$500 for course instruction	SP 2017
Azodi, Donna	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Baldo, Melissa	Ac Partnership	Received \$2,000 for course instruction	SP 2017
Bandyopadhyay, Kakoli	Distance Ed	Received \$500 for course instruction	SP 2017
Bartlett, Karen	Ac Partnership	Received \$2,250 for course instruction	SP 2017
Blankenship, Brixey	Theatre & Dance	Received \$500 for creating spring concert choreography	SP 2017
Borel, Daryl Ann	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Bronson, Eric	Academic Affairs	Received \$5,000 for Vice Chair of IRB Committee duties	2016-17
Butaud, Gayle	Teacher Ed	Received \$5,467 for Dir of Field Experience Office duties	SI 2017
Carey, Donald	Distance Ed	Received \$1,000 for course instruction	SP 2017
Carlisle, Robert	Ac Partnership	Received \$5,500 for course instruction	SP 2017
Chang, Chiung-Fang	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Chen, Chun-Da	Ac Partnership	Received \$500 for course instruction	SP 2017
Choi, Jai-Young	Ac Partnership	Received \$500 for course instruction	SP 2017
Cogswell, Lauren	Ac Partnership	Received \$5,500 for course instruction	SP 2017
Creel, Jimmy	Ac Partnership	Received \$500 for course instruction	Fall 2016
Creel, Jimmy	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Curl, Eileen	Academic Affairs	Received \$10,000 for Chair of IRB Committee duties	2016-17
Das, Kumer	Office of Undergraduate Research	Received \$16,183 for Director duties	SI 2017
Davis, Randy	Ac Partnership	Received \$4,000 for course instruction	SP 2017
Deppe, Scott	Music	Received \$10,000 for Dir of Summer Band Camp duties	June 2017
Dubois, Mary	Ac Partnership	Received \$1,000 for course instruction	SP 2017
Easterly, Bianca	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Ervin, Mel	Ac Partnership	Received \$2,000 for course instruction	SP 2017
Escamilla, Craig	Distance Ed	Received \$500 for course instruction	SP 2017
Fischer, Julia	Art	Received \$3,000 for	Summer 2017

Flamez, Brande	Ac Partnership	Presidential Faculty Fellowship Received \$5,000 for course instruction	SP 2017
Garcia, Jesus	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Godkin, Roy	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Greenidge, Wendy	Ac Partnership	Received \$4,000 for course instruction	SP 2017
Gubala, Sara	Ac Partnership	Received \$5,000 for course instruction	SP 2017
Gummelt, Virginia	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Hall, Iva	Ac Partnership	Received \$6,083 for course instruction	SP 2017
Hammonds, Carol	Ac Partnership	Received \$250 for course instruction	SP 2017
Hamza, Mohammad	Ac Partnership	Received \$2,000 for course instruction	SP 2017
Harden, Brad	Ac Partnership	Received \$2,000 for course instruction	SP 2017
Harris, Patricia	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Harrison, Glen	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Hemenway, Paul	Ac Partnership	Received \$500 for course instruction	SP 2017
Hirano, Koji	Distance Ed	Received \$500 for course instruction	SP 2017
Ho, Tho Ching	College of Engineering	Received \$26,090 for Dir of TX Air Research Center duties	Summer 2017
Holmes, William	Ed Leadership	Received \$2,100 for Interim Chair duties	Summer 2017
Holmes, William	Health & Kine	Received \$2,100 for Interim Chair duties	Summer 2017
Jagneaux, Lara	College Arts & Sciences	Received \$5,741 for Advising Students	Summer 2017
Jagneaux, Lara	College Arts & Sciences	Received \$3,500 as Advising Center Program Coord duties	Summer 2017
Johnson, Cheryl	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Karani, Komal	Ac Partnership	Received \$500 for course instruction	SP 2017
Knight, Stacey	Ac Partnership	Received \$2,500 for course instruction	SP 2017
Koh, Hikyoo	Distance Ed	Received \$500 for course instruction	SP 2017
Lanier, Boyd	Ac Partnership	Received \$500 for course instruction	SP 2017
Lin, Cheng-Hsien	Ac Partnership	Received \$4,000 for course instruction	SP 2017
Long, Elizabeth	Ac Partnership	Received \$2,000 for course instruction	SP 2017
Lopez, Belinda	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Mann, Jim	Ac Partnership	Received \$3,000 for course instruction	SP 2017
Martin, Gary	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Mayper, Theresa	Ac Partnership	Received \$2,000 for course instruction	SP 2017
McAfee, Nancye	Ac Partnership	Received \$1,167 for course instruction	SP 2017
McGough, Kimberly	Ac Partnership	Received \$500 for course	SP 2017

Moore, Ruth	Ac Partnership	instruction Received \$167 for course	SP 2017
Moss, Gisele	Ac Partnership	instruction Received \$2,000 for course	SP 2017
Moss, Jimmy	Ac Partnership	instruction Received \$500 for course	SP 2017
Mulvaney, Antoinette	Distance Ed	instruction Received \$1,500 for course	SP 2017
Mulvaney, Antoinette	Ac Partnership	instruction Received \$1,500 for course	SP 2017
Myloire, Robika	Ac Partnership	instruction Received \$4,500 for course	SP 2017
Natarajan, Vivek	Ac Partnership	instruction Received \$500 for course	SP 2017
Nguyen, Anna	Ac Partnership	instruction Received \$1,500 for course	SP 2017
Nicks, Robert	Ac Partnership	instruction Received \$1,000 for course	SP 2017
Nicoletto, Paul	Distance Ed	instruction Received \$300 for course	Fall 2016
Nicoletto, Paul	Ac Partnership	instruction Received \$500 for course	SP 2017
O'Brien, Patricia	Ac Partnership	instruction Received \$500 for course	SP 2017
Ordway, Ann	Ac Partnership	instruction Received \$3,500 for course	SP 2017
Pearce, Gloria	Distance Ed	instruction Received \$1,000 for course	SP 2017
Pipkins, Cynthia	Ac Partnership	instruction Received \$750 for course	SP 2017
Popp, Charles	Ac Partnership	instruction Received \$1,500 for course	SP 2017
Posey, Amanda	Ac Partnership	instruction Received \$500 for course	SP 2017
Poston, Ken	Ac Partnership	instruction Received \$2,000 for course	SP 2017
Puente, Christina	Ac Partnership	instruction Received \$7,000 for course	SP 2017
Ravey, Jennifer	English/M Lang	Received \$7,643 for Director of Writing Center duties	Summer 2017
Robinson, Linda	Ac Partnership	instruction Received \$250 for course	SP 2017
Roebuck, Karen	Ac Partnership	instruction Received \$500 for course	SP 2017
Rui, Jian	Ac Partnership	instruction Received \$500 for course	SP 2017
Sandovici, Maria	Ac Partnership	instruction Received \$500 for course	SP 2017
Saucedo, Richard	Ac Partnership	instruction Received \$500 for course	SP 2017
Scheer, Mary	History	Received \$5,000 for Director of Center for History and Culture duties	SP 2017
Scheer, Mary	History	Received \$6,728 for Liason for Gladys City duties	SI 2017
Scheidemandel, Jeferson	Ac Partnership	instruction Received \$500 for course	SP 2017
Sen, Kabir	Ac Partnership	instruction Received \$1,500 for course	SP 2017
Shearer, Raymond	Ac Partnership	instruction Received \$3,000 for course	SP 2017
Shelton, Virginia	Ed Leadership	Received \$1,500 for Director of Doctoral Program duties	Summer 2017

Shoefstall, Sherri	Ac Partnership	Received \$3,000 for course instruction	SP 2017
Smith, Judy	Ac Partnership	Received \$500 for course instruction	SP 2017
Snook, Joy	Ac Partnership	Received \$500 for course instruction	SP 2017
Sowers, Thomas	Distance Ed	Received \$1,000 for course instruction	SP 2017
Stewart, Arthur	Center for Phil Studies	Received \$5,988 for Director Center for Phil Studies duties	Summer 2017
Thibodeaux, Tilisa	Ac Partnership	Received \$1,000 for course instruction	SP 2017
Villate, Vanessa	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Walker, Mary	Ac Partnership	Received \$417 for course instruction	SP 2017
Wallace, David	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Wang, Sujing	Distance Ed	Received \$500 for course instruction	SP 2017
Weeks, Kelly	Ac Partnership	Received \$500 for course instruction	SP 2017
Whitaker, Rachael	Ac Partnership	Received \$500 for course instruction	SP 2017
White, Porchaneer'	Ac Partnership	Received \$7,000 for course instruction	SP 2017
Wines, Lisa	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Worley, Robert	Ac Partnership	Received \$500 for course instruction	SP 2017
Worley, Vidisha	Ac Partnership	Received \$500 for course instruction	SP 2017
Wright, Stuart	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Yao, Quingjiang	Ac Partnership	Received \$1,000 for course instruction	SP 2017
Yoo, Julia	Ac Partnership	Received \$500 for course instruction	SP 2017

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. None to Report.

ADDITION OF DUTIES

1. Joubert, Lakrystal; Interim Assist. Director, Compliance Officer, at a 4-month rate of \$3,965, effective May 1, 2017.
2. Larson, Jamie; from Senior Director of Finance and Accounting to Acting Associate Vice President of Financial Services, receiving 4-month stipend of \$3,400, effective May 10, 2017.
3. Ravey, Jennifer; Director of Writing Center, at a 3-month rate of \$7,643, effective June 1, 2017.
4. Smith, Amy; Director of Faculty Dev, Center for Teaching & Learning Enhance., at a 12-month rate of \$8,400, effective January 1, 2017.
5. Smith, Amy; Director of Faculty Dev, Center for Teaching & Learning Enhance., at a 3-month rate of \$10,338, effective June 1, 2017.

CHANGE OF STATUS

1. Sheppard, Joanna; from Senior Director of Cash Management to Executive Director of Business and

- Treasury Services and Treasurer, receiving a 4-month stipend of \$2,000, effective May 10, 2017.
2. Walker, Natasha; Assistant Registrar, Records, from Director of Records, Distance Learning, at a 12-month rate of \$50,000, effective April 17, 2017.

LEAVE OF ABSENCE

1. Broussard, Carly; Assist. Director of MBA, return from FMLA, effective April 24, 2017.
2. Gray, Troy; Director, Gladys City Museum, begin FMLA with pay, effective February 17, 2017.
3. Kang, Kyehong; Director of Online Course Dev, Academic Partnership, begin FMLA with pay, effective March 27, 2017.
4. Lemoine, Erin; Director of Engineering Outreach & Student Services, begin FMLA with pay effective, June 25, 2017.

SEPARATION

1. None to Report.

RECLASSIFICATION

1. Baker, Twila; from Associate Vice President of Finance to Executive Director of Compliance and Analysis, effective May 10, 2017.
2. Irving, Melissa; Assist. Director of Learning Communities in Higher Education Partnership, effective May 1, 2017.
3. Scott, Ashley; from Director of Contract Management to Executive Director of Administrative Services, effective May 10, 2017.
4. Thibodeaux, Diane; from Associate Vice President of Procurement to Associate Vice President of Administrative Services, effective May 10, 2017.

RESIGNATION

1. None to Report

RETIREMENT

1. Matthews, Tom; Director of Assessment, Planning and Assessment, effective June 2, 2017.

PROMOTION

1. Contreras, Celeste; Graduate College Editor & Recruiter in Graduate Studies promoted to Director of Admissions in Enrollment Services, at a 12-month rate of \$70,724, effective June 1, 2017.
2. Smith, Amy; Assoc. Professor, promoted to Assoc. Prof./Director of Faculty Dev, Center for Teaching & Learning Enhance., at a 9-month rate of \$56,262, effective January 16, 2017.

SALARY CHANGE

1. Sheehan, Ashley; Director of Distance Learning Academic Advising, at a 12-month rate of \$48,858, effective May 1, 2017.

Sam Houston State University

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. Bouffard, Jeffrey, Professor, Criminal Justice and Criminology, effective August 31, 2017.
2. Bouffard, Leana, Professor, Criminal Justice and Criminology, effective July 15, 2017.
3. Fortunato, Michael, Assistant Professor, Sociology, effective May 31, 2017.
4. Lee, Da-Bae, Assistant Professor, Curriculum and Instruction, effective August 31, 2017.
5. McClendon, Levi, Assistant Professor, Counselor Education, effective August 31, 2017.
6. McGowan, Tyrone, Assistant Professor, Language, Literacy and Special Populations, effective August 31, 2017.
7. Payne, John, Assistant Professor, Security Studies, effective August 31, 2017.

RETIREMENT

1. Bridges, Janet, Professor, Mass Communication, effective August 31, 2017.
2. Chasteen, Thomas, Professor, Chemistry, effective August 31, 2017.
3. Hallum, Cecil, Professor, Mathematics and Statistics, effective May 31, 2017.
4. Hynes, Geraldine, Professor, General Business and Finance, effective August 31, 2017.
5. Swicegood, Philip, Professor, Language, Literacy and Special Populations, effective August 31, 2017.

EARLY RETIREMENT

1. Fair, Frank, Professor, Psychology and Philosophy, effective May 31, 2017.
2. Olson, James, Distinguished Professor, History, effective May 31, 2017.
3. Samuels, George, Professor, Economics and International Business, effective June 30, 2017.
4. Serres, Sheryl, Associate Professor, Counselor Education, effective August 31, 2017.

TENURE

1. Morowski, Deborah, Professor and Chair, Curriculum and Instruction, effective September 1, 2017.

CHANGES IN STATUS

1. Domitrovic, Brian, from Associate Professor and Chair, History; to Associate Professor, History, effective August 31, 2017.
2. Mullings, Janet, from Professor, Criminal Justice and Criminology and Executive Director, SHSU Woodlands Center; to Professor, Criminal Justice and Criminology, effective August 31, 2017.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF BUSINESS ADMINISTRATION							
N	Belsito, Carrie	Ph.D.	Asst. Prof	Mngt. & Marketing	1.00	96,012	FY 2018
N	Blix, Leslie	Ph.D.	Asst. Prof	Accounting	1.00	130,014	FY 2018
R	Jones, Jr., Robert	Ph.D.	Lect.-Pool	Mngt. & Marketing	0.25	3,600	3 2017
COLLEGE OF CRIMINAL JUSTICE							
N	Brady, Patrick	Ph.D.	Lect.-Pool	Criminal Justice	0.25	3,000	3 2017
R	Christensen, Laurie	M.S.	Lect.-Pool	Security Studies	0.25	1,500	2 2017
R	Denham, Mark	M.S.	Lect.-Pool	Criminal Justice	0.25	1,500	2 2017
R	Dyess, John	M.S.	Lect.-Pool	Criminal Justice	0.50	6,000	3 2017
R	Krumpholz, Lindsey	M.S.	Lect.-Pool	Criminal Justice	0.25	1,500	2 2017
R	Kukua, Diana	M.S.	Lect.-Pool	Criminal Justice	0.25	1,500	2 2017
R	Lunsford, Kevin	B.S.	Lect.-Pool	Criminal Justice	0.25	3,000	3 2017
R	Morrison, Stephen	Ph.D.	Lect.-Pool	Criminal Justice	0.25	3,000	3 2017
R	Price, Rebecca	M.S.	Lect.-Pool	Criminal Justice	0.25	1,500	2 2017
R	Templeton, Melissa	M.A.	Lect.-Pool	Criminal Justice	0.25	3,000	3 2017
R	Tumlinson, David	M.S.	Lect.-Pool	Criminal Justice	0.25	1,500	2 2017
N	Wells, Jessica	Ph.D.	Lect.-Pool	Criminal Justice	0.50	6,000	3 2017
COLLEGE OF EDUCATION							
R	Ainsworth, Tina	Ph.D.	Lect.-Pool	Counselor Ed.	1.00	9,846	3 2017
R	Bethel, Jana	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	3 2017
R	DeFrance, Emily	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,801	3 2017
R	Ellis, Dustin	M.A.	Lect.-Pool	Counselor Ed.	0.50	4,923	3 2017
R	Fitzgerald, Evelyne	Ph.D.	Lect.-Pool	Counselor Ed.	0.75	7,385	3 2017
R	Guardiola-Castillo, I.	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	3 2017
N	Henderson, Susan	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	3 2017
N	Henderson, Susan	Ph.D.	Asst. Prof	Counselor Ed.	1.00	55,008	FY 2018
N	Morowski, Deborah	Ph.D.	Professor	Curr. & Instr.	1.00	79,506	FY 2018
R	Pickett, Janie	Ed.D.	Lect.-Pool	Library Science	0.25	2,462	3 2017
R	Rodriguez-Almendarez, R	Ph.D.	Lect.-Pool	Counselor Ed.	0.50	4,923	3 2017
R	Ross, Andrea	M.A.	Lect.-Pool	Counselor Ed.	0.25	2,462	3 2017
R	Sheneman, Laura	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	3 2017

R	Smith, Rebekah	M.A.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.34	3,348	3 2017
R	Smith-Edwards, B.	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	3 2017
R	Timm, Naomi	M.A.	Lect.-Pool	Counselor Ed.	0.50	4,923	3 2017
R	Weems, Mark	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	3 2017
R	Wilson, Tara	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	13,338	3 2017

COLLEGE OF FINE ARTS AND MASS
COMMUNICATION

N	Bryson, Jonathan	M.F.A.	Asst. Prof	Art	1.00	57,006	FY 2018
R	Cascio, Christopher	M.F.A.	Lect.-Pool	Art	0.25	1,501	2 2017
R	Crabtree, John	D.M.A.	Lect.-Pool	Music	0.50	7,002	3 2017
N	Lorenc, Wojciech	M.F.A.	Assoc. Prof	Mass Comm.	1.00	56,016	FY 2018
N	Manculich, Joshua	M.F.A.	Asst. Prof	Dance	1.00	51,012	FY 2018

COLLEGE OF HEALTH SCIENCES

R	Gray, Tayler	M.A.	Lect.-Pool	Kinesiology	0.25	1,238	2 2017
R	Oden, Simmie	M.A.	Lect.-Pool	Kinesiology	0.88	13,860	3 2017
R	Stone, Susie	M.A.	Lect.-Pool	Population Hlth	0.25	6,750	3 2017
R	Temple, David	M.S.	Lect.-Pool	Kinesiology	0.25	3,938	3 2017
R	Wallace, Courtney	M.A.	Lect.-Pool	Population Hlth	0.50	9,000	3 2017

COLLEGE OF HUMANITIES AND SOCIAL
SCIENCES

R	Allen, Justin	M.A.	Lect.-Pool	Psy. & Philosophy	0.25	2,042	2 2017
R	Baker, Caleb	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.58	6,960	3 2017
R	Brown, Crystal	M.A.	Lect.-Pool	Sociology	0.25	3,000	3 2017
R	Davis, Kimberly	M.F.A.	Lect.-Pool	English	1.00	12,000	3 2017
N	Gardner, Jeffrey	Ph.D.	Asst. Prof	Sociology	1.00	55,512	FY 2018
R	Gutierrez-Beltran, V.	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.66	7,920	3 2017
R	Holmberg, Joseph	M.S.	Lect.-Pool	Wrld Lang& Cultures	0.50	6,402	3 2017
R	Medina Lopez, Julio	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.50	6,000	3 2017
R	Powell, Audrey	Ph.D.	Lect.-Pool	Wrld Lang& Cultures	0.50	3,000	2 2017
R	Renteria, Ray	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.50	7,002	3 2017
R	Wynveen, Brooklynn	Ph.D.	Lect.-Pool	Sociology	0.25	3,000	3 2017

COLLEGE OF SCIENCE AND ENGINEERING
TECHNOLOGY

N	Bedore, Jessica	Ph.D.	Lect.-Pool	Ag.Sci&EngrTech	0.25	1,251	2 2017
N	Bedore, Jessica	Ph.D.	Asst. Prof.	Ag.Sci&EngrTech	1.00	71,802	FY 2018
R	Benke, Dale	M.Ed.	Lect.-Pool	Ag.Sci&EngrTech	0.25	1,688	2 2017
R	Bullion, Alisha	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	3,753	3 2017
R	Coogler, Keith	Ed.D.	Lect.-Pool	Ag.Sci&EngrTech	0.50	8,658	3 2017
N	Dent, James	Ph.D.	Asst. Prof	Physics	1.00	75,006	FY 2018
R	Ford, Richard	Ed.D.	Lect.-Pool	Ag.Sci&EngrTech	0.25	2,502	3 2017
R	Franks, Kristie	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.50	6,750	3 2017
N	Hobbs, Christopher	Ph.D.	Asst. Prof	Chemistry	1.00	68,004	FY 2018
N	Pecen, Recayi	Ph.D.	Professor	Ag.Sci&EngrTech	1.00	94,014	FY 2018
R	Scasta, Jennifer	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	1,251	2 2017
R	Stewart, Christopher	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	2,502	3 2017
N	Trad, Tarek	Ph.D.	Assoc. Prof	Chemistry	1.00	70,002	FY 2018
R	Tripp, Timothy	Ph.D.	Lect.-Pool	Biological Sciences	0.25	3,950	3 2017
R	Waugh, Terrence	Ph.D.	Lect.-Pool	Ag.Sci&EngrTech	0.25	1,875	2 2017
R	Wilson, Marsha	M.B.A.	Lect.-Pool	Ag.Sci&EngrTech	0.25	1,688	2 2017
R	Young, Margaret	M.Ed.	Lect.-Pool	Mth. & Statistics	0.25	3,000	3 2017

SAM HOUSTON STATE UNIVERSITY

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Campbell, Kyle, Coach Associate Basketball, Athletics, at a 12-month rate of \$57,000, on a full-time basis effective June 1, 2017.
2. Collier, Jessica, Assistant Director for Administrative Program Review, Institutional Research and Analysis, at a 12-month rate of \$57,984, on a full-time basis effective May 1, 2017.
3. Corley, Lisa, Assistant Controller for Financial Reporting, Controller, at a 12-month rate of \$66,000, on a full-time basis effective April 1, 2017.
4. Fisher, Darian, Assistant Director for Marketing and Guest Services, Residence Life, at a 12-month rate of \$48,000, on a full-time basis effective May 16, 2017.
5. Hayden, John, Instructional Designer, Distance Education and Learning Technologies for Academics, at a 12-month rate of \$49,992, on a full-time basis effective March 20, 2017.
6. Herchenroeder, Cory, Coach Associate Soccer, Athletics, at a 12-month rate of \$35,016, on a full-time basis effective April 1, 2017.
7. Williams, Robert, Director of Medical Services, Health Center, at a 12-month rate of \$168,960, on a full-time basis effective April 1, 2017.

CHANGES IN STATUS

1. Clark, Diane, Administrative Associate III to Assistant Director for Impaired Driving Initiatives, College of Criminal Justice, at a 12-month rate of \$60,000, effective June 1, 2017.
2. Fors, Stephanie, Business Analyst IV to Coordinator V, Office of the Vice Provost, at a 12-month rate of \$75,000, effective May 16, 2017.
3. Gilbert, Gloria, Administrative Associate I to Alumni and Donor Relations Coordinator, College of Criminal Justice, at a 12-month rate of \$60,024, effective June 1, 2017.
4. Gillespie, Ben, Associate Professor to Associate Dean of College, College of Sciences and Engineering Technology Office of the Dean, at a 12-month rate of \$117,768, effective June 1, 2017.
5. Haynes, Siddiq, Administrative Assistant I to Coach Associate Football, Athletics, at a 12-month rate of \$32,496, effective May 1, 2017.
6. Hightower, Wilbert, Assistant Controller General Accounting to General Accounting Manager, Controller, no change in pay, effective May 16, 2017.
7. Hurley, Susan, Assistant Controller Research Administration to Research Administration Manager, Controller, no change in pay, effective May 16, 2017.
8. LeNorman, Dustin, Athletic Trainer to Associate Athletic Director Sports Medicine, Athletics, at a 12-month rate of \$80,016, effective May 16, 2017.
9. Martinez, Carolyn, Director of SHSU University Park to Executive Director of The Woodlands Center, The Woodlands Center, at a 12-month rate of \$96,000, effective June 1, 2017.
10. Morris, Kevin, Director of Public Safety Services to Executive Director of Public Safety Services, Public Safety Services, no change in pay, effective April 16, 2017.
11. Mullings, Timothy, Technology Specialist III to Associate Director of Technology Facility Services, College of Criminal Justice, at a 12-month rate of \$72,432, effective April 16, 2017.
12. Roberts, Justin, Coach Associate Football to Coach Assistant Football, Athletics, at a 12-month rate of \$80,016, effective April 1, 2017.
13. Sanchez, Edgar, Senior Academic Advisor to Assistant Director of Academic Advising, Student Advising and Mentoring Center, at a 12-month rate of \$49,896, effective May 16, 2017.
14. St. Vigne, Megan, Associate Academic Advisor to Senior Academic Advisor, Student Advising and Mentoring Center, at a 12-month rate of \$47,520, effective May 16, 2017.
15. Tipton, Tabitha, Informal Recreation Coordinator to Assistant Director I Operations, Lowman Student Center, at a 12-month rate of \$47,496, effective April 1, 2017.
16. Williams, Trevor, Strength Coach to Associate Athletic Director Strength and Conditioning, Athletics, at a 12-month rate of \$80,016, effective May 16, 2017.

SAM HOUSTON STATE UNIVERSITY

DISMISSALS

1. Ortiz, Jennifer, Director of Corporation and Foundation Relations, Capital Campaign Advancement, effective April 6, 2017.

RESIGNATIONS

1. Chandler, Jacob, Associate Vice President for Enterprise Services, Information Technology Enterprise Services, effective April 15, 2017.
2. Corley, Lisa, Assistant Controller for Financial Reporting, Controller, effective April 30, 2017.
3. Ellis, Tiaya, Project Coordinator, Bill Blackwood Law Enforcement Management Institute of Texas, effective March 21, 2017.
4. Herren, Jason, System Administrator I, Information Technology Infrastructure and Support, effective May 15, 2017.
5. House, Shanna, Project Coordinator, College of Criminal Justice, effective April 15, 2017.
6. Laletas, Mary, Assistant Director Counseling Center, Counseling Services, effective March 31, 2017.
7. Smith, James, Coach Associate Basketball, Athletics, effective April 15, 2017.
8. Stein, Jamie, Assistant Director for Administrative Program Review, Institutional Research and Analysis, effective March 31, 2017.

RETIREMENTS

1. Bullard, Glenda, Reservations Coordinator, Lowman Student Center, effective May 31, 2017.
2. Cobb, Paul, System and Operations Manager, College of Criminal Justice, effective March 31, 2017.
3. Glotzbach, Dara, Project Director, College of Criminal Justice, effective March 31, 2017.
4. Kohers, Suzette, Senior ERP Analyst I, Information Technology Enterprise Services, effective April 30, 2017.

DEATHS

1. None

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. None

Sul Ross State University and Rio Grande College

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. Sorrels, John Paul, Ph.D., Vice President for Rio Grande College and Professor of Psychology, Rio Grande College, effective June 30, 2017.
2. Clouse, Scarlet, Assistant Professor of Education, Education, effective August 31, 2017.

RETIREMENTS

1. None to report.

LEAVE OF ABSENCE

1. None to report.

NON-REAPPOINTMENTS

1. None to report.

CHANGES IN STATUS

1. Hunter, Robert, Ph.D., Associate Professor and Chair of Homeland Security and Criminal Justice to Associate Professor of Homeland Security and Criminal Justice, at a nine months' salary rate of \$68,940.00, effective June 1, 2017.
2. Velasco, Joseph, Ph.D., Associate Professor of Communication and Interim Chair of Industrial Technology to Associate Professor of Communication and Interim Chair of Industrial Technology and Interim Chair of Homeland Security and Criminal Justice, at a nine months' salary rate of \$65,075.00, effective June 1, 2017.

PROMOTION TO ASSOCIATE PROFESSOR

1. None to report.

PROMOTION TO FULL PROFESSOR

1. None to report.

TENURE

1. None to report.

TERMINAL CONTRACTS

1. None to report.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF AG & NATURAL RES SCIENCES							
N	Titulaer, Mieke	Ph.D.	Asst. Professor	Natural Resource Management	100%	\$47,500	Fall 2017
COLLEGE OF ARTS & SCIENCES							
R	Alaniz, Alfred	Ph.D.	Lect.-Pool	Biology, Geology & Physical Science	53%	\$5,680	Summer I 2017
R	Alaniz, Alfred	Ph.D.	Lect.-Pool	Biology, Geology & Physical Science	53%	\$5,680	Summer II 2017
N	Barrientes, Carolyn	M.F.A.	Asst. Professor	Fine Arts & Communication	100%	\$47,500	Fall 2017
R	Gallego, Pete	M.A.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Summer II 2017
R	Green, Julia	M.S.	Lect.-Pool	Biology, Geology & Physical Science	20%	\$2,130	Summer I 2017
R	Green, Julia	M.S.	Lect.-Pool	Biology, Geology & Physical Science	27%	\$2,840	Summer II 2017
R	Potts, Lana	J.D.	Lect.-Pool	Fine Arts & Communication	20%	\$2,130	Summer I 2017
R	Tegarden, Andrew	M.A.	Lect.-Pool	Fine Arts & Communication	40%	\$4,260	Summer I 2017
N	Trotman, Alicia	Ph.D.	Asst. Professor	Behavioral & Social Sciences	100%	\$47,500	Fall 2017
R	Wilkerson, Heath	M.S.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Summer I 2017
R	Wilkerson, Heath	M.S.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Summer II 2017
N	Williamson, Savannah	Ph.D.	Asst. Professor	Behavioral & Social Sciences	100%	\$47,500	Fall 2017
COLLEGE OF EDUCATION & PROFESSIONAL STUDIES							
R	Barak, Shaun	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Summer I 2017
R	Cano, Eleazar	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Summer II 2017
R	Fox, Caroline	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Summer I 2017
R	Hayes, Ronda	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Summer II 2017
R	Latham, Stefanie	Ph.D.	Lect.-Pool	Kinesiology & Human Performance	40%	\$4,260	Summer I 2017
R	Latham, Stefanie	Ph.D.	Lect.-Pool	Kinesiology & Human Performance	40%	\$4,260	Summer II 2017
R	McGhee-Cobbs, Rochelle	M.Ed.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Summer I 2017

R	Obinyan, Evaristus	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Summer II 2017
R	Olive, Tamara	Ph.D.	Lect.-Pool	Education	20%	\$2,130	Summer II 2017
R	Schwartz, Mary	M.Ed.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Summer I 2017
R	Scown, Russell	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Summer II 2017
R	Wadley, Cynthia	M.Ed.	Lect.-Pool	Education	40%	\$4,260	Summer I 2017
R	Wadley, Cynthia	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Summer II 2017
R	Wickersham-Fish, Leah	Ph.D.	Lect.-Pool	Education	20%	\$2,130	Summer I 2017
R	Will, Mazie	M.S. C.P.S.	Lect.-Pool	Industrial Technology	20%	\$2,130	Summer II 2017

RIO GRANDE COLLEGE

R	Acuna-Ruiz, Valerie	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Summer II 2017
R	Carbonel-Mason, Wilhelmina	M.S.N.	Lect.-Pool	Natural & Behavioral Sciences	20%	\$4,260	Summer I 2017
R	Johnson, Dennie	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Summer I 2017
R	Ortiz, Rita	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Summer I 2017
R	Ortiz, Rita	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Summer II 2017
R	Pena, Elizabeth	M.B.A.	Lect.-Pool	Humanities	20%	\$2,130	Summer I 2017
R	Roethler, Jeremy	Ph.D.	Lect.-Pool	Humanities	40%	\$4,260	Summer I 2017
R	Roethler, Jeremy	Ph.D.	Lect.-Pool	Humanities	20%	\$2,130	Summer II 2017
R	Walden, Lisa Cortez	Ph.D.	Lect.-Pool	English	20%	\$2,130	Summer I 2017

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Williams, Keisha, M.S., Assistant Athletic Trainer, at a twelve months' salary rate of \$37,500.00, effective July 15, 2017.

CHANGES IN STATUS

1. Ferrell, Micah, Retention Specialist/Advisor to Title V Program Director, Title V El Camino Grant, at a twelve months' salary rate of \$40,977.00, effective June 12, 2017.
2. Loya, Judith, Retention Specialist to Director of Student Support Services, at a twelve months' salary rate of \$35,820.00, effective July 1, 2017.
3. Bernal, Thania, Rio Grande Campus Financial Assistance Counselor to Assistant Director of Financial Assistance, Financial Assistance, at a twelve months' salary rate of \$33,493.00, effective July 7, 2017.

RESIGNATIONS

1. Collier, Katherine G., Director of Human Resources, Human Resources, effective July 19, 2017.
2. Castillo, Elizabeth, Director of Student Services, Student Support Services, effective May 29, 2017.
3. Sandoval, Monica, Assistant Director of Financial Aid, Financial Aid, effective July 6, 2017.
4. Johnson, Michael, Athletics Trainer, Athletics, effective July 12, 2017.
5. Ternus, John, Systems Security Analyst, Office of Information Technology, effective June 14, 2017.

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. Beebe, Steven A., from Regents' Professor and Interim Chair, Communication Studies, to Regents' Professor, Communication Studies, effective June 1, 2017.
2. Bousman, Charles B., from Associate Dean, College of Liberal Arts and Professor, Anthropology, to Professor, Anthropology, effective September 1, 2017.
3. Brittain, William J., from Professor, Chemistry and Biochemistry, to Chair and Professor, Chemistry and Biochemistry, effective July 1, 2017.
4. Feakes, Debra A., Interim Chair and Professor, Chemistry and Biochemistry, to Professor, Chemistry and Biochemistry, effective July 1, 2017.
5. Hennessy, Michael J., Dean, College of Liberal Arts and Professor, English to Professor, English, effective September 1, 2017.
6. Jewell, Robert Todd, from Chair and Professor, Finance and Economics, to Associate Dean, McCoy College of Business Administration and Professor, Finance and Economics, effective September 1, 2017.
7. Keeley-Vassberg, Maureen, from Professor, Communication Studies, to Interim Chair and Professor, Communication Studies, effective June 1, 2017.
8. Kishan, Ruby P., from Professor, Finance and Economics, to Interim Chair and Professor, Finance and Economics, effective September 1, 2017.
9. Knudson, Duane V., from Chair and Professor, Health and Human Performance, to Professor, Health and Human Performance, effective September 1, 2017.
10. Long, Ju, from Associate Professor, Computer Information Systems and Quantitative Methods, to Interim Chair and Associate Professor, Computer Information Systems and Quantitative Methods, effective June 1, 2017.
11. Meaney, Karen S., from Professor, Health and Human Performance, to Chair and Professor, Health and Human Performance, effective September 1, 2017.
12. Mehta, Mayur R., from Associate Dean, McCoy College of Business Administration and Professor, Computer Information Systems and Quantitative Methods, to Professor, Computer Information Systems and Quantitative Methods, effective September 1, 2017.
13. Roundtree, Aimee K., from Associate Professor, English, to Associate Dean, College of Liberal Arts and Professor, English, effective September 1, 2017.
14. Watson, Dwight D., Associate Professor, History, to Associate Dean, College of Liberal Arts and Associate Professor, History, effective September 1, 2017.
15. Wierschem, David C., from Associate Professor, Computer Information Systems and Quantitative Methods, to Associate Dean, McCoy College of Business Administration and Professor, Computer Information Systems and Quantitative Methods, effective September 1, 2017.

RETIREMENTS

1. Bandy, Carroll L., Professor, Mathematics, effective May 31, 2017.
2. Busby, Mark B., Professor, English, effective May 31, 2017.
3. Furney, Steven R., University Distinguished Professor, Health and Human Performance, effective May 31, 2018.
4. Geuras, Dean J., Professor, Philosophy, effective May 31, 2017.
5. Jiang, Zhonghong, Professor, Mathematics, effective May 31, 2017.

LEAVE OF ABSENCE

1. Komogortsev, Oleg, Associate Professor, Computer Science, effective Fall 2017 and Spring 2018.
2. Weigum, Shannon E., Assistant Professor, Biology, effective Fall 2017 and Spring 2018.

RESIGNATIONS

1. Busey, Christopher L., Assistant Professor, Curriculum and Instruction, effective July 15, 2017.
2. Ginder, Whitney A., Assistant Professor, Family and Consumer Sciences, effective May 31, 2017.

APPOINTMENT WITH TENURE

1. Koschoreck, James W., Associate Professor of Counseling, Leadership, Adult Education, and School Psychology, effective September 1, 2017.
2. Pruetz, Jill D., Professor of Anthropology, effective September 1, 2017.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF APPLIED ARTS						
R Gottschall, Portia	M.Ed.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	1,650.00	SSI
N Hollis, Meghan E.	Ph.D.	Assistant Professor	Criminal Justice	1.00	64,000.00	SSI
N Jenney, Christopher B.	M.S.	Assistant Professor	Family and Consumer Sciences	1.00	15,556.00	SSI-SSII
N Jennings, Wesley	Ph.D.	Professor	Criminal Justice	.75	19,666.68	SSI-SSII
N Jennings, Wesley	Ph.D.	Professor	Criminal Justice	1.00	118,000.00	2017-2018
N Lawson, Jennifer	Ph.D.	Assistant Professor	Social Work	1.00	68,000.00	2017-2018
R Le Duc, Frances	Ph.D.	Lecturer	Agriculture	.20	5,500.00	SSI
N Nason, Erica E.	Ph.D.	Assistant Professor	Social Work	1.00	68,500.00	2017-2018
MCCOY COLLEGE OF BUSINESS ADMINISTRATION						
R Biemer, David J.	Ph.D.	Lecturer	Management	.20	4,000.00	SSI-SSII
N Conn, Carolyn T.	Ph.D.	Clinical Asst. Professor	Accounting	1.00	131,000.00	2017-2018
R D'Amelio, Michael	J.D.	Lecturer	Management	.20	4,000.00	SSI-SSII
R Guerrero, Elizabeth	M.B.A.	Lecturer	Management	.20	5,000.00	SSI
N McAllister, Marc C.	J.D.	Assistant Professor	Finance and Economics	1.00	15,000.00	SSII
N McAllister, Marc C.	J.D.	Assistant Professor	Finance and Economics	1.00	90,000.00	2017-2018
R Morgan, Byron L.	Ph.D.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	SSI-SSII
R Morgan, Byron L.	Ph.D.	Lecturer	Management	.20	4,000.00	SSI-SSII
R Zigrossi, Christopher J.	M.B.A.	Lecturer	Management	.20	4,000.00	SSI-SSII
R Zigrossi, Sam J.	M.B.A.	Lecturer	Management	.20	4,000.00	SSI-SSII
COLLEGE OF EDUCATION						
N Fong, Carlton J.	Ph.D.	Assistant Professor	Curriculum and Instruction	1.00	70,000.00	2017-2018
N Leroy, Davis	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSI
R Jackson, Ronald E., Jr.	M.S.	Lecturer	Health and Human Performance	.20	3,500.00	SSI
N Johnson, Marcus	Ph.D.	Assistant Professor	Curriculum and Instruction	1.00	68,000.00	2017-2017
N Kim, Junhyoung	Ph.D.	Assistant Professor	Health and Human Performance	1.00	70,000.00	2017-2018
N Murillo, Luz A.	Ph.D.	Associate Professor	Curriculum and Instruction	1.00	80,000.00	2017-2018

N	Salinas, Clarissa L.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	SSI-SSII
N	Smith, Patrick H.	Ph.D.	Professor	Curriculum and Instruction	1.00	94,500.00	2017-2018
R	Snow, Kathryn R.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	SSI
N	Straubhaar, Rolf J.	Ph.D.	Assistant Professor	Counseling, Leadership, Adult Education, and School Psychology	1.00	70,800.00	2017-2018
N	Thomas, Cathy N.	Ph.D.	Assistant Professor	Curriculum and Instruction	1.00	73,000.00	2017-2018
R	Vesseliza, Robert R., Jr.	M.A.	Lecturer	Health and Human Performance	.20	0.00	SSI-SSII
R	Walters, Sarah E.	M.S.R.L.S.	Lecturer	Health and Human Performance	.20	3,500.00	SSI

COLLEGE OF FINE ARTS AND COMMUNICATION

N	Denis, John M.	M.M.Ed.	Assistant Professor	Music	1.00	57,262.00	2017-2018
R	Gates, Kevin T.	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	SSI
N	Haigh, Michel M.	Ph.D.	Professor	Journalism and Mass Communication	.75	15,666.68	SSI-SSII
N	Haigh, Michel M.	Ph.D.	Professor	Journalism and Mass Communication	1.00	94,000.00	2017-2018
N	Johnson, Bethany	M.F.A.	Assistant Professor	Art and Design	1.00	58,000.00	2017-2018
N	Karjala, Jodi L.	M.F.A.	Lecturer	Theatre and Dance	.40	7,248.00	SSI
R	McAllister, John J.	M.F.A.	Assistant Professor	Theatre and Dance	1.00	58,000.00	2017-2018
R	Novak, Richard A., II	D.M.A.	Assistant Professor	Music	1.00	57,262.00	2017-2018
R	Rodriguez, Melissa D.	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	SSI
N	Timmerman, Charles Erik	Ph.D.	Professor	Communication Studies	1.00	14,464.29	SSII
N	Timmerman, Charles Erik	Ph.D.	Professor	Communication Studies	1.00	135,000.00	2017-2018
N	Timmerman, Lindsay M.	Ph.D.	Associate Professor	Communication Studies	1.00	72,500.00	2017-2018
R	Vandenberg, Scott	M.F.A.	Lecturer	Theatre and Dance	1.00	53,000.00	2017-2018

COLLEGE OF HEALTH PROFESSIONS

N	Ari, Arzu	Ph.D.	Professor	Respiratory Care	1.00	103,818.00	2017-2018
R	Biggan, Elizabeth	M.S.N.	Clinical Asst. Professor	Nursing	1.00	74,000.00	2017-2018
N	Corbitt, John T.	B.S.R.C.	Clinical Lecturer	Respiratory Care	.20	3,500.00	SSI
R	Imathiu, Elizabeth	M.S.N.	Lecturer	Nursing	.20	6,500.00	SSI-SSII
N	McManus, Mildred	Ph.D.	Lecturer	Nursing	.20	3,000.00	SSI-SSII
N	Mohan, Ranjini	Ph.D.	Assistant Professor	Communication Disorders	1.00	62,500.00	2017-2018
R	Pereira, Christine	M.S.N.	Lecturer	Nursing	.20	3,000.00	SSI-SSII
N	Ramamonjarivelo, Zo H.	Ph.D.	Associate Professor	Health Administration	1.00	85,000.00	2017-2018
N	Zamarripa, Joe	B.S.	Clinical Lecturer	Respiratory Care	.20	3,500.00	SSI

COLLEGE OF LIBERAL ARTS

N	Clegg, Jennifer M.	Ph.D.	Sr. Lecturer	Psychology	1.00	46,000.00	2017-2018
N	Haegele, Lisa K.	Ph.D.	Assistant Professor	Modern Languages	1.00	60,500.00	2017-2018
N	Johnson, Shawn	M.Ed.	Lecturer	Political Science	.20	3,000.00	SSI
N	Popescu, Ionut C.	Ph.D.	Assistant Professor	Political Science	1.00	63,000.00	2017-2018
N	Pruetz, Jill D.	Ph.D.	Professor	Anthropology	1.00	120,000.00	2017-2018

R	Solem, Michael	Ph.D.	Research Professor	Geography	1.00	37,500.00	SSI-SSII
N	Valencia, Louie D.	Ph.D.	Assistant Professor	History	1.00	59,000.00	2017-2018

COLLEGE OF SCIENCE AND ENGINEERING

R	Allison, Jeffrey C.	Ph.D.	Lecturer	Chemistry and Biochemistry	.20	6,437.50	SSI
N	Dong, Zhijie	Ph.D.	Assistant Professor	Engineering	1.00	81,000.00	2017-2018
N	Fritts, Sarah R.	Ph.D.	Assistant Professor	Biology	1.00	70,000.00	2017-2018
N	Hoffmann, William	Ph.D.	Assistant Professor	Chemistry and Biochemistry	1.00	70,000.00	2017-2018
N	Pedrozo, Hugo A	Ph.D.	Lecturer	Biology	.40	7,000.00	SSI
N	Sharma, Shobhit	Ph.D.	Sr. Lecturer	Biology	1.00	49,777.00	2017-2018
N	Smith, Charles C.	Ph.D.	Professor of Practice	Engineering Technology	1.00	111,000.00	2017-2018
R	Taylor, Sunni J.	Ph.D.	Lecturer	Biology	.40	7,000.00	SSI
R	Taylor, Sunni J.	Ph.D.	Sr. Lecturer	Biology	1.00	49,777.00	2017-2018
N	Tešić, Jelena	Ph.D.	Assistant Professor	Computer Science	1.00	93,000.00	2017-2018
N	Yan, Yan	Ph.D.	Assistant Professor	Computer Science	1.00	93,000.00	2017-2018
N	Yost, Shane R.	Ph.D.	Assistant Professor	Chemistry and Biochemistry	1.00	69,000.00	2017-2018
N	Valles, Damian	Ph.D.	Assistant Professor	Engineering	1.00	86,500.00	2017-2018
N	Wilde, William	Ph.D.	Professor	Engineering Technology	1.00	142,000.00	2017-2018
N	Wistey, Mark A.	Ph.D.	Associate Professor	Physics	1.00	18,666.68	SSI-SSII
N	Wistey, Mark A.	Ph.D.	Associate Professor	Physics	1.00	84,000.00	2017-2018

Texas State University

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Ackerley, Paul, M.B.A., Executive Assistant, VP for University Advancement, at a 12-month rate of \$68,000, on a full-time basis, effective March 13, 2017.
2. Alden, Danal P., B.S., Director, Procurement and Strategic Sourcing, Procurement and Strategic Sourcing, at a 12-month rate of \$99,500, on a full-time basis, effective May 8, 2017.
3. Anderson, Mary J., M.A., Online Course Developer, Office of Distance and Extended Learning, at a 12-month rate of \$35,400, on a full-time basis, effective April 10, 2017.
4. Canipe, Cayce L., M.A., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, at a 12-month rate of \$38,000, on a full-time basis, effective May 30, 2017.
5. Cannon, Shaena, M.B.A., Accountant III, Accounting Office, at a 12-month rate of \$54,000, on a full-time basis, effective March 6, 2017.
6. Corbier, Tamara R., B.A., Student Development Specialist II, Retention Management and Planning, at a 12-month rate of \$42,000, on a full-time basis, effective March 20, 2017.
7. Dunlap, Nicholas D., B.A., Coordinator, Marketing and Promotions, VP for Information Technology, at a 12-month rate of \$55,000, on a full-time basis, effective March 6, 2017.
8. Emmett, Fergus B., H.S., Programmer Analyst I, Enterprise Systems, at a 12-month rate of \$60,000, on a full-time basis, effective March 6, 2017.
9. Gonzales, Sylvia T., M.A.Ed., Grant Director, Non-Faculty, University College, at a 12-month rate of \$65,000, on a full-time basis, effective March 1, 2017.
10. Hawarny, Emily C., M.A., Career Counselor, Career Services, at a 12-month rate of \$47,000, on a full-time basis, effective May 30, 2017.
11. Herrera, Anita F., M.S.N., Nurse Practitioner, Student Health, at a 12-month rate of \$46,200, on a full-time basis, effective April 3, 2017.
12. Mateos, Eric J., B.A., Assistant Coach, Football, at a 12-month rate of \$100,000, on a full-time basis, effective March 1, 2017.
13. Peterson, Jordan M., M.S., Assistant Coach, Football, at a 12-month rate of \$80,000, on a full-time basis, effective March 1, 2017.
14. Ray, Isabel V., M.S., Publications Writer, Office of University Marketing, at a 12-month rate of \$33,999, on a full-time basis, effective April 3, 2017.
15. Rockwood, Megan C., B.A., Grant Specialist, Upward Bound, at a 12-month rate of \$30,000, on a full-time basis, effective March 27, 2017.
16. Stadter, Gregory A., B.S., Grant Specialist, Science and Engineering Academic Advising Center, at a 12-month rate of \$35,000, on a full-time basis, effective April 3, 2017.
17. Stock, Sam O., B.A., Grant Specialist, ALERRT Center, at a 12-month rate of \$85,000, on a full-time basis, effective March 6, 2017.
18. Thorn, Raphael C., M.S.A., Budget Analyst, Office of Budgeting, Financial Planning and Analysis, at a 12-month rate of \$69,000, on a full-time basis, effective April 10, 2017.

RESIGNATIONS

1. Bennett Gammage, Catrin E., Grant Specialist, Department of Geography, effective March 5, 2017.
2. Butler, William D., Grant Specialist, The Meadows Center for Water and the Environment, effective April 1 2017.
3. Chenn, Haoran, Research Associate, STAR Park, effective April 1, 2017.
4. Clark, Wesley H., Director, Annual Giving, Alumni Relations, effective April 8, 2017.
5. De La Cruz, Deborah A., Human Resources Analyst, Human Resources, effective April 22, 2017.
6. Doran, Kathrine G., Residence Hall Director, Department of Housing and Residential Life, effective March 27, 2017.
7. Erwin, Warner S., Director, Sponsored Programs, Office of Sponsored Programs, effective March 4, 2017.
8. Gutierrez, Rigoberto C., Student Development Specialist II, Student Center, effective March 1, 2017.

9. Hill Jr., Rodney E., Assistant Coach, Women's Basketball, effective May 10, 2017.
10. Kruwell, Judith F., Budget Analyst, Office of Budgeting, Financial Planning, and Analysis, effective April 1, 2017.
11. Mayberry, Shaina R., Head Coach, Strutters/Ticket/Marketing/Cheer, effective April 15, 2017.
12. McCormick, Tosca M., Coordinator, Employer Outreach, Career Services, effective May 15, 2017.
13. McDanel, Chloe P., Grant Specialist, Anthropology, effective April 1, 2017.
14. Pruett, Michelle C., Assistant Director, Mathworks, Mathworks, effective May 13, 2017.
15. Santucci, Tyler M., Assistant Coach, Football, effective March 1, 2017.
16. Smith, Antoine B., Assistant Coach, Football, effective May 20, 2017.
17. Webb Jr., James L., Director, Accounting, Accounting Office, effective May 1, 2017.
18. Williams, Angelika, Assistant Director, Financial Aid and Scholarships, Office of Financial Aid and Scholarships, effective May 1, 2017.
19. Willis, Briane R., Grant Specialist, The Meadows Center for Water and the Environment, effective May 25, 2017.

RETIREMENTS

1. Nicholson, Judith M., Assistant Director, Procurement and Strategic Sourcing, Procurement and Strategic Sourcing, effective April 29, 2017.

TERMINATIONS

1. Clark, Marvin R., Director, Environmental Health, Safety, and Risk Management, Environmental Health, Safety, and Risk Management, effective April 10, 2017.
2. Dudolski, Susan L. – Deceased

PROMOTIONS

1. Estep, Bailey M., M.A., Academic Advisor I to Student Development Specialist I, PACE Advising Center, at a 12-month rate of \$38,000, on a full-time basis, effective May 1, 2017.
2. Foulk, Marcia K., B.S., Accountant II to Accountant III, Accounting Office, at a 12-month rate of \$51,600, on a full-time basis, effective March 6, 2017.
3. Liddle, Melanie A., B.A., Senior Administrative Assistant to Student Development Specialist II, Honors College, at a 12-month rate of \$46,152, on a full-time basis, effective May 7, 2017.
4. Moore III, John D., H.S., User Services Consultant II to Information Security Analyst I, Information Security Office, at a 12-month rate of \$60,000, on a full-time basis, effective May 8, 2017.
5. Nolte, Chad L., M.P.A., Grant Specialist to Accountant III, Office of Sponsored Programs, at a 12-month rate of \$52,000, on a full-time basis, effective March 1, 2017.
6. Swift, Monica M., B.S., Grant Senior Secretary, to Senior Proposal Coordinator, Office of Sponsored Programs, at a 12-month rate of \$52,000, on a full-time basis, effective March 5, 2017.

RECLASSIFICATION

1. Hefner, Blain A., B.F.A., from Graphic Artist I to Graphic Artist II, Office of University Marketing, at a 12-month rate of \$39,760, on a full-time basis, effective April 1, 2017.

**LAMAR INSTITUTE OF TECHNOLOGY
AUGUST 2017**

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. None to Report

RETIREMENTS

1. None to report.

LEAVE OF ABSENCE

1. None to Report

NON-REAPPOINTMENTS

1. None to Report

CHANGES IN STATUS/TITLE

1. Rueda, Emily, M.S., Instructor III to Instructor IV, Step 13-16, effective 9/1/17

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. II	Biology	.40	\$4,200	Summer II
R Barrow, Brenda	M.Ed.	Instr. IV	Radiologic Tech	1.00	\$11,441	Summer I
R Barrow, Brenda	M.Ed.	Instr. IV	Radiologic Tech	1.00	\$11,441	Summer II
R Bland, Lisa	A.A.S.	Instr. I	Radiologic Tech	1.00	\$14,787	Summer III
R Boland, Deena	A.A.S.	Adjunct	Sonography	.38	\$8,400	Summer III
R Clowe, Christine	B.S.	Adjunct	Dental Hygiene	.15	\$3,675	Summer II
R Cummings, Barbara	B.S.	Instr. I	Respiratory Care	1.00	\$14,875	Summer III
R DeRanieri, Diane	A.A.S.	Instr. I	Sonography	1.00	\$14,978	Summer III
R Fruge, Vicki	B.S.	Instr. III	Chemistry	1.00	\$5,355	Summer II
R Green, Samantha	B.A.A.S.	Instr. I	Radiologic Tech	1.00	\$14,875	Summer III
R Keith, Lindsay	A.A.S.	Adjunct	Sonography	.09	\$2,450	Summer III
R Mann, Melissa	A.A.S.	Instr. I	Sonography	1.00	\$14,390	Summer III
R McKinley, Cynthia	B.A.A.S.	Instr. IV	Respiratory Care	1.00	\$18,042	Summer III
R McMahan, Gina	B.A.A.S.	Instr. II	Radiologic Tech	1.00	\$15,542	Summer III
R Mendoza, Kristina	D.D.S.	Instr. I	Dental Hygiene	1.00	\$5,075	Summer II
R Morgan, Harry	M.Ed.	Adjunct	Biology	.18	\$4,200	Summer I
R Nance, Sheryl	B.A.A.S.	Instr. IV	Radiologic Tech	1.00	\$18,209	Summer III
R Neal, Bryan	B.S.	Instr. I	Chemistry	.30	\$3,150	Summer III
R Nwankwo, Ngozi	B.S./MBA	Adjunct	Respiratory Care	.08	\$1,680	Summer III
R Quinn, Ginger	M.B.A.	Instr. I	Respiratory Care	1.00	\$16,382	Summer III
R Stinebrickner, Lacey	A.A.S.	Instr. I	Sonography	1.00	\$14,724	Summer III

R	Taylor, Stacy	A.A.S.	Instr. I	Respiratory Care	1.00	\$14,621	Summer III
R	Tinsley, Judy	A.A.S.	Instr. II	Sonography	1.00	\$15,724	Summer III
R	Thornton, Griselda	A.A.S.	Adjunct	Radiology Tech	.22	\$3,750	Summer III
R	Walden, Gwen	B.S.	Instr. II	Respiratory Care	1.00	\$15,875	Summer III

BUSINESS TECHNOLOGIES

R	Arnold-Calder, Lauri	M.Ed.	Instr. II	Interim Dept Chair	1.00	\$16,715	Summer
R	Arnold-Calder, Lauri	M.Ed.	Instr. II	Comp. Network	.33	\$3,500	Summer II
R	Arnold-Calder, Lauri	M.Ed.	Instr. II	Comp. Network	.07	\$1,400	Summer III
R	Booth, Kara	M.B.A.	Instr. II	Management Dev	.33	\$3,500	Summer III
R	Stoudemayer, Linda	M.S.	Instr. III	Bus Comp Infor	.20	\$2,100	Summer III

GENERAL EDUCATION & DEVELOPMENT STUDIES

R	Abedelwahab, Widad	M.Ed.	Instr. I	Math	.40	\$4,200	Summer III
R	Allen, Karol	M.Ed.	Adjunct	College Success	.10	\$1,260	Summer II
R	Courmier, Sharon	M.A.	Adjunct	History	.10	\$2,100	Summer I
R	Culbertson, Patricia	B.A.A.S.	Adjunct	Dev. Writing	.13	\$1,190	Summer II
R	De la Rosa, Alfred	M.S.	Instr. III	Math	.20	\$3,150	Summer II
R	Davis, Michelle	M.S.	Instr. II	Speech	.20	\$2,100	Summer I
R	Drake, Regina	M.A.	Instr. I	Sociology	.20	\$2,100	Summer II
R	Henry, Bradd	M.Ed.	Instr. I	Dev. Math	.20	\$630	Summer I
R	Henry, Bradd	M.Ed.	Instr. I	Dev. Math	.20	\$2,100	Summer III
R	Hooker, David	M.A.	Instr. III	English	.20	\$2,100	Summer I
R	Hurlbut, Brian	M.B.A.	Instr. III	Dev. Math	.20	\$2,100	Summer I
R	Katz, Dawn	M.A.	Instr. I	Speech	.20	\$2,100	Summer II
R	Mires, Nicholas	M.A.	Adjunct	Philosophy	.10	\$2,100	Summer I
R	Mosley, David	B.B.A.	Adjunct	College Success	.13	\$1,400	Summer II
R	Rueda, Emily	M.S.	Instr. III	Math	.20	\$2,100	Summer III
R	Sizemore, Mary	M.A.	Instr. I	English	.20	\$2,100	Summer II
R	Sizemore, Mary	M.A.	Instr. I	English	.20	\$2,100	Summer III
R	Sizemore, William	M.A.	Instr. I	English	.20	\$2,100	Summer II
R	Sizemore, William	M.A.	Instr. I	English	.20	\$2,100	Summer III
R	Smith, Leigh	Ed.D.	Instr. II	College Success	.27	\$2,800	Summer I

PUBLIC SERVICE AND SAFETY

R	Noyola, Thomas	Ed.D.	Instr. I	Criminal Justice	.17	\$840	Summer III
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TECHNOLOGY

R	Banks, Baron	B.S.	Instr. II	Process Operate	.23	\$2,450	Summer II
R	Bingham, Jason	A.A.S.	Instr. I	Welding	.27	\$2,800	Summer I
R	Champagne, Steve	A.A.S.	Instr. I	Instrumentation	.20	\$2,100	Summer I
R	Culp, Thomas	A.A.S.	Adjunct	Instrumentation	.40	\$5,600	Summer I
R	Culp, Thomas	A.A.S.	Adjunct	Instrumentation	.33	\$3,500	Summer II
R	Hargrave, Minus	A.A.S.	Instr. I	Instrumentation	.13	\$1,400	Summer I
R	Hoke, Chelsea	B.G.S.	Instr. I	Instrumentation	.20	\$2,100	Summer II
R	Jacobs, Weldon	B.A.A.S.	Instr. II	Instrumentation	.17	\$1,400	Summer III
R	Neely, Edgar	A.A.S.	Instr. II	Instrumentation	.33	\$3,500	Summer I
R	Parker, Tiffanie	B.A.A.S.	Instr. I	Process Operate	.40	\$4,200	Summer I
R	Parrack, Brian	A.A.S.	Instr. I	Process Operate	.30	\$3,150	Summer II

R	Pousson, Johnny	A.A.S.	Instr. I	Comp. Drafting	.67	\$5,600	Summer I
R	Pousson, Johnny	A.A.S.	Instr. I	Comp. Drafting	.08	\$700	Summer III
R	Rodriguez, Pablo	B.S.I.T.	Instr. III	Process Operate	.27	\$2,800	Summer I
R	Rodriguez, Pablo	B.S.I.T.	Instr. III	Process Operate	.30	\$3,150	Summer II
R	Sweeney, Robert	N/A	Instr. I	Process Operate	.30	\$3,150	Summer I
R	Sweeney, Robert	N/A	Instr. I	Process Operate	.60	\$6,300	Summer II
R	Worry, Valerie	Ed.D.	Instr. I	Process Operate	.20	\$2,100	Summer I
R	Worry, Valerie	Ed.D.	Instr. I	Process Operate	.20	\$2,100	Summer II
R	Worry, Valerie	Ed.D.	Instr. I	Process Operate	.08	\$700	Summer III

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Rochelle, Lori, Ed.D., Director of Financial Aid, at an annual salary of \$76,500, effective 06/15/2017.

RETIREMENTS

1. None to Report

RESIGNATIONS

1. Agbeko, Joseph, M.S., Learning Lab/Developmental Education Coordinator, resigned effective 05/05/2017.

STATUS CHANGE

1. Hill, Angela, Ph.D., Executive Director of Teaching and Learning Center, at an annual salary of \$80,000, effective 06/01/2017.
2. Savoy, Delores, B.A., Coordinator of Advisors and Recruiters, at an annual salary of \$40,000, effective 07/01/2017.

LEAVE OF ABSENCE

1. None to Report

LAMAR STATE COLLEGE-ORANGE

FACULTY PERSONNEL CHANGES

ADDITIONS:

1. None to report.

RETIREMENTS:

1. None to report

PROMOTIONS:

1. None to report.

TERMINATIONS:

1. Kennaugh, Christopher, Instructor (full-time), effective 5/31/2016
2. Turner, Carol, Instructor, effective 5/31/2017 (non-renewal)

WITH TENURE:

1. None to report.

NOMINATIONS FOR RE-EMPLOYMENT OF FACULTY, 2017-2018

<u>Name</u>	<u>Rank</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years at LSC-O</u>
Health Sciences and Workforce Education				
Baker, Suzanne	Instructor	AAS,RN	No	14
Best, A.	Assistant Professor	MSMS	Yes	33
Busby, Leah	Instructor	MBA	No	2
Carroll, Linda	Instructor	AS	No	13
Cole, Angela	Instructor	BSN	No	9
Dorman, Bonnie	Instructor	MEd	Yes	41
Dotson, Diane	Instructor	MEd	No	14
Foreman, Sherri	Instructor	BS	No	11
Flippen, Carolyn	Instructor	Cert.	No	16
Geis, Earl	Instructor	BS	No	6
Celestine, Thera	Instructor	AS	No	7
Harris, Susan	Instructor	AAS	No	0
LeBlanc, Lorrie	Instructor	BSN	No	21
Lumpkin, Linda	Instructor	MS	No	4
Lemons, Janet	Instructor	MS	Yes	11
McLendon, Gary	Instructor	BAAS	No	0
McClure, Matthew	Professor	PhD	Yes	23
McGee, Leah Anne	Assistant Professor	MEd	Yes	25
Nguyen, Loan	Instructor	Cert.	No	3
Paulk, Charlene	Instructor	BS	No	23
Phillips, Catherine	Instructor	MS	Yes	18
Ramsey, Brenda	Instructor	AAS	No	1
Reeder, Michael	Instructor	BS	No	4
Smith, Wilma	Instructor	MSN	No	1
Sanford, Jerry	Assistant Professor	DC	No	12
Song, Ni	Assistant Professor	PhD	Yes	7
Stewts, Chris	Instructor	Cert.	No	0
Thomas, Donald	Instructor	MSE	No	25

Trotter, Jennifer	Instructor	MBA	No	6
Tucker, Mande	Instructor	AAS	No	9
Vickers, Amber	Instructor	MBA	No	8
Wilmore, Larry	Assistant Professor	MS MEd	Yes	44

Department of Arts, Humanities and Social Sciences

Doss, Kevin	Instructor	MA	Yes	21
Hodges, Lisette	Instructor	MS	Yes	10
Miller, Roberta C.	Instructor	MS	Yes	28
Moreau, Dal	Instructor	MA	No	5
Owens, Eric	Instructor	MA	Yes	11
Rather, Michael	Instructor	PhD	No	4
Sellers, Shana	Instructor	MS	No	2
Smith, Amanda	Instructor	MFA	No	1
Steinfeldt, Andrew	Assistant Professor	DA	No	4
Turkel, Arlene	Associate Professor	EdD	Yes	30
Williams, Kathryn	Instructor	MS	No	11

Department of Education and Mathematics

Jureidini, Elias	Assistant Professor	MS	Yes	25
Kim, Jongchul	Assistant Professor	PhD	Yes	10
Scarborough, George	Instructor	MS	No	4

LAMAR STATE COLLEGE-ORANGE

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS:

1. Horner, Chris, Director of Maritime, effective July 17, 2017, at a 12-month salary of \$90,000.

RETIREMENTS:

1. None to Report

TERMINATIONS:

1. Miller, Michael, Director of Maritime, effective July 1, 2017

PROMOTIONS:

1. None to Report

RE-EMPLOYMENT OF ADMINISTRATIVE AND NON-CLASSIFIED PERSONNEL, 2017-2018

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years</u>
Shahan, J. Michael	President	PhD	Yes	40
Rogers, Dana	VP for Finance & Operations	BS/CPA	No	21
Yeater, Michael	VP for Student Services & Aux. Ent.	MS	No	4
Whitehead, Gwendolyn	VP Academic Affairs	PhD	Yes	27
Simar, Gina	Dean of Health Science & Workforce Ed	MeD	No	25
Moore, Amy	Program Manager	BA	No	3
Wyles, Cynthia	Director of Marketing/Public Information	BS	No	12
Barrientos, Antonio	Director of Learning Res. Center	BAAS	No	24
Bedair, Brenda	Director of Accounting	BBA/CPA	No	10
Burnett, Linda	Director of Information Services	BS	No	20
Campbell, Jesse	Director of Security & Community Liaison	MEd	Yes	41
Collins, Patty	Director of Human Resources	MS	No	0
Crockett, Suzonne	Director of Education and Mathematics	Med	No	13
Jones, Alicia	Coordinator of Student Activities	BS	No	0
Garcia, Maria	Director of Purchasing & Contracts	MA	No	3
Goins, David	Director of Physical Plant		No	11
Keeney, Hunter	Director of Institutional Research	EdD	No	8
McCoy, Mary	Director of Library Services	MLS	No	18
Preslar, Andrew	Director Arts, Humanities and Social Sciences	MA	Yes	34
Olson, Kerry	Director of Financial Aid	BBA	No	26
Rather, Kathryn	Director of Institutional Effectiveness	MS	No	4
Stephenson, Andrea	Director of Advising, Counsel & Testing	MA	No	5
Oltz, Jamie	Director of Finance	BS	No	11
Horner, Chris	Director of Maritime		No	0
McAnelley, Rebecca	Registrar	BS	No	31
Smith, Terrie	Manager Brown Estate		No	19
Bane, Susan	Payroll Manager	BBA	No	16
Saenz, Carissa	Accountant III	MS	No	4
Thompson, Denetta	Accountant II	AAS	No	9
Campbell, Ashley	Accountant I	BS	No	2
Lanphar, Tara	System Administrator	AAS	No	21
Petitjean, Kevin	Systems Analyst II	AAS	No	13

Petitjean, Jennifer	Web Administrator	BBA	No	9
Johnson, David	Network Analyst Senior	AAS	No	21
Cheatham, Linda	User Services Telecom	AAS	No	21
Smith, Justin	Academic Advisor	MED	No	1
Brister, Amy	Academic Advisor/SPEC POPS	BS	No	5
January, Cheryl	Academic Advisor	BSW	No	11
Winkle, Robyn	Academic Advisor	BS	No	2
Pressler, Elizabeth	Learning Lab Manager	BS	No	9
Norville, Victoria	Testing Administrator	BBA	No	21
Richard, Whitney	Recruiter	BS	No	3
Kinto, Diana	Coordinator of Financial Aid	BAAS	No	12
Scales, Carrie	Financial Aid Advisor	AAS	No	15
Kapranos, Aubrey	Librarian	MLS	No	16
Smith, Samantha	Librarian	MLS	No	3

Lamar State College – Port Arthur

FACULTY PERSONNEL CHANGES

NEW HIRES

1. Chaddick, Morgan D., A.A.S., Instructor I for HVAC Program and Program Coordinator; Business and Technology Department at a 9-month rate of \$38,333; on a full-time, non-tenure track appointment, effective September 1, 2017.
2. Holcombe, Gary, B.B.A., Instructional Staff for Microcomputer Applications; Business and Technology, at a 12-month rate of \$46,000; on a full-time non-tenure track appointment, effective May 1, 2017.

RESIGNATIONS

1. None to report.

RETIREMENTS

1. Steele, Sherry, effective May 31, 2017.

NON-REAPPOINTMENTS

1. Brown, Morgan, effective August 31, 2017.

CHANGES IN STATUS

1. Arceneaux, Cynthia, M.S.N., from Instructor for Vocational Nursing to Instructor for Upward Mobility Nursing effective June 1, 2017.
2. McQueen, Sarah, M.S., Director of Developmental Education and Learning Center effective September 1, 2017.

WITH TENURE

1. None to report.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

	NAME	DEG	RANK	DEPARTMENT	% FTE	SALARY	PERIOD
ALLIED HEALTH							
R	Arrington, Kim	M.Ed.	Adjunct	Drug/Alcohol Counseling	.29	2,159	SSI 2017
R	White, Linda	M.A.	Adjunct	Drug/Alcohol Counseling	.28	2,334	SSII 2017
BUSINESS & TECHNOLOGY							
R	Bohn, George	B.S.	Instructor	Instrumentation	.70	3,263	SSII 2017
N	Brister, Donald	-	Adjunct	Process Tech.	.70	2,930	SSI 2017
N	Brister, Donald	-	Adjunct	Process Tech.	.70	2,930	SSII 2017
R	Bryant, Jennifer	M.S.	Instructor	Economics	.50	2,694	SSI 2017
R	Bryant, Jennifer	M.S.	Instructor	Human Resource	.50	2,694	SSII 2017

R	Fonteno, Helen	A.A.S.	Instructor	Cosmetology	1.10	5,038	SSII 2017
R	Harbert, Tonya	A.A.S.	Adjunct	Health Care	.50	2,122	SSI 2017
R	Lejeune, Sherry	License	Instructor I	Cosmetology	1.10	6,094	SSII 2017
R	Smith, Amanda	License	Instructor I	Cosmetology	1.10	5,934	SSI 2017
R	Smith, Amanda	License	Instructor I	Cosmetology	1.10	5,934	SSII 2017
R	Sweat, Ray	B.B.A.	Adjunct	Intro. Computers	.70	2,930	SSI 2017

COMMERCIAL MUSIC / VISUAL & PERFORMING ARTS

R	Gengo, Damon	M.S.	Instructor	Speech	.20	2,122	SSI 2017
R	Gengo, Damon	M.S.	Instructor	Speech	.50	2,933	SSII 2017
R	Canedo, Blas	M.M.	Adjunct	Music	.20	2,122	SSI 2017

DEVELOPMENTAL EDUCATION

R	Belyeu, Jeremy	M.A.	Instructor	English	.50	2,626	SSI 2017
R	Brooks, Chandra	M.Ed.	Instructor	English	.50	1,575	SSII 2017
R	McQueen, Sarah	M.S.	Instructor	Math	.50	2,433	SSII 2017
R	Pitre, James	B.S.	Adjunct	Math	.50	2,122	SSI 2017

INMATE EDUCATION

R	Bourque, Brenda	B.B.A.	Adjunct	Math	1.00	4,244	SSI 2017
R	Brown, Bernard	B.A.	Adjunct	Geography	.50	4,244	SSI 2017
N	Cantu, Joseph	M.Ed.	Adjunct	Math	1.00	4,244	SSI 2017
R	Doiron, Jesse	M.B.A.	Adjunct	English	.50	2,122	SSI 2017
R	Lowe, Zebulon	M.A.	Instructor	English	.50	2,809	SSI 2017
R	Neely, John	A.S.D.	Adjunct	Drug/Alcohol Counseling	.50	2,122	SSI 2017
R	Pegues, Antonius	M.B.A.	Adjunct	Business	.50	2,122	SSI 2017
R	Peveto, Britton	M.A.	Adjunct	History	.50	2,122	SSI 2017
R	Williams, Jules	B.S.	Adjunct	Drug/Alcohol Counseling	.50	2,122	SSI 2017
N	Wall, George	Ph.D.	Adjunct	Philosophy	1.00	4,244	SSI 2017
R	Weatherly, Rod	M.A.	Adjunct	Speech	1.00	4,244	SSI 2017

LIBERAL ARTS

R	Faggard, Albert	M.A.F.A.	Adjunct	Art	.50	2,433	SSI 2017
R	James, Caitlin	M.A.	Adjunct	English	.50	2,547	SSII 2017
R	Lowe, Zeb	M.A.	Instructor	English	1.00	5,618	SSI 2017
R	Wilbur, Christina	M.A.	Instructor	History	.50	2,547	SSI 2017
R	Wilbur, Christina	M.A.	Instructor	History	.50	2,547	SSII 2017
R	Woodford, Duncan	M.P.A.	Adjunct	Government	.50	2,122	SSI 2017
R	Woodford, Duncan	M.P.A.	Adjunct	Government	.50	2,122	SSII 2017

MATHEMATICS & SCIENCE

R	Askew, Michelle	M.S.	Instructor III	Math	1.50	10,972	SSI 2017
R	Barbay, Carol	Ph.D.	Asst. Prof.	Psychology	1.00	8,243	SSI 2017
R	Briscoe, Sonya	M.A.	Adjunct	Sociology	.50	2,122	SSI 2017
				Business			
R	Cammack, James	M.B.A.	Instructor	Computer Apps.	.71	4,320	SSI 2017
				Business			
R	Cammack, James	M.B.A.	Instructor	Computer Apps.	.77	4,746	SSII 2017
R	Clark, Jamie	M.A.	Instructor	Education	.17	936	SSI 2017
R	Clark, Jamie	M.A.	Instructor	Education	1.00	5,618	SSII 2017
R	Jordan, Percy	Ph.D.	Assoc. Prof.	Biology	1.19	8,361	SSI 2017
R	Jordan, Percy	Ph.D.	Assoc. Prof.	Biology	.50	3,618	SSII 2017
R	Longlet, Nancy	Ph.D.	Asst. Prof.	Biology	.69	4,705	SSI 2017
R	McQueen, Sarah	M.S.	Instructor	Math	.50	2,433	SSII 2017
R	Pollock, Richard	M.S.	Instructor	Biology	.38	2,246	SSI 2017
R	Pollock, Richard	M.S.	Instructor	Biology	.38	2,246	SSII 2017
				Chemistry &			
R	Son-Guidry, Kyu	Ph.D.	Instructor	Physics	1.48	8,959	SSI 2017
R	Woodard, Amber	M.S.	Adjunct	Nutrition	.50	2,122	SSI 2017

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

None to report.

CHANGES IN STATUS

1. None to report.

DISMISSALS

1. None to report.

RESIGNATIONS

1. Goodman, Cassandra, effective July 7, 2017.

RETIREMENTS

1. Huval, Dr. Barbara, effective August 31, 2107.

**Texas State University System
Miscellaneous**

10.Miscellaneous

10. A.SRSU: Revised Strategic Plan "Strategies for the Second Century 2017-2022"

10. B.TXST: Naming of 1921 Old Ranch Road 12 Building

10. C.SHSU: CONSENT: Naming of New Practice and Locker Room Building at Raven Nest Golf Course

10. D.TSUS: CONSENT: Gift Report

10. E.TSUS: CONSENT: Holiday Schedule FY 2018

SRSU: Revised Strategic Plan “Strategies for the Second Century 2017-2022”

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

Sul Ross State University be authorized to update its strategic plan to reflect its current stature as a comprehensive Master’s degree granting, multi-campus university, providing on-site and distance education with a focus on: academic, research and artistic excellence; targeted recruitment; maximized retention and increased graduation rates; strengthened financial base; recruitment, development and retention of valuable faculty and staff; and enhancing a unified image of the university.

Explanation

According to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Comprehensive Standard 2.5, it is required that we show that the institution engages in ongoing, integrated, and institution-wide research-based planning and evaluation processes that: incorporate a systematic review of institutional mission, goals, and outcomes; result in continuing improvement in institutional quality; and demonstrate the institution is effectively accomplishing its mission. Given this requirement from SACSCOC, Sul Ross State University respectfully requests that the Texas State University System Board of Regents approve the new strategic plan entitled “Strategies for the Second Century 2017-2022.”

This plan is organized into five goals: Promoting growth in academic, research and artistic excellence; targeting recruiting; maximizing retention and increasing graduation rates; strengthening a sustainable and diversified financial base while ensuring affordable access; recruiting, retaining and developing faculty, staff and student employees; and unifying and enhancing the image and visibility of Sul Ross. The plan includes nineteen objectives and more than eighty strategies that will assist us in measuring our progress towards achieving these goals.

The commitment by the university includes a newly developed position for a strategic plan coordinator who reports to the Assistant Vice President for Institutional Effectiveness. The plan and support staff will guide us as we make decisions and ensure progress continues at program, college, and institution-wide levels.

As we enter our second century of existence, Sul Ross State University proudly maintains our strong ties to our community, region, and state. With this plan and objectives, we share a common goal and vision for another century of higher educational attainment in the West Texas region.

SUL ROSS STATE UNIVERSITY PLAN



Strategies for the Second Century
2017-2022

To Sul Ross State University Faculty, Staff, Students, and Friends



Mindful of the extraordinary milestone of recently celebrating 100 years serving the higher education needs of the Big Bend and US-Mexico border regions of Texas, Sul Ross State University has high aspirations for its future. Those aspirations are reflected in this new strategic plan titled “Sul Ross State University Plan: Strategies for the Second Century.” This new and dynamic plan was recently approved by the Texas State University System Board of Regents. Implementation of the multi-year plan is underway, even as some details are being finalized.

The strategic plan is organized around five goals: Promoting growth in academic, research and artistic excellence; targeting recruiting, maximizing retention and increasing graduation rates; strengthening a sustainable and diversified financial base while ensuring affordable access; recruiting, retaining and developing faculty, staff and student employees; and unifying and enhancing the image and visibility of Sul Ross. There are 19 objectives and more than 80 strategies that will help guide and measure progress toward the achievement of our goals.

The Sul Ross State University Plan was developed over the past year under the leadership of Dr. Bonnie Warnock. Planning committees consisting of a Steering Committee and multiple sub-committees representing all aspects of the university developed the strategic plan and the associated assessment plan. All members of the university community had multiple opportunities for review and input.

The next page in the plan sets out our vision, mission, and values. Sul Ross does not have to change who we are. As we enter our second century of serving our students and this unique and distinctive region, we strive to heighten our aspirations and our expectations. Those aspirations and expectations will translate into continued and sustained success for our university and our graduates.

This Sul Ross State University Plan is intended as a guide for our future. The assessment plan will allow us to monitor our progress and to remain flexible going forward. The strategic plan will be used to guide our decision-making and our work. We remain poised to respond to new opportunities as they come.

Sul Ross State University is at an exciting time in our history, entering a new century of service and poised for a brighter future. Plans themselves do not move us from exciting ideas to bold new realities, but a common understanding of our shared goals will allow us to succeed. I am sincerely grateful to the many individuals who have shaped this ambitious plan, and I look forward to our exciting future.

Bill Kibler
President

Who We Are

Sul Ross State University is a public, comprehensive, Master's degree granting, multi-campus university, providing on-site and distance education in the Big Bend and the US-Mexico border regions of Texas.

Vision

Sul Ross State University seeks to be a national and international leader in achieving excellence among universities in the areas of Education, Research, Social Mobility, Service, Affordability, and Shared Governance.

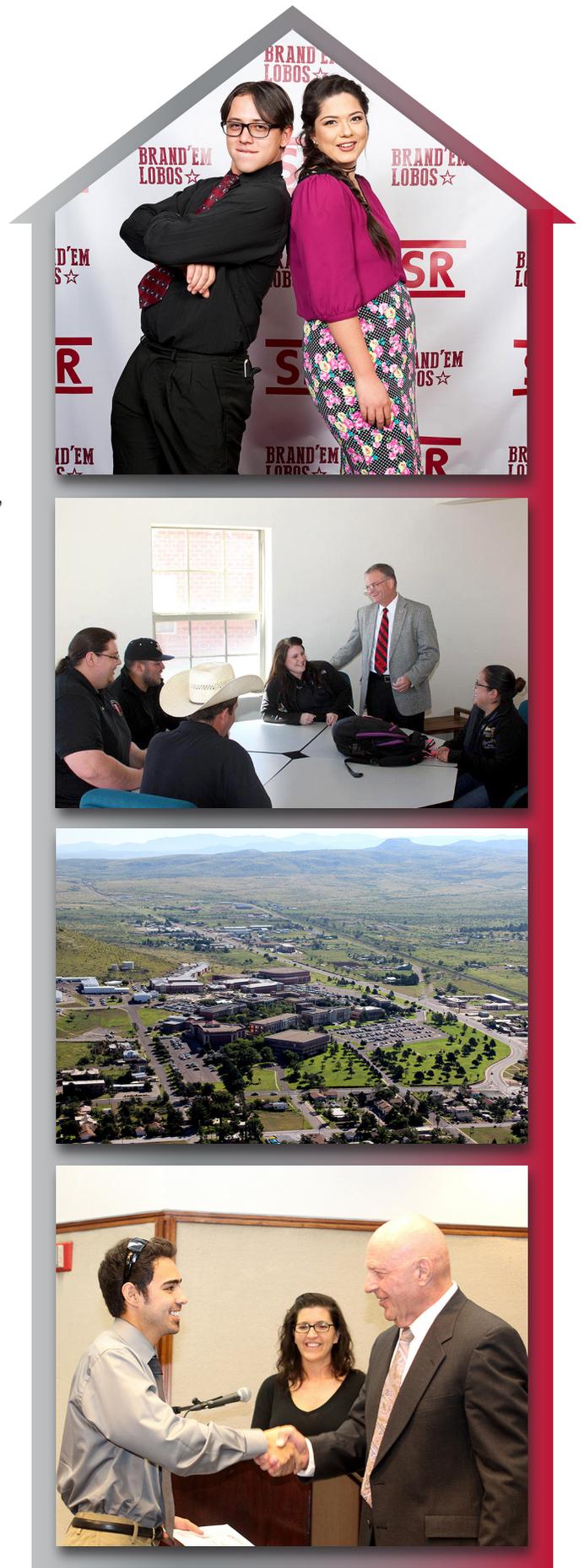
Mission

Rooted in the distinctive surroundings and history of the Big Bend and the US-Mexico border regions of Texas, Sul Ross State University provides accessible, comprehensive, and life changing education through high quality teaching, research, cultural awareness, creativity, and service.

Values

- ▶ Excellence
- ▶ Ethics and Integrity
- ▶ Diversity and Inclusiveness
- ▶ Growth and Exploration
- ▶ Leadership and Service
- ▶ Personal Connection
- ▶ Effective Communication

Our Values, Mission and Vision, combined with the challenges outlined in the next section, have guided this strategic plan.



Who We Are

In 2017, Sul Ross State University (Sul Ross) will begin its Second Century providing a quality post-secondary education as what the US Department of Education classifies a “frontier institution.” Our unique history, which still echoes loudly in our halls, classrooms and athletic fields, makes reaching this milestone that much more notable.

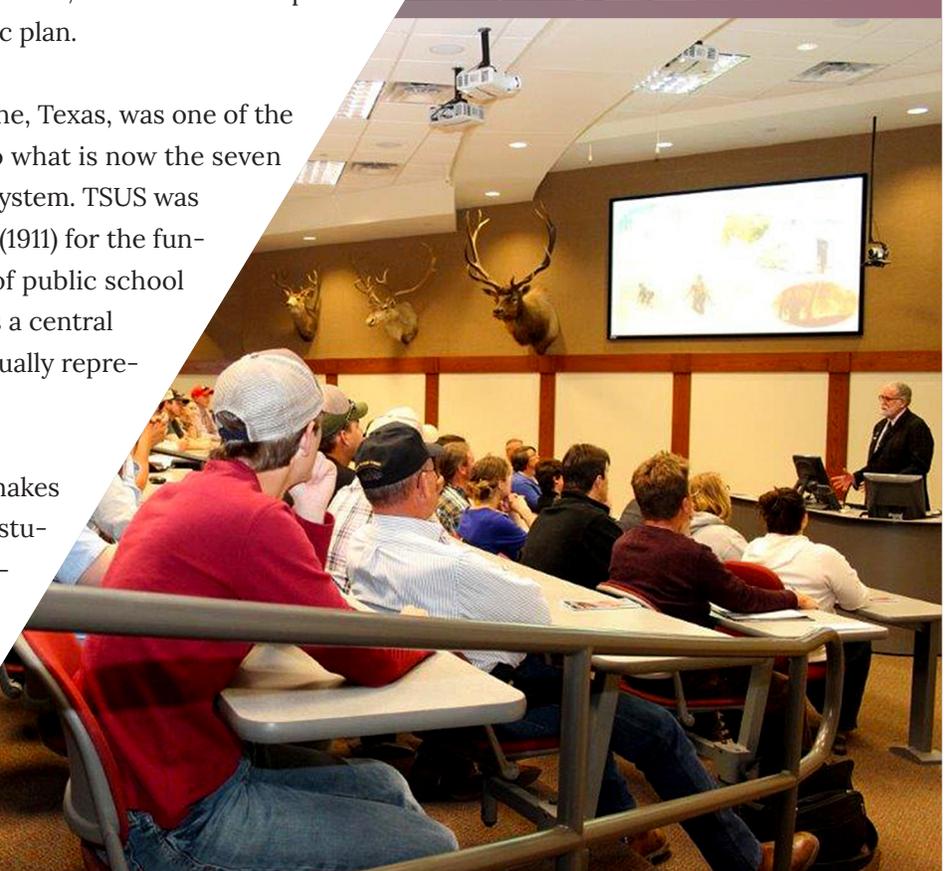
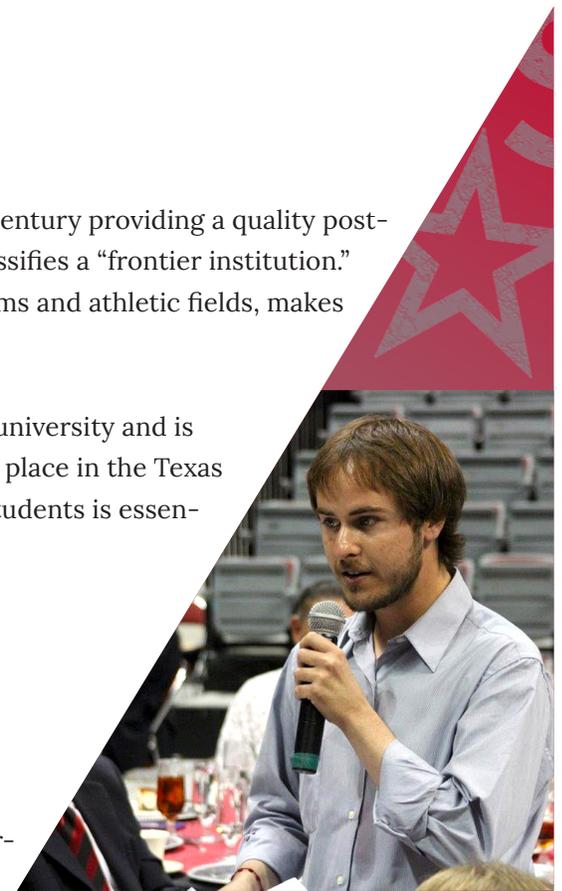
Our past has a much larger influence on us than at a typical state university and is reflected in the strategic plan that follows. Appreciating Sul Ross’s place in the Texas State University System, in our local area, and in the lives of our students is essential to understanding this jewel in the desert.

Our Place in the Texas State University System

Sul Ross’s relationship to its governing system, the Texas State University System (TSUS), its sister institutions, and the state has profound implications for this strategic plan.

Sul Ross, established in 1917 in Alpine, Texas, was one of the first institutions incorporated into what is now the seven institution Texas State University System. TSUS was established just a few years earlier (1911) for the fundamental purpose of the training of public school teachers. The System still provides a central administrative structure for the equally represented component institutions.

Today, the Sul Ross student body makes up about 3,000 (4%) of the 84,000 students in the TSUS. This includes approximately 2,000 students at the main Alpine, Texas, campus and 1,000 at Sul Ross State University Rio Grande College’s four campuses that extend across vast stretches of the Middle Rio Grande region.



Two institutions in the System, Sam Houston State University and Texas State University, account for nearly 70% of total student enrollment.

Our Place in the Geography and Local Community

Many may wonder how it is that a beautiful, vibrant university in such a remote region of Texas exists, where the largest city of any consequence is a 2½ hour backroad, off-interstate drive away?

If not for the town and citizens of Alpine, Sul Ross would not exist. Conversely, if not for Sul Ross, the town of Alpine and surrounding area would not be the vibrant tourist destination that it is today.

That mutual reliance grows out of the nature of the relationship between Texas state universities and the state legislature discussed in the previous section. In the early 1900s the need for a teacher's college between the 550-mile stretch of arid land between

San Antonio and El Paso was based on two facts.

First, the area was having trouble attracting teaching candidates from outside. The local school districts had to find a way to transform local talent into teachers. Second, the cost for in-area teachers to travel and stay in San Antonio for recertification was burdensome on a teacher's salary.

Because Texas colleges rely on specific legislation, local Alpine-area citizens had to make their case directly to the legislature to fund the establishment of a teaching college in the area. The legislature made the location and funding of Sul Ross conditional.

Besides donating the land, supplying utilities, and funding student housing, the town of Alpine had

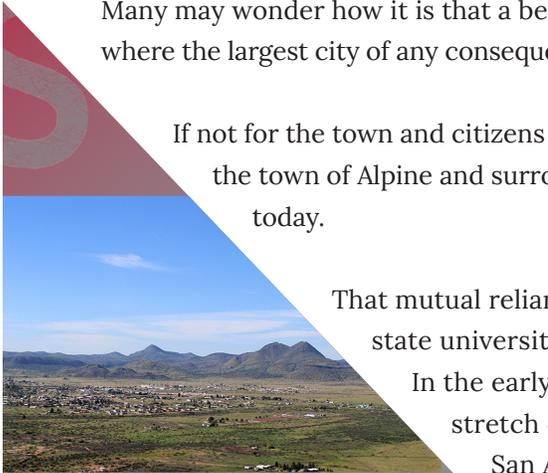


Photo by Dana Jones

to incorporate as a city. So, 1917 marked not only the beginning of a university in southwest Texas but also the establishment of the municipality of Alpine.

In 1923 a local capital campaign of the Chamber of Commerce and area residents continued to build on this relationship by funding 41 two-bedroom cottages to address the shortage of suitable student housing.

The creation of the upper-level Sul Ross State University Study Center in Uvalde in 1973 (the predecessor to Sul Ross State University Rio Grande College) shows a similar reliance on local community leadership. During the 1960s, multiple state universities were competing to extend their offerings into remote areas of Texas via off-campus “extension centers.” At its peak, Sul Ross had 12 centers, one each in El Paso, Sierra Blanca, Van Horn, Monahans, Midland / Odessa, Big Spring, Snyder, Brownwood, Kerrville, Del Rio, Eagle Pass, and Uvalde.

In 1965, the legislature responded to the growing, overlapping offerings by establishing the predecessor to today’s Texas Higher Education Coordinating Board and charging it with rationalizing these independent efforts. Seizing the opportunity, a contingent of local Middle Rio Grande leaders, including a personal associate of the Governor of Texas, Dolph Briscoe, approached Sul Ross with a proposal to convert its extension centers in the area into a permanent relationship with Southwest Texas Junior College. The fact that Governor Briscoe hailed from Uvalde and had extensive ranching interests in the area put the proposal on firm ground. The appointment two years later of Mr. Harry Hornby, publisher of the Uvalde Leader, to the TSUS Board of Regents, cemented the relation-





Photo by Dana Jones

ship between SRSU's Rio Grande College and its surrounding communities.

Next, in 1986, Sul Ross was on the legislature's "Closure / Merger List." Hundreds of residents, friends and alumni of Sul Ross appeared at the Austin hearing of the legislature to show support, at which time the college was removed from the list.

In 1987, Sul Ross was part of a consortium of borderland universities represented in the LULAC v. Richards lawsuit¹ that claimed a history of inadequate and inequitable funding, program creation and support.

At the time, the border area had 20% of the state's population, but only 10% of the state's resources dedicated to higher education. Furthermore, the average mileage to a comprehensive university was 225 miles for border-area citizens versus 45 miles for the rest of Texas.

The LULAC case led to 1993 legislation that substantially increased state funding for under-served border-area universities, including Sul Ross. The leadership of the then Alpine-resident state representative Pete P. Gallego led to appropriations for a new University Center, Early Childhood Development Center, a special events center, a new student housing development, and major renovations of existing structures.

LULAC's lead attorneys insisted that if Sul Ross was to be part of the settlement, local community groups needed to show unequivocal support for the university, including participating in the design of a remedy and petitioning the legislature even before the

¹ Styled "RICHARDS v. LULAC | 868 S.W.2d 306 (1993)" on appeal

case was decided.² Without that visible and unwavering support, Sul Ross would not have the infrastructure it has today. Very possibly, it would have not survived the next encounter with the “Closure / Merger List.”

The LULAC case emphasizes the last historical and geographical element that has lasting impact on our strategic plan – the student body.

Our Place in the Lives of Our Students

Our heritage just recounted – as a (US Department of Education defined) “frontier institution” tightly bound to its people, its place and its culture – reinforces our mission for the under-served of our border area. That mission is reflected in the profile of our 4-year undergraduate cohort at the Alpine campus.

Sul Ross State University Rio Grande College (RGC), which represents approximately 1/3 of the university’s 3,000 student enrollment, has a different student profile. Housed within the facilities of Southwest Texas Junior College in Uvalde, Del Rio, Eagle Pass and Castroville, it offers upper-level and graduate courses only, many delivered using online and web-based instruction. A ‘typical’ RGC student will have more work experience and family obligations than the typical Alpine campus student, presenting different graduation and retention challenges. Recognizing that difference, this strategic plan incorporates elements especially important to the success of RGC.



Regardless of campus, Sul Ross students have modest backgrounds. Many are first-generation students. Because of this, Sul Ross has historically emphasized affordability. As recently as 2014, it led the state in this category and strives to remain in the lower 1/3 of affordability in terms of in-state tuition and fees of comparable universities.

But affordability by itself is of little value absent “mobility,” defined as the portion of a university’s students who come from a family in the bottom fifth of the income distribution and end up in the top fifth. In the most recent and exhaustive mobility study, Sul Ross ranked in the top 10% in mobility of the 123 universities studied in Texas.^{5,6}

² Kauffman, Albert. “Effective Litigation Strategies to Improve State Education and Social Science Systems,” *Journal of Law & Education*, Vol 45, No.4

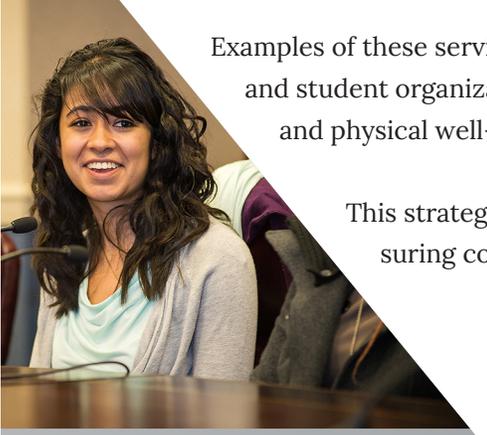
³ Alpine campus student body

⁴ RGC transfer graduation rates 36%

⁵ <http://www.equality-of-opportunity.org/data/index.html#college>

⁶ Of the 12 universities that share the top of the list with us, ALL come from the previously defined border area

Upward mobility at Sul Ross comes not only from a quality education, but also from strong, targeted student support services. Studies show that “non-instructional expenditure categories influence graduation and first-year persistence rates” and that those services matter more for students with lower entrance scores and schools that have large number of Pell Grant dollars per student ratios, like Sul Ross.⁷



Examples of these services include cultural events, newspapers, athletics, intramural sports, and student organizations whose “primary purpose is to contribute to student’s emotional and physical well-being ... outside of the context of formal instructional programs.”

This strategic plan recognizes the role that student services play in success by ensuring continued development of these programs.



Photo by Dana Jones



Photo courtesy Sul Ross Student Publications



⁵ <http://www.equality-of-opportunity.org/data/index.html#college>

⁶ Of the 12 universities that share the top of the list with us, ALL come from the previously defined border area

⁷ Webber, Douglas A, et al. “Do expenditures other than instructional expenditures affect graduation and persistence rates in American higher education?” *Economics of Education Review*, 29 (2010) 947-958

Major Challenges and Our Strategic Response

Revenue

A stable and predictable revenue stream upon which to plan and deliver a quality education is a must. Unfortunately, for the past several years the university has found it necessary to use reserve funds to balance its operating budget. However increasing enrollments in recent years have contributed to significantly reduced reliance on reserve funds, with the goal of returning to a balanced budget in the near future. This journey back to a balanced budget has brought numerous financial challenges to the university.

As an earlier strategic plan stated, “[t]uition revenues, combined with state support, may continue to fall short of actual *per student* cost at Sul Ross, despite projected increases in enrollment. The University has limited authority to raise tuition, and over three-fourths of Sul Ross students receive financial aid.”

Goal 3 of this plan, *Strengthen a Sustainable & Diversified Financial Base while Ensuring Affordable Access*, with its supporting objectives and strategies, is the major area of effort in addressing this challenge.

Enrollment, Retention & Graduation

As the profile of our students illustrates, Sul Ross has unique challenges and opportunities regarding enrollment growth and student success.

While our students have alternatives other than Sul Ross, our main competition comes from the pull of low-skill yet lucrative jobs in the nearby West Texas oilfields. And many students’ sense responsibility to forgo or postpone post-secondary schooling in favor of making immediate contributions to the extended family.

Even with an intention of continuing on to college, the lure of extremely high-paying jobs in the surrounding oilfields for unskilled, trainable labor can be hard to resist. These countervailing forces may be a persistent call for students throughout their years in college.



The extensive objectives and strategies of Goal #2, *Target Recruiting, Maximize Retention & Increase Graduation Rates*, represent our major undertakings to address this challenge.

There are also strategies in Goal #1, *Promote Growth in Academic, Research and Artistic Excellence*, whose secondary and tertiary impact will influence our student outcomes.

Remote Service Area

Sul Ross' remoteness is both a challenge and an opportunity. As Texas becomes more urban, maintaining in-place educational opportunities for our most remote, under-served citizens becomes more acute. Outside revenue opportunities are extremely limited as well. Continuing those opportunities will take more creative appeals and a steady, uninterrupted effort, which is made all the more difficult with the state's unpredictable funding priorities.

Nevertheless, the Sul Ross philosophy is that we meet the challenge of our unique geographic landscape and remoteness by embracing it. This is reflected in this strategic plan. A typical effort shows in Goal #1 Objective #2, *Establish ourselves as a regional leader in providing curricular programs that leverage the educational potential of our rich and diverse campus community*. We also embrace it in our programming and associated research from our *Center for Big Bend Studies*, the *Rio Grande Research Center*, the *Borderlands Research Institute*, and our unique collections and workshops of the *Museum of the Big Bend*.

The details of our strategic plan follow.

- Goal 1: **Promote Growth in Academic, Research and Artistic Excellence**
- Goal 2: **Target Recruiting, Maximize Retention & Increase Graduation Rates**
- Goal 3: **Strengthen a Sustainable and Diversified Financial Base while Ensuring Affordable Access**
- Goal 4: **Recruit, Retain and Develop Faculty, Staff and Student Employees**
- Goal 5: **Unify and Enhance the Image and Visibility of Sul Ross**



Objectives

Goal 1: **Promote Growth in Academic, Research and Artistic Excellence**

- Objective 1: Develop new or build on existing learning programs (including distance education programs) to create expanded opportunities to “learn by doing” across the curriculum, emphasizing tangible skills for lifelong learning and preparation to contribute to 21st century society.
- Objective 2: Establish SRSU, as a regional leader in providing curricular programs that leverage the educational potential of our rich and diverse campus community.
- Objective 3: Support, improve and recognize research and its impact on faculty development and student engagement and learning.
- Objective 4: Support, improve and recognize excellence in artistic endeavors.
- Objective 5: Encourage and support efforts to obtain external funding for all forms of activity, including: research, education, scholarly, creative, service and outreach.

Goal 2: **Target Recruiting, Maximize Retention & Increase Graduation Rates**

- Objective 1: Increase new student enrollment over the next five years.
- Objective 2: Increase student retention and persistence over the next five years.
- Objective 3: Increase overall student graduation rates over the next five years.

Goal 3: Strengthen a Sustainable & Diversified Financial Base while Ensuring Affordable Access

- Objective 1: Advance available operating resources.
- Objective 2: Cultivate an appropriate infrastructure of personnel, resources, and facilities that can be maintained by available revenue.
- Objective 3: Support and develop resources that enable the university to cultivate, expand and sustain philanthropic support.
- Objective 4: Maintain the university's relative affordability in Texas, while providing a "Private education experience at a state education price."

Goal 4: Recruit, Retain & Develop Faculty, Staff and Student Employees

- Objective 1: Provide competitive salaries, benefits, and professional advancement resources to support the recruitment, retention, and development of faculty and staff.
- Objective 2: Create an environment that promotes development, training and job satisfaction for faculty, staff and student employees.

Goal 5: Unify and Enhance the Image and Visibility of Sul Ross

- Objective 1: Increase awareness of and advocacy for the university by showcasing Sul Ross's teaching, learning, research, athletics and artistic endeavors.
- Objective 2: Maintain a visually unified, aesthetically pleasing campus that showcases our status of quality and regional leadership in higher education.
- Objective 3: Advance and provide support for sustainability initiatives throughout the university.
- Objective 4: Broaden and deepen constituent engagement, developing more meaningful relationships with alumni, friends and students.
- Objective 5: Promote athletics through excellence in all sports.



Strategies

Goal 1: **Promote Growth in Academic, Research and Artistic Excellence**

Objective 1: **Develop new or build on existing learning programs (including distance education programs) to create expanded opportunities to “learn by doing” across the curriculum, emphasizing tangible skills for lifelong learning and preparation to contribute to 21st century society**

Strategy 1: Expand Summer Bridge Programs.

Strategy 2: Promote high-quality teaching by establishing a faculty discussion series “Pedagogy and Practice.”

Strategy 3: Develop a comprehensive educational career program and a program of career-focused student internships.

Strategy 4: Engage and support student applications to national and international service organizations such as Fulbright U.S. Student Program, Peace Corps, AmeriCorps, etc.

Strategy 5: Establish a Task Force within the Office of International Studies to develop programs that encourage participation in national and international field study and travel programs.

Strategy 6: Improve technical support in distance learning to include online/web based learning and teleconference instruction.

Objective 2: **Establish SRSU as a regional leader in providing curricular programs that leverage the educational potential of our rich and diverse campus community**

Strategy 1: To promote high impact educational experiences each SRSU college will establish a Task Force on the Sul Ross Educational Experience that will develop specific actions to support this and the previous Objective #1.

Strategy 2: Create department-level programs that engage the student community around shared experiences.

Strategy 3: Provide both electronic and print access to current books, journals, databases, and other academic resources needed for effective teaching, learning, and research coupled, aided by support and guidance from qualified personnel.

Objective 3: **Support, improve and recognize research and its impact on faculty development and student engagement and learning**

Strategy 1: Enhance and embrace the policies regarding indirect cost recovery and grant funding accounting and supported release time,



including identifying and providing release time for faculty participating in research and providing criteria for productivity measures.

Strategy 2: Create opportunities for both funded and unfunded research at the graduate and undergraduate level with associated opportunities to present or publish, including growing the current undergraduate research symposiums and creating a graduate student symposium.

Strategy 3: Establish the Wildenthal Memorial Library as the official repository and promoter of all faculty scholarly publications.

Strategy 4: Ensure that graduate fellowships and assistantships are available to students engaged in significant research as deemed by their committees.

Strategy 5: Enlist senior research faculty to mentor, advise, and assist early career tenure track faculty.

Strategy 6: Encourage research collaboration opportunities that are multidisciplinary and reach across Sul Ross colleges.



Objective 4: Support, improve and recognize excellence in artistic endeavor

Strategy 1: Support and improve publication and presentation of student work, on campus and beyond.

Strategy 2: Implement a Cultural Life Program.

Strategy 3: Recognize student and faculty artistic excellence through the Sullies (awards program) in areas of theater, music, visual arts, creative writing and communication.

Objective 5: Encourage and support efforts to obtain external funding for all forms of activity, including: research, education, scholarly, creative, service and outreach.

Strategy 1: Improve faculty, staff and student proposal writing skills to enhance capabilities in grant submissions.

Strategy 2: Create opportunities for faculty, staff, and students to learn about available grants and write grant proposals.

Strategy 3: Promote and publicize projects and programs supported by grants.

Strategy 4: Secure funds for post-grant staffing and other related institutional costs.

Strategy 5: Create and document policies and procedures for sponsored programs including grant management.

Goal 2: **Target Recruiting, Maximize Retention & Increase Graduation Rates**

Objective 1: **Increase new student enrollment over the next five years.**

Strategy 1: Target applicants who meet the new-student designated scholarships criteria (e.g. Presidential Access Scholarship program).

Strategy 2: Promote cultural encounters through the Office of International Studies to increase international student enrollment.

Strategy 3: Develop secondary and tertiary markets using Enrollment Planning Services to target the Texas Hill Country and greater Austin and San Antonio areas.

Strategy 4: Increase the number of online graduate degree programs and concentrations.

Strategy 5: Establish and implement minimum editorial and layout standards for undergraduate and graduate program webpages.

Strategy 6: Further develop data sources that permit enrollment trend analysis by campus, department or cohort.

Strategy 7: Provide smooth transition from junior/community colleges through articulation agreements to Sul Ross to increase enrollment of transfer students.

Objective 2: **Increase student retention and persistence over the next five years.**

Strategy 1: Engage nationally recognized retention experts and apply their best-practices to ensure 60% or better freshman cohort retention.

Strategy 2: Increase the impact and effectiveness of the First-Year Seminars by posting mid-terms grades, tracking attendance and employing academic interventions.

Strategy 3: Facilitate the shift from Lobo Den advising to faculty advising by ensuring all retention-related job classifications and work assignments are focused on first-time-in-college and 4th semester sophomore cohort retention.

Strategy 4: Seek to convert grant-funded staff to permanent funded positions and facilities to assist graduate thesis preparation, research and communication.

Strategy 5: Increase number of high-impact retention practices, e.g. club participation, extra-curricular activities, participatory sports, athletics, and entertainment.

Objective 3: **Increase overall student graduation rates over the next five years.**

Strategy 1: Require every department to have a set course rotation plan going out two years.

Strategy 2: Course delivery plans will diversify their methods of instruction as much as practical.

Strategy 3: Rollout a university-wide, universally applied degree planning tool such as DegreeWorks that guarantees all students and their advisors are working with a current and viable degree or certification plan.

Strategy 4: Attrition mitigation programs will be designed based on department-level attrition data rather than college or university-level data trends.

Goal 3: **Strengthen a Sustainable & Diversified Financial Base while Ensuring Affordable Access**

Objective 1: **Advance available operating resources.**

Strategy 1: Implement a multi-year forward-looking fee enhancement plan.

Strategy 2: Establish, cultivate and maintain purchasing relationships with vendors to increase our competitive base for procurement.

Strategy 3: Enhance maintenance of loan and collection processes to improve days-outstanding.

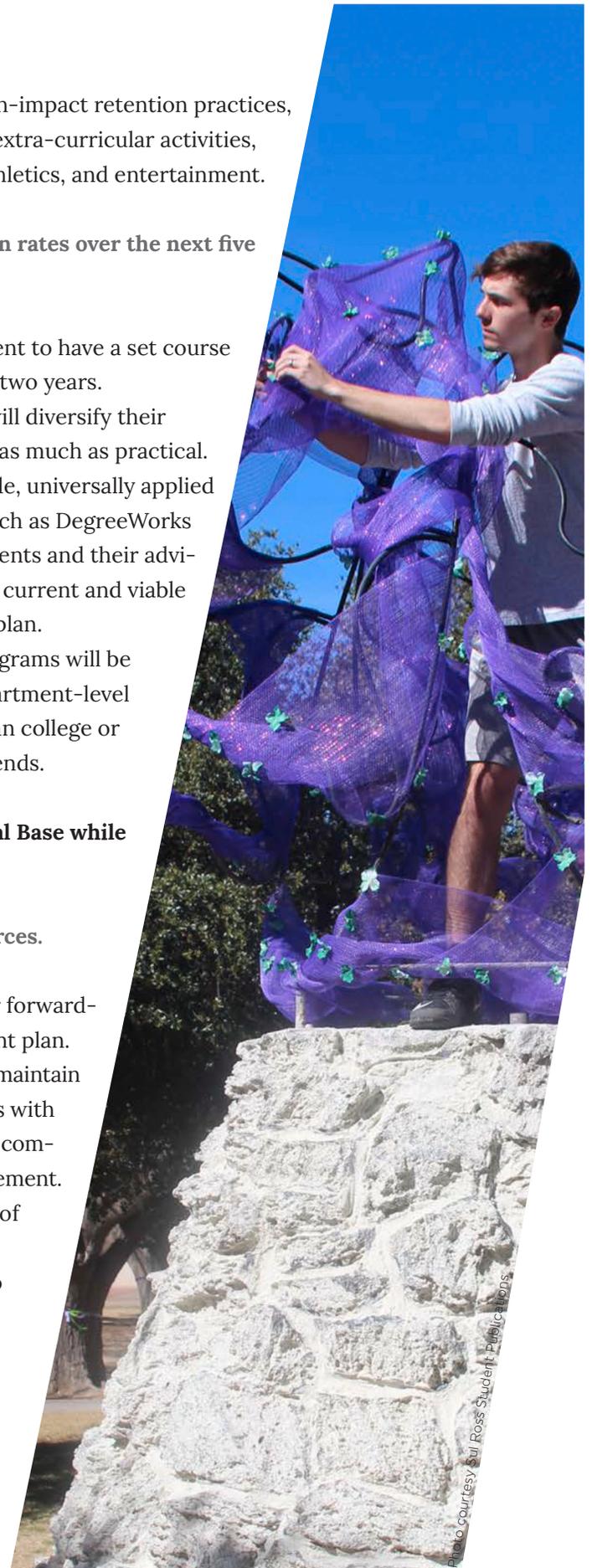


Photo courtesy of Sul Ross Student Publications

Objective 2: **Cultivate an appropriate infrastructure of personnel, resources, and facilities that can be maintained by available revenue.**

Strategy 1: Periodically update and disseminate the Master Plan with input from faculty, staff and students.

Strategy 2: Design & implement a university-wide framework and decision tool that could be used to assess the long-term strategic importance of programs and departments that would be triggered by a significant and abrupt decrease in revenue.

Strategy 3: Identify and manage any excess space that adversely impacts state and Higher Education Fund (HEF) funding while providing appropriate and adequate space for learning and university operations.

Strategy 4: Increase revenues from leasing facilities for outside-sponsored events.

Strategy 5: Include Rio Grande College's expansion plans in all future major revisions of the university's Master Plan.

Objective 3: **Support and develop resources that enable the university to cultivate, expand and sustain philanthropic support.**

Strategy 1: Develop a comprehensive fund raising plan anchored to the core institutional policies.

Strategy 2: Consolidate and expand the Development Office to reflect more closely industry standards and support the Office's comprehensive plan.

Strategy 3: Launch the Second Century Campaign at a time and scope supported by a comprehensive feasibility study.

Strategy 4: Develop donor relations and stewardship programs that focus on and improve donor retention for all SRSU entities.

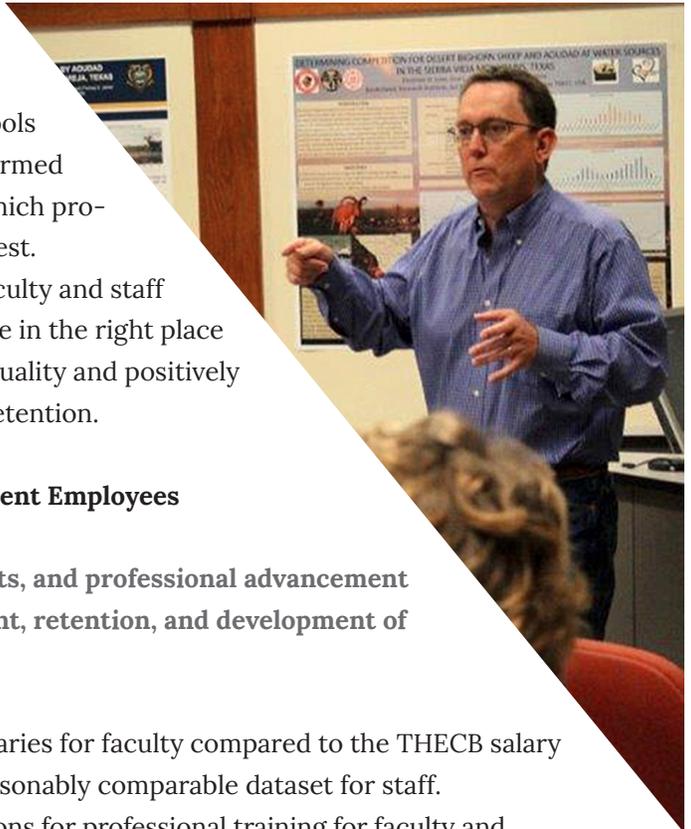
Objective 4: **Maintain the university's relative affordability while providing a "Private education experience at a state education price."**

Strategy 1: Prioritize course offerings such that the need to grow the financial base, meet the demands of students and maximize the state's funding balance.

Strategy 2: Target financial resources on improving programs and services that impact the perceived quality and affordability of the university.



- Strategy 3: Design and implement tools that assist in making informed decisions regarding in which programs to invest or disinvest.
- Strategy 4: Methodically invest in faculty and staff to have the right resource in the right place to improve educational quality and positively impact enrollment and retention.



Goal 4: Recruit, Retain & Develop Faculty, Staff and Student Employees

Objective 1: Provide competitive salaries, benefits, and professional advancement resources to support the recruitment, retention, and development of faculty and staff.

- Strategy 1: Maintain competitive salaries for faculty compared to the THECB salary data for faculty and a reasonably comparable dataset for staff.
- Strategy 2: Identify and provide options for professional training for faculty and staff, including increased allocations for faculty and staff training.
- Strategy 3: Implement merit- and performance-based salary increase procedures for faculty and staff.

Objective 2: Create an environment that promotes development, training and job satisfaction for faculty, staff and student employees.

- Strategy 1: Implement in-depth orientation for new faculty, staff and student employees.
- Strategy 2: Design and implement professional development opportunities for faculty and staff, including SRSU course work applicable to employees' current work assignments.
- Strategy 3: Institute a leadership program that recognizes academic and administrative excellence in current and developing campus leaders.
- Strategy 4: Provide additional professional development in online pedagogy for faculty who teach online courses.
- Strategy 5: Promote and articulate job and organizational expectations and local environmental characteristics to prospective employees.

Goal 5: Unify and Enhance the Image and Visibility of Sul Ross

Objective 1: Increase awareness of and advocacy for the university by showcasing Sul Ross’s teaching, learning, research, athletics and artistic endeavors.

Strategy 1: Establish a baseline on current messaging, outreach and event attendance.

Strategy 2: Install a process for ensuring news from alumni, friends and students are communicated along all messaging platforms established in Strategy 1.

Strategy 3: Implement a published schedule of regular communications from SRSU to the communities established in Strategy 1.

Strategy 4: Install a conformance testing process to monitor print authorization and branding guidelines adherence.

Strategy 5: Develop a policy to standardize department-level website design to encourage consistent messaging across the university.

Objective 2: Maintain a visually unified, aesthetically pleasing campus that showcases our status of quality and regional leadership in higher education.

Strategy 1: Provide maintenance funds per the actual monthly maintenance experience and ensure that such funds are maximized.

Strategy 2: Maintain an inventory of deferred maintenance for budgeting and work prioritization.

Strategy 3: Generate and maintain a “Best Use” inventory of hands-on, non-dedicated learning environments across the Alpine campus.

Strategy 4: Ensure Physical Plant and Maintenance Department is a full participant in the Campus Planning & Campus Master Plan committees and the proposed Office of Sustainability.

Strategy 5: Plan and implement campus expansions and enhancements to capture growth potential at all SRSU locations.

Objective 3: Advance and provide support for environment sustainability initiatives throughout the university.

Strategy 1: Develop an Office of Sustainability.

Strategy 2: Expand the current SRSU recycling program.

Strategy 3: Implement a sustainability performance measurement framework, e.g. STARS that emphasizes the environmental, social, and economic benefits of sustainable practices.

Strategy 4: Become a member of National, State, and local organizations supporting sustainability efforts in higher education (e.g., Association for the Advancement of Sustainability in Higher Education, National Council for Science and the Environment).

Strategy 5: Develop a multidisciplinary sustainability minor.

Strategy 6: Become a signatory to the Talloires Declaration which commits to sustainability education in higher education.

Objective 4: **Broaden and deepen constituent engagement, developing more meaningful relationships with alumni, friends and students.**

Strategy 1: Implement effective regional programs to engage alumni and friends across Texas.

Strategy 2: Grow the alumni / student mentor program.

Strategy 3: Increase the number of yearly events and special recognitions for donors and alumni with special focus on persistent or programmatic donors.

Strategy 4: Ensure that all university units receiving any and all types of outside



funding distribute financial reports to those donors no later than February.

Objective 5: **The Athletics Department will promote itself with pride and strive for excellence in all areas.**

Strategy 1: Present a consistent message centered on the successes of the entire department.

Strategy 2: Coordinate efforts to increase visibility and standing within the local community.

Strategy 3: Compete for conference championships and titles as well as increase the number of student-athletes awards.

Strategy 4: Develop a plan for increased revenue streams to assist with operational aspects for all programs.

Strategy 5: Establish a national reputation for graduating student-athletes at a rate above the NCAA average.

Next Steps

Each Sul Ross college – Agricultural & Natural Resource Sciences, Arts & Sciences, Graduate Studies, Education and Professional Studies, and Rio Grande College – as well as major operational and administrative units have or will develop their own plan to implement this plan as it applies to their operation.

The unit plans will have additional considerations outside of the university's plan that address issues specific to their unit's strategic direction. The Executive Cabinet will establish a review timetable, at which time key metrics associated with implementation of the plan will be reviewed and adjustments or corrective action will be taken to keep the university moving forward.

Additional Material

While developing this plan the committee constructed a metrics framework that will track implementation and judge the impact of this strategic plan.

The framework is not considered part of this plan but it is essential to its success. For more information, contact the Office of Institutional Effectiveness.

Membership of the Strategic Planning Steering Committee

Dr. Bonnie Warnock, Professor of Natural Resource Management, CHAIR
Dr. Jeanne Qvarnstrom, Asst. Vice President for Institutional Effectiveness
Dr. Rob Kinucan, Dean, College of Agriculture & Natural Resource Sciences
Dr. Joey Velasco, Asst. Professor of Communication and President, Faculty Assembly
Dr. Gina Stocks, Asst. Professor of Education, Rio Grande College
Ms. Mary Beth Marks, Interim Vice President for Enrollment Management
Ms. Yvonne Realivasquez, Director of Administration
Ms. Gail Collier, Director of Human Resources
Ms. Kara O'Shaughnessy, Admin. Asst./Database Manager, External Affairs
Ms. Liz Pena, Director of the Small Business Development Center, Rio Grande College
Ms. April Aultman Becker, Dean of Libraries and Research Technologies
Ms. Martha Serrano, Admin. Coordinator, Physical Plant Operations
Mr. Dave Gibson, Chief Information Officer, Office of Information Technology
Mr. Kenneth Durham, Advisor

*SRSU Alumni

Membership of the Strategic Planning Subcommittees

Subcommittee Name	Chair	Members
Academic Excellence	Dr. James Downing	Ms. Liz Castillo Dr. Rob Kinucan Dr. Chris Ritzi Dr. Esther Rumsey Dr. Lorie Rubenser Dr. Barbara Tucker Dr. Bonnie Warnock
Research Excellence	Dr. Bonnie Warnock	Mr. Andy Cloud Dr. Sean Graham Dr. Ryan Luna Dr. Ryan O'Shaughnessy Dr. David Watson
Library Sciences	Ms. April Aultman Becker	Ms. Betsy Evans Ms. Suyu Dong Ms. Lori Schreiber
Artistic Excellence	Dr. Mary Elizabeth Thompson	Dr. Laura Payne Ms. Marjorie Scott Mr. Gregory Tegarden
Program Development	Dr. Jean Qvarnstrom	Dr. Christopher Estep Dr. Rob Kinucan Dr. Christopher Ritzi Dr. Esther Rumsey Dr. Hamin Shabazz
Graduate Studies	Dr. Sharon Hileman	Ms. Rhonda Austin Mr. Russell Klein Ms. Sabra Laviers Mr. Tim Parsons
Executive Committee on Enrollment Management & Student Success	Dr. Bill Kibler	Dr. Jim Case Ms. Helen Crane Dr. Christopher Estep Mr. David Gibson Dr. Sharon Hileman Ms. Aida Luevanos Ms. Mary Beth Marks Ms. Corina Ramirez Dr. Kathy Stein Dr. Claudia Wright
Salaries, Benefits & Support Faculty & Staff Recruiting	Ms. Gail Collier	Dr. Theron Francis Dr. Monica Gutierrez Ms. Whitney Henson Dr. Veronica Mendez Ms. Elizabeth Pena Ms. Delia Ramirez Ms. Yvonne Realivasquez Ms. Jan Rueb
Development & Job Satisfaction	Ms. Yvonne Realivasquez	Ms. Gail Collier Dr. Theron Francis Dr. Monica Gutierrez Ms. Whitney Henson Ms. Ana Luevanos Dr. Veronica Mendez

Membership of the Strategic Planning Subcommittees (continued)

Subcommittee Name	Chair	Members
		Ms. Elizabeth Pena Ms. Delia Ramirez Ms. Jan Rueb
Finance & Operations	Ms. Gail Collier	Mr. Santiago Castillo Mr. Noe Hernandez Mr. Oscar Jimenez Mr. Cesario Valenzuela
Master Planning	Dr. Robert Kinucan	Dr. James Downing Dr. Christopher Estepp Mr. Greg Freidline Dr. Ryan Luna Ms. Dona Roman Dr. Bonnie Warnock Mr. Scott Wasserman
Affordability	Mr. David Gibson	Ms. Gail Collier Ms. Emily Cantrell Ms. Kara O'Shaughnessy Ms. Elizabeth Pena Dr. Gina Stocks Dr. Joseph Velasco Dr. Bonnie Warnock
Philanthropic Support & Friends	Ms. Kara O'Shaughnessy	Mr. Clif Carroll Mr. Andy Cloud Dr. Louis Harveson Ms. Elizabeth Jackson Mr. Pete Peterson Ms. Dona Roman Mr. Butch Worley
Sponsored Programs	Ms. Marilyn McGhee	Ms. Helen Crane Dr. Dan Foley Ms. Cassandra Guevara Dr. Ryan O'Shaughnessy Mr. Greg Schwab Dr. Hamin Shabazz Dr. Yanfeng Yue
Alumni	Ms. Aida Luevanos	Ms. Lori Cross Ms. Kara O'Shaughnessy 2016-2017 Alumni Association Board Members
Students	Ms. Danielle Lucero	2010-2017 Student Government Association Members
Student Internships	Dr. Jenny Penland	Mr. Elbert Bassham Dr. William Green Dr. Kennard Laviors Ms. Jan Rueb
Excellence Showcase	Dr. Joseph Velasco	Ms. Sandra Chambers Ms. Betsy Evans Dr. Louis Harveson Dr. Rob Kinucan

Membership of the Strategic Planning Subcommittees (continued)

Subcommittee Name	Chair	Members
		Mr. Steve Lang Ms. Laura Nelson Ms. Joan Oesper Mr. Rob Stolz
Campus Showcase	Ms. Martha Serrano	Mr. Jessie Lara Ms. Karen Little Mr. Eddie Natera Mr. Victor Romero
Sustainability Council	Dr. Bibiana M. Gutierrez	Mr. William Dixon Mr. Leo Dominguez Ms. Betsy Evans Dr. Theron Francis Mr. Scott Grubitz Dr. Patricia Harveson Ms. Danielle Lucero Ms. Marilyn McGhee Dr. Ian Peddie Dr. Jenny Penland Ms. Melissa Rodriguez Ms. Tanya Romero Ms. Jan Rueb Dr. Kathy Stein Ms. Brittany Thompson Mr. Cesario Valenzuela Dr. Bonnie Warnock Mr. Scott Wassermann Ms. Cheryl Zinsmeyer
Marketing & Branding	Ms. Mary Beth Marks	Ms. Mary Bones Ms. Gail Collier Dr. Avram Dumitrescu Dr. William Green Mr. David Gibson Mr. Travis Hendryx Mr. Steve Lang Ms. Aida Luevanos Ms. Laura Nelson Ms. Joan Oesper Mr. Tim Parsons Mr. Rob Stolz Dr. Kevin Urbanczyk Mr. Butch Worley
Mission & Vision	Dr. Joseph Velasco	Dr. Christopher Estep Mr. Robert LeBlanc Dr. Jeanne Qvarnstrom Dr. Sarah Roche Ms. Brandy Snyder
Rio Grande College	Dr. Gina Stocks	Ms. Elizabeth Pena



Photo by Adam Holmes

Except when otherwise noted, photos are courtesy Sul Ross News and Publications



SUL ROSS STATE UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

TXST: Naming of 1921 Old Ranch Road 12 Building

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

Texas State University be authorized to name the building located at 1921 Old Ranch Road 12, San Marcos, Texas, the Grady Early Building.

Explanation

Dr. Grady Early is a retired professor and former Chair of the Department of Computer Science at Texas State University. He has been a generous donor to Texas State University providing gifts of \$3,139,866, including matches, to support faculty research and graduate research fellowships in Forensic Anthropology.

In addition, Dr. Early has designated an estate gift valued at \$1 million to support Forensic Anthropology. Dr. Early has signed a Memorandum of Understanding indicating that this bequest is irrevocable. In the event circumstances change, the University has reserved the right to change the name of the building.

The property acquisition was approved at the August 2015 Board of Regents Meeting. The property consists of 13.58 acres of land and an approximately 12,000 square foot building. The property is located between the San Marcos campus and the Forensic Anthropology Research Facility located on the Freeman Ranch. This facility will meet the needs of the growing Forensic Anthropology degree program in the Department of Anthropology by providing additional office, lab, teaching, research, and demonstration space.

Photo of 1921 Old Ranch Road 12 Property Building



SHSU - Naming of New Practice and Locker Room Building at Raven Nest Golf Course

Upon motion of Regent _____, second by Regent _____, it was ordered that:

The new building located at Raven Nest Golf Course on the campus of Sam Houston State University be named the Robert and Erin Steele Golf Facility.

Explanation

Robert and Erin Steele are outstanding alumni of SHSU and have a long and generous record of financial support of the University. In recognition of their \$575,000 contribution for construction of new golf practice and locker room facilities, the department of athletics respectfully requests honoring the Steeles' gift by naming the golf practice and locker facilities the Robert and Erin Steele Golf Facility.

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/or the gift's value.

Lamar University

The following gifts of \$5,000 or more were made payable to Lamar University.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
3/7/17	Dr. Regina J. Rogers	\$8,400.00	College of Fine Arts and Communication – Le Grand Bal
3/7/17	Dr. and Mrs. Will B. Crenshaw	\$8,400.00	College of Fine Arts and Communication – Le Grand Bal
3/16/17	McDonald's Restaurant	\$9,934.00	Department of Athletics – Corporate Sponsorship
3/20/17	Wilton and Effie Mae Hebert Foundation	\$5,000.00	College of Fine Arts and Communication – Le Grand Bal
3/27/17	FEI Scholarship Foundation	\$5,000.00	FEI Scholarship
3/28/17	Mr. and Mrs. Mike Burrow	\$6,000.00	College of Engineering
3/28/17	Enterprise Holdings Foundation	\$5,000.00	Center for Career and Professional Development
4/3/17	The Sidney and Charline Dauphin Foundation	\$25,000.00	Department of Athletics – Golf
4/4/17	Gale Foundation – Mrs. Rebecca S. Gale	\$25,000.00	General Administration – Enrollment Retention
4/24/17	Madayert Family LP – Mr. and Mrs. Arthur R. Richard, II	\$5,000.00	Department of Athletics – Men's Track
4/24/17	3BK LTD – Mr. and Mrs. Bob Jones	\$5,000.00	Undergraduate Research
4/24/17	TOTAL Petrochemicals USA, Inc.	\$5,000.00	College of Engineering – Marketing
5/5/17	Lutcher Theater for the Performing Arts	\$9,000.00	KVLU National Public Radio
5/16/17	Schwab Charitable Fund – Mr. and Mrs. Chuck Mason	\$5,000.00	Undergraduate Research
5/17/17	Estate of Marilyn H. Cribbs	\$10,000.00	KVLU National Public Radio

5/22/17	Cotton Cargo	\$6,500.00	Department of Athletics – Corporate Sponsorship
5/30/17	The Gill Foundation of Texas - Dr. and Mrs. Jack Gill	\$20,000.00	Gill Award - Cocke
Total:		\$163,234.00	

The following Gifts-in-Kind valued at \$5,000 or more were given to Lamar University.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
5/5/17	Mr. Douglas Stuart	\$90,000.00	College of Fine Arts and Communication
5/18/17	Mr. Wayne A. Reaud	\$34,282.09	Facilities Management – Furnishings for Wayne A. Reaud Administration Building
Total:		\$124,282.09	

Lamar University Foundation

The following gifts of \$5,000 or more were made payable to Lamar University Foundation.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
3/6/17	Schwab Charitable Fund - Mr. and Mrs. Chuck Mason	\$5,000.00	College of Fine Arts and Communication – Le Grand Bal
3/9/17	Mr. Robert L. Alspaugh	\$200,000.00	Shanna B. and Robert L. Alspaugh Regents Scholarship for Pre-Veterinary Studies
3/14/17	Insurance Women of Beaumont	\$5,000.00	College of Business
3/16/17	Mr. and Mrs. Bill Wilson	\$5,000.00	Eve Anderson / CASA Memorial Scholarship
3/28/17	American Endowment Foundation – Mr. and Mrs. Don S. Shaver	\$75,000.00	Lamar University Football Program Auto Lease Fund
4/4/17	Sigma Engineers, Inc. – Dr. and Mrs. Sina K. Nejad	\$5,000.00	Amir and Layla Nejad Scholarship in Civil Engineering

4/4/17	Mr. and Mrs. Todd Hoffman	\$6,500.00	Todd and Jennifer Hoffman Scholarship in Business Honoring Drs. Robert and Marleen Swerdlow
4/10/17	Ms. Mimi Gammill	\$10,000.00	Michael Jay Gammill Presidential Scholarship in Business
4/19/17	Anonymous	\$7,000.00	Minh-Dang Nguyen Memorial Scholarship in Nursing
4/19/17	Fecel Family Partnership LTD - Mr. and Mrs. Craig Fecel	\$36,833.00	College of Business- Financial Markets Education Fund
4/27/17	Mr. and Mrs. Larry G. Woodcox	\$7,210.52	Diane Keating Woodcox Scholarship in English and Modern Languages
5/4/17	Market Basket Charitable Foundation	\$10,000.00	Market Basket Charitable Foundation Scholarship
5/4/17	Todd Cross Memorial Scholarship	\$5,000.00	Todd Cross Memorial Scholarship
5/4/17	Mr. Frederic F. Day	\$5,000.00	Ruth E. and Frederic F. Day Scholarship in the Sciences
5/5/17	Mr. and Mrs. Grady H. Crawford, Jr.	\$12,500.00	William Clay Crawford Regents Scholarship in Construction Management; College of Business; and the President's Associates Fund
5/6/17	David F. Molina Memorial Benefit Fund	\$10,000.00	David Foreman Molina Regents Scholarship
5/9/17	Mr. and Mrs. Edward L. Gunderson	\$15,000.00	Gunderson Heritage Scholarship in Chemical Engineering
5/9/17	Mr. and Mrs. Steve Moore	\$5,000.00	College of Fine Arts and Communication
5/16/17	Lamar University Chapter of Phi Kappa Phi	\$22,000.00	Dr. Kevin Dodson / Phi Kappa Phi Endowment
5/23/17	Mrs. Maureen G. Lovelady	\$7,500.00	Victor L. Lovelady Memorial Scholarship in Engineering
5/26/17	Alpha Tau Omega Alumni Association	\$26,000.00	Alpha Tau Omega Alumni Association Memorial Scholarship
5/26/17	Noah Rodriguez Memorial Scholarship Fund	\$15,000.00	Noah Rodriguez Memorial Scholarship

Total: \$495,543.52

Explanations

The following gifts of \$5,000 or more were made to Lamar University.

- Dr. Regina J. Rogers gave \$8,400.00 to the College of Fine Arts and Communications for Le Grand Bal.
- Dr. and Mrs. Will B. Crenshaw gave \$8,400.00 to the College of Fine Arts and Communications for Le Grand Bal.
- McDonald's Restaurant gave \$9,934.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Wilton and Effie Mae Hebert Foundation gave \$5,000.00 to the College of Fine Arts and Communications for Le Grand Bal.
- FEI Scholarship Foundation gave \$5,000.00 to add to the FEI Scholarship.
- Mr. and Mrs. Mike Burrow gave \$6,000.00 to the College of Engineering Classroom Renovation Project.
- Enterprise Holdings Foundation gave \$5,000.00 to the Center for Career and Professional Development for Employer Relations.
- The Sidney and Charline Dauphin Foundation gave \$25,000.00 to the Department of Athletics for the Golf program.
- Gale Foundation, on behalf of Mrs. Rebecca S. Gale, gave \$25,000.00 to University Administration for Enrollment Retention.
- Madayert Family LP, on behalf of Mr. and Mrs. Arthur R. Richard II, gave \$5,000.00 to the Department of Athletics for the Men's Track program.
- 3BK LTD, on behalf of Mr. and Mrs. Bob Jones, gave \$5,000.00 to Undergraduate Research for the research project on Water Desalination and Purification.
- TOTAL Petrochemicals USA, Inc. gave \$5,000.00 to the College of Engineering Marketing for the Lamar Intro To Engineering, LITE, and Summer Camp Program.
- Lutcher Theater for the Performing Arts gave \$9,000.00 to KVLU, the university's national public radio station.
- Schwab Charitable Fund, upon advisement of Mr. and Mrs. Chuck Mason, gave \$5,000.00 to Undergraduate Research for the summer research project on Water Quality and Environmental Health.
- The Estate of Marilyn H. Cribbs gave a bequest of \$10,000.00 to KVLU, the university's national public radio station.
- Cotton Cargo gave \$6,500.00 to the Department of Athletics for a 2017-2018 Corporate Sponsorship.
- The Gill Foundation of Texas, on behalf of Mr. and Mrs. Jack Gill, gave \$20,000.00 to add to the Gill Award-Cocke.

The following Gifts-in-Kind valued at \$5,000 or more were given to Lamar University.

- Mr. Douglas Stuart gave a John Alexander oil painting to the College of Fine Arts and Communication.
- Mr. Wayne A. Reaud gave furnishings to complete the décor in the Wayne A. Reaud Administration building.

The following gifts of \$5,000 or more were made to the Lamar University Foundation.

- Schwab Charitable Fund, upon advisement of Mr. and Mrs. Chuck Mason, gave \$5,000.00 to the College of Fine Arts and Communication for Le Grand Bal.
- Mr. Robert L. Alspaugh gave \$200,000.00 to establish the Shanna B. and Robert L. Alspaugh Regents Scholarship for Pre-Veterinary Studies.
- Insurance Women of Beaumont gave \$5,000.00 as an unrestricted gift to the College of Business.
- Mr. and Mrs. Bill Wilson gave \$5,000.00 to add to the Eve Anderson / CASA Memorial Scholarship.
- American Endowment Foundation, upon advisement of Mr. and Mrs. Don S. Shaver, gave \$75,000.00 to establish the Lamar University Football Program Auto Lease Fund.
- Sigma Engineers, Inc., on behalf of Dr. and Mrs. Sina K. Nejad, gave \$5,000.00 to add to the Amir and Layla Nejad Scholarship in Civil Engineering.
- Mr. and Mrs. Todd Hoffman gave \$6,500.00 to complete funding of the Todd and Jennifer Hoffman Scholarship in Business honoring Drs. Robert and Marleen Swerdlow.
- Ms. Mimi Gammill gave \$10,000.00 to add to the Michael Jay Gammill Presidential Scholarship in Business.
- An anonymous donor gave \$7,000.00 to add to the Minh-Dang Nguyen Memorial Scholarship in Nursing.
- Fecel Family Partnership LTD, on behalf of Mr. and Mrs. Craig Fecel, gave securities that we valued for our internal purposes at \$36,833.00 to the College of Business Financial Markets Education Fund.
- Mr. and Mrs. Larry G. Woodcox gave securities that we valued for our internal purposes at \$7,210.52 to add to the Diane Keating Woodcox Scholarship in English and Modern Languages.
- Market Basket Charitable Foundation gave \$10,000.00 to add to the Market Basket Charitable Foundation Scholarship.
- Todd Cross Memorial Scholarship Organization gave \$5,000.00 to add to the Todd Cross Memorial Scholarship.
- Mr. Frederic F. Day gave \$5,000.00 to add to the Ruth E. and Frederic F. Day Scholarship in the Sciences.
- Mr. and Mrs. Grady H. Crawford, Jr. gave \$12,500.00 to the William Clay Crawford Regents Scholarship in Construction Management; and unrestricted gifts to the College of Business and to the President's Associates Fund.
- David F. Molina Memorial Benefit Fund gave \$10,000.00 to add to the David Foreman Molina Regents Scholarship.
- Mr. and Mrs. Edward L. Gunderson gave \$15,000.00 to add to the Gunderson Heritage Scholarship in Chemical Engineering.
- Mr. and Mrs. Steve Moore gave \$5,000.00 as an unrestricted gift to the College of Fine Arts and Communication.
- Lamar University Chapter of Phi Kappa Phi gave \$22,000.00 to establish the Dr. Kevin Dodson / Phi Kappa Phi Endowment.
- Mrs. Maureen G. Lovelady gave \$7,500.00 to establish the Victor L. Lovelady Memorial Scholarship in Engineering.
- Alpha Tau Omega Alumni Association gave \$26,000.00 to establish the Alpha Tau Omega Alumni Association Memorial Scholarship.
- Noah Rodriguez Memorial Scholarship Fund gave \$15,000.00 to establish the Noah Rodriguez Memorial Scholarship.

Sam Houston State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
3/27/2017	Bail Management Inc	\$5,605.00	Bearkat Champions General Fund
4/3/2017	Bill Fick Ford	\$6,500.00	Rodeo Activities; University Events - Bearkat Invitational Golf Outing
4/13/2017	Maggie M. and George E. Parker	\$12,000.00	Erma Keefer Farris Endowment
4/25/2017	Earl H. Burrough Trust	\$22,740.00	Earl H. Burrough Scholarship
4/27/2017	Robert L. Thompson	\$5,000.00	Football Enrichment
4/27/2017	Robert L. Thompson	\$5,000.00	Football Enrichment
5/1/2017	Anonymous	\$6,800.00	Ed and Celia Franklin Scholarship Endowment for Nursing; Margaret A. Conwell Memorial Musical Theatre Endowed Scholarship; IMO: Frank D. "Poncho" Roberts Sr.
5/5/2017	James O. Mathis	\$12,000.00	James O. Mathis Endowment
5/11/2017	Sally Praker	\$5,000.00	Gloria A. Wismer Memorial Scholarship
5/17/2017	Sam Houston University Foundation	\$54,868.68	Stevenson Video Score Boards; Miscellaneous
5/18/2017	City of Huntsville	\$8,850.00	Friends of the Museum; SBDC - Program Income
5/19/2017	The Terry Foundation	\$147,350.00	Terry Foundation Scholarship
5/22/2017	Laverne Warner	\$6,900.00	Dr. Laverne Warner Early Childhood Education Endowment
5/23/2017	Debbie L. Ardoin	\$5,000.00	Gloria A. Wismer Memorial Scholarship
5/23/2017	GHS Foundation	\$10,000.00	Smith-Hutson COBA Scholarships
5/25/2017	Allegiance Bank	\$7,200.00	Smith-Hutson Banking
5/25/2017	Insperty Services, L. P.	\$15,000.00	Smith-Hutson Banking
5/26/2017	San Antonio Livestock Exposition, Inc.	\$8,750.00	San Antonio Livestock Expositions, Inc. Scholarship
6/13/2017	San Antonio Livestock Exposition, Inc.	\$5,000.00	Department of Agricultural Sciences and Engineering Technology

5/26/2017	The Estate of Lena Campbell Mathis	\$170,000.00	Lena Campbell Mathis Scholarship Endowment
5/26/2017	The Estate of Lena Campbell Mathis	\$5,000.00	Lena Campbell Mathis Endowed Scholarship
5/30/2017	The 100 Club, Inc.	\$63,566.87	Hundred Club Tuition / Fees
5/31/2017	Therm-Omega-Tech, Inc.	\$500,000.00	Fred Pirkle Engineering Technology Program Enrichment Endowment
6/2/2017	John S. and Marsha Beeson	\$10,800.00	Beeson Scholarship in memory of Laurence L. Corley, Sr. Endowment
6/2/2017	John S. and Marsha Beeson	\$10,800.00	Beeson Scholarship in memory of Joseph B. Snodgrass Endowment
6/8/2017	Capital Farm Credit	\$5,000.00	Department of Agricultural Sciences and Engineering Technology
6/12/2017	Edgar A. and Carolyn L. Reeves	\$10,750.00	Edgar A. and Carolyn L. Reeves Family Endowment; Alumni Enrichment
6/16/2017	Donna Kadlubar Carnahan	\$7,000.00	Alumni Enrichment
	Total Gifts:	\$1,132,980.55	

Explanations

Bail Management Inc. gave \$5,605 to the Bearkat Champions General Fund.

Bill Fick Ford provided \$6,000 for the rodeo program, and \$500 in support of the 2017 Bearkat Invitational Golf Outing.

Mr. and Mrs. George E. Parker donated \$12,000 for the Erma Keefer Farris Endowment, which provides scholarship assistance to undergraduate students enrolled in the teacher education program.

The Earl H. Burrough Trust generously added \$22,740 to the Earl H. Burrough Scholarship, which provides support to students majoring in Chemistry or Physics.

Mr. Robert L. Thompson contributed two \$5,000 gifts to the football program.

An anonymous donor provided \$6,700 for the Ed and Celia Franklin Scholarship Endowment for Nursing, in addition to \$50 for the Margaret A. Conwell Memorial Musical Theatre Endowed Scholarship, and \$50 in memory of Frank D. "Poncho" Roberts, Sr.

Dr. James O. Mathis added \$12,000 to the James O. Mathis Endowment, which provides assistance for students in the graduate counseling program in education.

Ms. Sally Praker established the Gloria A. Wismer Memorial Scholarship with a gift of \$5,000. This scholarship benefits students from Baytown, TX, majoring in public health.

The Sam Houston University Foundation contributed \$50,000 to the installation of video scoreboards for Athletics programs, and a total of \$4,868.68 in smaller amounts to miscellaneous funds.

The City of Huntsville donated \$8,600 to the Sam Houston Memorial Museum, and \$250 to the Small Business Development Center.

The Terry Foundation added \$147,350 to the Terry Foundation Scholarship.

Dr. Laverne Werner gave a total of \$6,900 to the Dr. Laverne Warner Early Childhood Education Endowment.

Ms. Debbie L. Ardoin established the Gloria A. Wismer Memorial Scholarship with a gift of \$5,000, which benefits students from Baytown, TX, majoring in public health.

The GHS Foundation provided \$10,000 for the Smith-Hutson College of Business Administration Scholarship program.

Allegiance Bank contributed \$7,200 to Smith-Hutson Banking in support of the 5th Annual Texas Bankers Hall of Fame Gala and the 21st Annual Bank Executives' and Directors' Seminar and Golf Tournament.

Insperty Services, L. P. gave \$15,000 to Smith-Hutson Banking in support of the 5th Annual Texas Bankers Hall of Fame Gala and the 21st Annual Bank Executives' and Directors' Seminar and Golf Tournament.

San Antonio Livestock Exposition, Inc. donated a combined total of \$8,750 to the San Antonio Livestock Exposition Scholarship Program for undergraduate students in Agriculture, as well as supported agricultural graduate students' stipends with a gift of \$5,000.

The Estate of Lena Campbell Mathis established the Lena Campbell Mathis Scholarship Endowment within the College of Health Sciences with a generous gift of \$170,000, in addition to \$5,000 for its accompanying scholarship.

The 100 Club, Inc. added \$63,566.87 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.

Therm-Omega-Tech, Inc. contributed \$500,000 to the Fred Pirkle Engineering Technology Program Enrichment Endowment.

Mr. John S. Beeson generously provided \$10,800 each for the Beeson Scholarship in memory of Laurence L. Corley, Sr. Endowment within the College of Business Administration, and the Beeson Scholarship in memory of Joseph B. Snodgrass Endowment within the Department of Agricultural Sciences and Engineering Technology.

Capital Farm Credit gave \$5,000 to the Department of Agricultural Sciences and Engineering Technology.

Mr. and Mrs. Edgar A. Reeves added \$10,750 for the Edgar A. and Carolyn L. Reeves Family Endowment, benefitting students majoring in agricultural sciences.

Ms. Donna Kadlubar Carnahan donated \$7,000 to the Alumni Association.

Sul Ross State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
04/01/2017	Mr. William Speary	\$5,000.00	College Forward Program
04/10/2017	Mr. John Weisman	\$10,000.00	Museum of the Big Bend Trappings of Texas
04/18/2017	TransPecos Banks	\$5,000.00	Museum of the Big Bend Trappings of Texas
04/28/2017	HEB Grocery Company LP	\$5,000.00	Zuzu Verk Memorial Scholarship in Natural Resource Management
05/08/2017	Big Bend Shooting Foundation Inc.	\$6,000.00	Century Club Athletic Fund
05/08/2017	San Antonio Livestock Exposition Inc.	\$15,000.00	Borderlands Research Institute SALE Fellowship
05/12/2017	Mrs. Betty Faye Owen	\$50,000.00	Norman D. Martindale Memorial Scholarship in Industrial Arts
05/23/2017	Mrs. Ruth Russell	\$10,000.00	Borderlands Research Institute 9-Pt. Mule Deer
05/23/2017	ANRS & Rodeo Exes Association	\$10,000.00	ANRS & Rodeo Exes Rodeo Scholarship
05/23/2017	ANRS & Rodeo Exes Association	\$10,000.00	ANRS & Rodeo Exes Academic Scholarship
05/23/2017	San Antonio Area Foundation	\$21,963.37	Borderlands Research Institute Last Frontier Campaign
06/05/2017	Texas A&M University Kingsville Foundation Inc.	\$100,000.00	Borderlands Research Institute TAMUK Foundation West Texas Native Seed Fund Support
06/05/2017	COG Operating LLC	\$275,000.00	Borderlands Research Institute Concho Greenhouse
06/15/2017	The William H. Pitt Foundation Inc.	\$15,000.00	William H. Pitt/Charles Mallory Scholarship Fund
06/15/2017	The William H. Pitt Foundation Inc.	\$15,000.00	Museum Advantage Fund
06/15/2017	Lykes Bros Inc.	\$20,000.00	Natural Resource Management Support Fund
06/15/2017	Permian Basin Area Foundation	\$25,000.00	Museum Advantage Fund
06/15/2017	The Dixon Water Foundation	\$50,000.00	Sustainable Ranch Management Support

06/22/2017	South Texas Money Management	\$5,000.00	SRSU Foundation
06/27/2015	Mr. Stuart Stedman	\$5,000.00	Borderlands Research Institute Stewardship Program
06/27/2017	San Antonio Livestock Exposition Inc.	\$15,000.00	Borderlands Research Institute SALE Fellowship
06/27/2017	Permian Basin Area Foundation	\$25,000.00	Borderlands Research Institute Native Seed Program
06/27/2017	La Brasada Foundation	\$50,000.00	Museum Advantage Fund

Friends of the Center for Big Bend Studies

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
06/23/2017	The Cynthia & George Mitchell Foundation	\$10,000.00	Center for Big Bend Studies

EXPLANATION

Sul Ross State University:

Mr. William Speary of The Woodlands, TX donated \$5,000 to the College Forward Program. The College Forward program is a mentoring program to help more area students complete their college education at Sul Ross State University.

Mr. John Weisman of New Braunfels, TX donated \$10,000 to the Museum of the Big Bend Annual Trappings of Texas. The Trappings of Texas Exhibit features the vision, resources and dreams of various talented artisans. This exhibit, as one of the oldest custom cowboy gear and art exhibits in the U.S. is critically important in our mission to create high quality, engaging educational opportunities that showcase the history, culture and heritage of the Big Bend Region.

TransPecos Banks, Mr. & Mrs. Pat Kennedy Jr., of San Antonio, TX donated \$5,000 to the Museum of the Big Bend Annual Trappings of Texas. The Trappings of Texas Exhibit features the vision, resources and dreams of various talented artisans. This exhibit, as one of the oldest custom cowboy gear and art exhibits in the U.S. is critically important in our mission to create high quality, engaging educational opportunities that showcase the history, culture and heritage of the Big Bend Region.

HEB Grocery Company LP of San Antonio, TX donated \$5,000 to the Zuzu Verk Memorial Scholarship in Natural Resource Management Fund. This scholarship will provide students in the NRM program with similar interests as our late student Zuzu Verk a great opportunity to attend Sul Ross State University.

Big Bend Shooting Foundation Inc. of Alpine, TX donated \$6,000 to the Century Club Athletic Fund. These funds provide the Athletics Department with the necessary funds to grow Athletics programs.

San Antonio Livestock Exposition, Inc., Ms. Pamela Foster, Scholarship Coordinator of San Antonio, TX donated \$15,000 to the Borderlands Research Institute – San Antonio Livestock Exposition Fellowship to support graduate scholarships.

Mrs. Betty Faye Owen of Carrizo Springs, TX donated \$50,000 to create the Norman D. Martindale Memorial Scholarship fund in Industrial Arts. Norman Martindale is a late professor from Sul Ross who had a passion for Industrial Arts & Technology.

Ms. Ruth Bowman Russell of San Antonio, TX donated \$10,000 to the Borderlands Research Institute's Antler Development of Desert Mule Project to help with the operating costs. The Desert Mule Program will enhance the knowledge of Desert Mule Deer population and habitats.

ANRS and Rodeo Exes Association, Ms. Michelle Farley, Treasurer of Fort Stockton, TX donated \$10,000 to the ANRS and Rodeo Exes Association Rodeo Scholarship Fund and to the ANRS and Rodeo Exes Association Academic Scholarship Fund. This scholarship funds provide exceptional benefits to students at Sul Ross as they continue their studies and compete in the rodeo program.

ANRS and Rodeo Exes Association, Ms. Michelle Farley, Treasurer of Fort Stockton, TX donated \$10,000 to the ANRS and Rodeo Exes Association Rodeo Scholarship Fund and to the ANRS and Rodeo Exes Association Academic Scholarship Fund. This scholarship funds provide exceptional benefits to students at Sul Ross as they continue their studies and compete in the rodeo program.

Mrs. Ruth Bowman Russell of San Antonio, TX through The San Antonio Area Foundation, donated \$21,963.37 to the BRI Last Frontier Campaign. Borderlands Research Institute's ongoing campaign.

Texas A&M University Kingsville Foundation Inc. of Kingsville, TX donated \$100,000 to the Borderlands Research Institutes West Texas Native Seed Project support fund. This fund supports the creation of a cache of native to West Texas seeds that will be used to replant areas that have been devastated by both human and environmental disasters in the region.

COG Operating LLC of Midland, TX donated \$275,000 to the Borderlands Research Institute's Concho Greenhouse.

The William H. Pitt Foundation Inc. of Palm Beach, FL donated \$15,000 to the William H. Pitt/Charles Mallory Scholarship Fund. This scholarship fund will provide benefits to students at Sul Ross State University and will increase the opportunities available to them.

The William H. Pitt Foundation Inc. of Palm Beach, FL donated \$15,000 to the Museum of the Big Bend's Museum Advantage Fund. This fund supports educational and preservation programs for the Museum of the Big Bend.

The Lykes Bros Inc. of Okeechobee, FL donated \$20,000 to the Natural Resource Management Support Fund.

The Permian Basin Area Foundation, Mr. Guy McCrary, President, Midland, TX donated \$25,000 to the Museum Advantage Fund to support the funding for educational and preservation programs for the Museum of the Big Bend.

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.

South Texas Money Management, Ms. Cheryl Thorp, Account Manager, of San Antonio, TX donated \$5,000 to the Sul Ross State University Foundation to support the University's mission and programs.

Mr. Stuart Stedman of Houston, TX donated \$5,000 to the BRI 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.

San Antonio Livestock Exposition, Inc., Ms. Pamela Foster, Scholarship Coordinator of San Antonio, TX donated \$15,000 to the Borderlands Research Institute – San Antonio Livestock Exposition Fellowship to support graduate scholarships.

The Permian Basin Area Foundation, Mr. Guy McCrary, President, Midland, TX donated \$25,000 to the Borderlands Research Institute's Native Seed Program. This fund supports the creation of a cache of native to West Texas seeds that will be used to replant areas that have been devastated by both human and environmental disasters in the region.

La Brasada Foundation, Mr. and Mrs. Jim Donnell, of Fowlerton, TX donated \$50,000 to the Museum Advantage Fund. This fund supports educational and preservation programs for the Museum of the Big Bend.

Friends of the Center for Big Bend Studies:

The Cynthia and George Mitchell Foundation of The Woodlands, TX donated \$10,000 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.

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>
2/16/2017	\$5,000	Department of Athletics—Touchdown Team Non-Membership
2/17/2017	\$6,000	Department of Athletics—Athletic Club Seat Donations
2/17/2017	\$5,000	Department of Athletics—Touchdown Team Non-Membership
2/21/2017	\$10,000	Department of Athletics—Baseball Diamond Club Membership and Touchdown Team Non-Membership
2/21/2017	\$10,000	College of Fine Arts and Communication—Theatre Excellence Fund
2/21/2017	\$6,400	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
2/22/2017	\$5,000	Department of Athletics—Baseball Diamond Club Membership
2/27/2017	\$8,840	College of Liberal Arts—Wilson-Durham-Chandler Pottery Site
2/28/2017	\$12,000	Department of Athletics—Athletic Suite Donations
2/28/2017	\$10,000	Department of Athletics—Men’s Basketball Non-Membership
3/1/2017	\$13,187	College of Liberal Arts—Department of Sociology
3/3/2017	\$12,000	Department of Athletics—Athletic Suite Donations
3/6/2017	\$6,000	Department of Athletics—Athletic Suite Donations
3/7/2017	\$25,715	Department of Athletics—Benny Boyd Scholarship in Athletics and Athletic Director Restricted
3/8/2017	\$6,250	McCoy College of Business Administration—Nick Medlock Memorial Scholarship
3/9/2017	\$10,000	Department of Athletics—Men’s Golf Non-Membership and Women’s Golf Non-Membership

3/21/2017	\$12,820	College of Liberal Arts—Center for Ancient Arts and Symbolism
3/21/2017	\$5,000	Department of Athletics—Strutters
3/21/2017	\$6,500	Department of Athletics—Bobcat Club Annual Fund
3/22/2017	\$5,000	McCoy College of Business Administration—Farm Credit Bank of Texas Scholarship
3/22/2017	\$5,000	College of Liberal Arts—Liberal Arts Excellence Fund
3/28/2017	\$15,000	College of Science and Engineering—Mathworks Operating Gift
3/30/2017	\$16,000	College of Science and Engineering—Mathworks Operating Gift
3/31/2017	\$38,539.33	Office of the President—President’s Office
4/3/2017	\$10,000	Department of Athletics—Baseball Non-Membership
4/3/2017	\$12,000	Department of Athletics—Athletic Suite Donations
4/5/2017	\$7,000	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
4/5/2017	\$30,000	Department of Athletics—Athletic Suite Donations
4/5/2017	\$7,000	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
4/5/2017	\$7,500	Department of Athletics—Athletic Suite Donations
4/11/2017	\$25,000	College of Fine Arts and Communication—Musical Theatre Gift
4/11/2017	\$11,000	McCoy College of Business Administration—Brian Wong Scholarship in Accounting and Brian Wong Finance and Economics Scholarship
4/19/2017	\$10,000	College of Science and Engineering—Silicon Labs Research Fund in Mathworks
4/19/2017	\$5,000	College of Liberal Arts—The Summerlee Foundation Public History Program

4/24/2017	\$70,000	College of Liberal Arts—Katherine A. Porter Operating
4/27/2017	\$5,000	College of Fine Arts and Communication—Black and Latino Playwrights Conference
4/27/2017	\$100,000	College of Liberal Arts—The Texas State University System Foundation Graduate Endowed Fellowship in Liberal Arts
5/1/2017	\$5,000	Division of Information Technology—Texas Music Collections
5/1/2017	\$5,000	College of Fine Arts and Communication—Texas State Friends of Fine Arts Endowment
5/2/2017	\$10,000	College of Fine Arts and Communication—Theatre Excellence Gift
5/4/2017	\$5,000	College of Fine Arts and Communication—Department of Theatre and Dance Scholarship
5/4/2017	\$6,000	Department of Athletics—Bobcat Club Annual Fund
5/10/2017	\$18,000	McCoy College of Business Administration—Students in Free Enterprise and Professional Selling Corporate Partners Program
5/10/2017	\$9,807.35	College of Liberal Arts—Dr. Sally Caldwell Book Scholarship
5/11/2017	\$100,000	Division of University Advancement—Maroon and Gold Annual Fund
5/11/2017	\$75,000	College of Science and Engineering—Concrete Industry Management Program Support and Industry Support Scholarship Fund
5/16/2017	\$5,000	College of Fine Arts and Communication—School of Journalism and Mass Communication Excellence Fund
5/16/2017	\$40,000	Department of Athletics—Football Locker Room Project Donations
5/17/2017	\$5,000	College of Science and Engineering—Gulf Coast Power Association David Olver Memorial Scholarship
5/19/2017	\$10,000	McCoy College of Business Administration—Professional Selling Corporate Partners Program
5/22/2017	\$5,000	College of Education—H-E-B Tournament of Champions Autism Summer Camp
5/24/2017	\$5,000	College of Science and Engineering—Scientific and Engineering Research Fund

5/30/2017	\$10,000	McCoy College of Business Administration— Professional Selling Corporate Partners Program
5/31/2017	\$20,500	College of Science and Engineering—Concrete Industry Management Program Support
TOTAL:	<u>\$889,058.68</u>	

The following Gift-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>
TOTAL:	<u>\$0.00</u>	

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>
2/17/2017	\$20,000	College of Liberal Arts—State Farm National Fire Incident Reporting System Research Fund
2/21/2017	\$25,000	Department of Athletics—Aaron West Memorial Endowed Scholarship
2/28/2017	\$5,000	Division of Information Technology—The Wittliff Collections Acquisitions Endowment
3/7/2017	\$100,000	Division of Information Technology—William J. Hill Endowment for Visiting Researcher Travel
3/10/2017	\$1,378,000	College of Liberal Arts—Grady G. Early Research Endowment for Forensic Anthropology
3/13/2017	\$75,000	Division of University Advancement—The Game Changer Fund
4/4/2017	\$5,000	Department of Athletics—Clay Dollins Endowed Scholarship
4/4/2017	\$160,000	College of Fine Arts and Communication—Betty Dickinson Quasi-Endowment for International Piano Festival Support
4/10/2017	\$25,000	College of Science and Engineering—Sarah and Ernest Butler Endowed Scholarship in Mathworks
4/14/2017	\$5,000	College of Health Professions—Dr. Ruth B. Welborn Health Professions Leadership Scholarship

4/26/2017	\$100,000	College of Fine Arts and Communication—Betty Dickinson Quasi-Endowment for International Piano Festival Support
5/1/2017	\$15,000	College of Applied Arts—William M. and Emily W. Pruitt Criminal Justice Endowed Scholarship
5/17/2017	\$5,000	Office of the President—President’s Excellence Fund
5/22/2017	\$100,000	Office of the Provost and Vice President of Academic Affairs—Wells Fargo STAR Park Renewable Energy Initiatives
5/30/2017	\$12,500	Department of Athletics—Wayne and Deborah Tiemann Endowed Scholarship
TOTAL:	<u>\$2,030,500.00</u>	

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>
2/17/2017	\$300,000	McCoy College of Business Administration—Scott Emerson Professorship in Business Administration
3/7/2017	\$6,000	McCoy College of Business Administration—Brian and Nancy Gilchrist Endowed Scholarship
3/27/2017	\$25,000	McCoy College of Business Administration—Lana and Will Holder Endowed Scholarship
4/27/2017	\$200,000	McCoy College of Business Administration—Amy Suzanne McCall Faculty Research Endowment
5/15/2017	\$25,000	McCoy College of Business Administration—Greater Austin Hispanic Chamber of Commerce Foundation Endowed Scholarship
TOTAL:	<u>\$556,000.00</u>	

Explanation

The following gifts of \$5,000 or more were made to Texas State University.

- An alumnus in Houston, Texas, donated \$5,000 to the Touchdown Team Non-Membership account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$6,000 to the Athletic Club Seat Donations account in the Department of Athletics.
- A corporation in Georgetown, Texas, donated \$5,000 to the Touchdown Team Non-Membership account in the Department of Athletics.
- An alumni couple in Houston, Texas, donated \$10,000 to the Baseball Diamond Club Membership account and the Touchdown Team Non-Membership account in the Department of Athletics.
- A couple in San Marcos, Texas, donated \$10,000 to the Theatre Excellence Fund account in the College of Fine Arts and Communication.
- An alumnus and spouse in Boerne, Texas, donated \$6,400 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- A foundation in Victoria, Texas, donated \$5,000 to the Baseball Diamond Club Membership account in the Department of Athletics.
- A foundation in Dallas, Texas, donated \$8,840 to the Wilson-Durham-Chandler Pottery Site account in the College of Liberal Arts.
- A couple in Kingsbury, Texas, donated \$12,000 to the Athletic Suite Donations account in the Department of Athletics.
- An alumni couple in Houston, Texas, donated \$10,000 to the Men's Basketball Non-Membership account in the Department of Athletics.
- A foundation in Austin, Texas, donated \$13,187 to the Department of Sociology account in the College of Liberal Arts.
- A foundation in Victoria, Texas, donated \$12,000 to the Athletic Suite Donations account in the Department of Athletics.
- A couple in San Marcos, Texas, donated \$6,000 to the Athletic Suite Donations account in the Department of Athletics.
- A couple in Lampasas, Texas, donated \$25,715 to the Benny Boyd Scholarship in Athletics account and the Athletic Director Restricted account in the Department of Athletics.
- An alumnus and spouse in Shavano Park, Texas, donated \$6,250 to the Nick Medlock Memorial Scholarship account in the McCoy College of Business Administration.

- A corporation in Houston, Texas, donated \$10,000 to the Men's Golf Non-Membership account and the Women's Golf Non-Membership account in the Department of Athletics.
- A foundation in Santa Fe, New Mexico, donated \$12,820 to the Center for Ancient Arts and Symbolism account in the College of Liberal Arts.
- An alumna (now deceased) in Austin, Texas, donated \$5,000 to the Strutters account in the Department of Athletics.
- An alumnus and spouse in Sinton, Texas, donated \$6,500 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$5,000 to Farm Credit Bank of Texas Scholarship account in the McCoy College of Business Administration.
- A corporation in San Antonio, Texas, donated \$5,000 to the Liberal Arts Excellence Fund account in the College of Liberal Arts.
- A corporation in Providence, Rhode Island, donated \$15,000 to the Mathworks Operating Gift account in the College of Science and Engineering.
- A foundation in San Antonio, Texas, donated \$16,000 to the Mathworks Operating Gift account in the College of Science and Engineering.
- A foundation in Seguin, Texas, donated \$38,539.33 to the President's Office account in the Office of the President.
- A couple in Lampasas, Texas, donated \$10,000 to the Baseball Non-Membership account in the Department of Athletics.
- A corporation in Spring Branch, Texas, donated \$12,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$7,000 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- A couple in San Antonio, Texas, donated \$30,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$7,000 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- An alumni couple in San Marcos, Texas, donated \$7,500 to the Athletic Suite Donations account in the Department of Athletics.
- A foundation in West Lake Hills, Texas, donated \$25,000 to the Musical Theatre Gift account in the College of Fine Arts and Communication.

- An alumnus and spouse in Hong Kong, donated \$11,000 to the Brian Wong Scholarship in Accounting account and the Brian Wong Scholarship in Finance and Economics account in the McCoy College of Business Administration.
- A corporation in Austin, Texas, donated \$10,000 to the Silicon Labs Research Fund in Mathworks account in the College of Science and Engineering.
- A foundation in Dallas, Texas, donated \$5,000 to The Summerlee Foundation Public History Program account in the College of Liberal Arts.
- A foundation in Buda, Texas, donated \$70,000 to the Katherine A. Porter Operating account in the College of Liberal Arts.
- A foundation in Los Angeles, California, donated \$5,000 to the Black and Latino Playwrights Conference account in the College of Fine Arts and Communication.
- A foundation in Austin, Texas, donated \$100,000 to The Texas State University System Foundation Graduate Endowed Fellowship in Liberal Arts account in the College of Liberal Arts.
- An alumnus and spouse in Buda, Texas, donated \$5,000 to the Texas Music Collections account in the Division of Information Technology.
- An alumna and spouse in San Marcos, Texas, donated \$5,000 to the Texas State Friends of Fine Arts Endowment account in the College of Fine Arts and Communication.
- An individual in San Marcos, Texas, donated \$10,000 to the Theatre Excellence Gift account in the College of Fine Arts and Communication.
- An individual in Wimberley, Texas, donated \$5,000 to the Department of Theatre and Dance Scholarship account in the College of Fine Arts and Communication.
- A couple in Dallas, Texas, donated \$6,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$18,000 to the Students in Free Enterprise account and the Professional Selling Corporate Partners Program account in the McCoy College of Business Administration.
- An individual (now deceased) in Wimberley, Texas, donated \$9,807.35 to the Dr. Sally Caldwell Book Scholarship account in the College of Liberal Arts.
- An alumnus and spouse in Spicewood, Texas, donated \$100,000 to the Maroon and Gold Annual Fund account in the Division of University Advancement.
- An organization in Murfreesboro, Tennessee, donated \$75,000 to the Concrete Industry Management Program Support account and the Industry Support Scholarship Fund account in the College of Science and Engineering.

- A corporation in Saint Louis, Missouri, donated \$5,000 to the School of Journalism and Mass Communication Excellence Fund account in the College of Fine Arts and Communication.
- An alumnus and spouse in Poth, Texas, donated \$40,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- 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 corporation in College Station, Texas, donated \$10,000 to the Professional Selling Corporate Partners Program account in the McCoy College of Business Administration.
- A foundation in San Antonio, Texas, donated \$5,000 to the H-E-B Tournament of Champions Autism Summer Camp account in the College of Education.
- A corporation in Rancho Santa Margarita, California, donated \$5,000 to the Scientific and Engineering Research Fund account in the College of Science and Engineering.
- A corporation in Irving, Texas, donated \$10,000 to the Professional Selling Corporate Partners Program account in the McCoy College of Business Administration.
- A foundation in Austin, Texas, donated \$20,500 to the Concrete Industry Management Program Support account in the College of Science and Engineering.

The following Gift(s)-In-Kind valued at \$5,000 or more were made to Texas State University.

- No gifts were made.

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 corporation in Bloomington, Illinois, donated \$20,000 to the State Farm National Fire Incident Reporting System Research account in the College of Liberal Arts.
- A foundation in Victoria, Texas, donated \$25,000 to the Aaron West Memorial Endowed Scholarship account in the Department of Athletics.
- A couple in Austin, Texas, donated \$5,000 to The Wittliff Collections Acquisitions Endowment account in the Division of Information Technology.
- An individual in Houston, Texas, donated \$100,000 to the William J. Hill Visiting Researcher Travel Endowment account in the Division of Information Technology.
- An individual in San Marcos, Texas, donated \$1,378,000 to the Grady G. Early Research Endowment for Forensic Anthropology account in the College of Applied Arts.

- A foundation in Houston, Texas, donated \$75,000 to The Game Changer Fund account in the Division of University Advancement.
- An alumnus and spouse in Austin, Texas, donated \$5,000 to the Clay Dollins Endowed Scholarship account in the Department of Athletics.
- An individual in Fort Worth, Texas, donated \$160,000 to the Betty Dickinson Quasi-Endowment for International Piano Festival Support account in the College of Fine Arts and Communication.
- A foundation in Austin, Texas, donated \$25,000 to the Sarah and Ernest Butler Endowed Scholarship in Mathworks account in the College of Science and Engineering.
- An individual in San Marcos, Texas, donated \$5,000 to the Dr. Ruth B. Welborn Health Professions Leadership Scholarship account in the College of Health Professions.
- A foundation in Fowlerton, Texas, donated \$100,000 to the Betty Dickinson Quasi-Endowment for International Piano Festival Support account in the College of Fine Arts and Communication.
- An alumnus and spouse in Buda, Texas, donated \$15,000 to William M. and Emily W. Pruitt Criminal Justice Endowed Scholarship account in the College of Applied Arts.
- A foundation in Glen Rose, Texas, donated \$5,000 to the President's Excellence Fund account in the Office of the President.
- A corporation in Austin, Texas, donated \$100,000 to the Wells Fargo STAR Park Renewable Energy Initiatives account in the Office of the Provost and Vice President of Academic Affairs.
- A couple in Falls City, Texas, donated \$12,500 to the Wayne and Deborah Tiemann Endowed Scholarship account in the Department of Athletics.

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.

- A corporation in Wayne, Pennsylvania, donated \$300,000 to the Scott Emerson Professorship in Business Administration account in the McCoy College of Business Administration.
- An alumnus and spouse in Belle Isle, Florida, donated \$6,000 to the Brian and Nancy Gilchrist Endowed Scholarship account in the McCoy College of Business Administration.
- An alumnus and spouse in Houston, Texas, donated \$25,000 to the Lana and Will Holder Endowed Scholarship account in the McCoy College of Business Administration.

- An alumnus and spouse in Spicewood, Texas, donated \$200,000 to the Amy Suzanne McCall Faculty Research Endowment account in the McCoy College of Business Administration.
- An organization in Austin, Texas, donated \$25,000 to the Greater Austin Hispanic Chamber of Commerce Foundation Endowed Scholarship account in the McCoy College of Business Administration.

LAMAR INSTITUTE OF TECHNOLOGY

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
04/21/2017	ExxonMobil Foundation	\$19,350.00	LIT Foundation
04/24/2017	Golden Pass LNG, LLC	\$15,000.00	LIT Foundation
06/05/2017	GHS Foundation	\$20,000.00	Scholarships
06/20/2017	The Gale Foundation	\$25,000.00	LIT Foundation

TOTAL: \$79,350.00

EXPLANATIONS

\$15,000 was received on April 24, 2017 from Golden Pass LNG, LLC for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$19,350 was received on April 21, 2017 from ExxonMobil Foundation for the benefit of their 3 to 1 Educational Matching Gift Program of donations made to Lamar Institute of Technology by ExxonMobil employees, retirees and surviving spouses to: 2017 LIT Shoot-Out event and its endowment which provides scholarships in all educational programs; the Archie L. McCauley, Jr. Scholarship Endowment which provides scholarships in process and operations technology; and the Ronald L. Cessac Scholarship Endowment which provides scholarships in instrumentation, computer engineering technology, and utility line technology

\$20,000 was received on June 5, 2017 from GHS Foundation for the benefit of scholarships to twelve students enrolled in associate of arts/general education and developmental studies, child care and development, computer drafting, emergency medical services, instrumentation, radiologic technology, respiratory care, process operating technology and sonography programs for the summer 2017 semester.

\$25,000.00 was received on June 20, 2017 from The Gale Foundation. \$12,500 will be deposited in LIT Foundation to begin the Gale Foundation Scholarship Endowment. \$12,500 will provide scholarships in fall 2017 to students in any program per request of the donor.

LAMAR STATE COLLEGE-PORT ARTHUR

The following gifts of \$5,000 or more were made payable to Lamar State College-Port Arthur.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
4/18/2017	Sempra-Port Arthur LNG, LLC	\$5,000	Mardi Gras Float
6/19/2017	TOTAL Petrochemicals & Refining USA, Inc.	\$50,000	Industrial Technology Center
7/5/2017	KOCH Companies Public Sector, LLC	\$25,000	Industrial Technology Center
	TOTAL	\$80,000	

**PORT ARTHUR HIGHER EDUCATION FOUNDATION
Benefiting Lamar State College-Port Arthur**

The following gifts of \$5,000 or more were made payable to the Port Arthur Higher Education Foundation.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
4/3/2017	Catalina Carabelle	\$5,000	Gulf Coast Gala
4/7/2017	Wilton & Effie Mae Hebert Foundation	\$10,000	Gulf Coast Gala
4/12/2017	Golden Pass LNG Terminal	\$5,000	Gulf Coast Gala
4/17/2017	James W. Moore, Sr.	\$10,000	Gulf Coast Gala
6/16/2017	TOTAL Petrochemicals & Refining USA, Inc.	\$5,000	Gulf Coast Gala
	TOTAL	\$35,000	

EXPLANATION

The following gifts of \$5,000 or more were made to Lamar State College-Port Arthur.

Sempra-Port Arthur LNG, LLC gave \$5,000 for the sponsorship of the 2017 Mardi Gras Float.

TOTAL Petrochemicals & Refining USA, Inc. gave \$50,000 to the Industrial Technology Center.

KOCH Companies Public Sector, LLC gave \$25,000 to the Industrial Technology Center.

The following gifts of \$5,000 or more were made to the Port Arthur Higher Education Foundation.

Catalina Carabelle gave \$5,000 for the sponsorship of the 14th Annual Gulf Coast Gala.

The Wilton & Effie Mae Hebert Foundation gave \$10,000 for the sponsorship of the 14th Annual Gulf Coast Gala.

Golden Pass LNG Terminal gave \$5,000 for the sponsorship of the 14th Annual Gulf Coast Gala.

James W. Moore, Sr. gave \$10,000 for the sponsorship of the 14th Annual Gulf Coast Gala.

TOTAL Petrochemicals & Refining USA, Inc. gave \$5,000 for the sponsorship of the 14th Annual Gulf Coast Gala.

TSUS: Approval of Holiday Schedules (2017-2018)

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

The TSUS holiday schedule and TSUS component holiday schedules be
approved.

Texas State University System

Labor Day	09/04/17	Monday
Thanksgiving	11/23/17	Thursday
	11/24/17	Friday
Christmas Break	12/22/17	Friday
	12/25/17	Monday
	12/26/17	Tuesday
	12/27/17	Wednesday
	12/28/17	Thursday
	12/29/17	Friday
	01/01/18	Monday
01/02/18	Tuesday	
Martin Luther King, Jr. Day	01/15/18	Monday
Memorial Day	05/28/18	Monday
Independence Day	07/04/18	Wednesday

LU: Approval of the Recommended Holiday Schedule for FY 2018

Lamar University is seeking Board approval of the Recommended Holiday Schedule for FY 2018.

Labor Day	9/04/17	Monday
Thanksgiving Break	11/23/17 11/24/17	Thursday Friday
Christmas Break	*12/20/17 12/21/17 12/22/17 12/25/17 12/26/17 12/27/17 12/28/17 12/29/17 1/01/18	Wednesday Thursday Friday Monday Tuesday Wednesday Thursday Friday Monday
Martin Luther King, Jr. Day	1/15/18	Monday
Spring Break	*3/16/18	Friday
Memorial Day	5/28/18	Monday
Independence Day	7/04/18	Wednesday

***Energy Conservation Days** – Skeleton crews for essential offices required. Accrued compensatory time/vacation will be used to observe Energy Conservation days.

SHSU - Approval of the Recommended Holiday Schedule for FY 2018

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

Sam Houston State University be approved to use the Recommended Holiday Schedule for FY 2018.

Explanation

Sam Houston State University is seeking Board approval of the Recommended Holiday Schedule for FY 2018.

Labor Day	09/04/2017	Monday
Thanksgiving	11/23/2017	Thursday
	11/24/2017	Friday
Christmas	12/21/2017	Thursday
	12/22/2017	Friday
	12/25/2017	Monday
	12/26/2017	Tuesday
	12/27/2017	Wednesday
	12/28/2017	Thursday
	12/29/2017	Friday
New Year's Day	01/01/2018	Monday
Martin Luther King Jr. Day	01/15/2018	Monday
Energy Conservation Day*	03/16/2018	Friday
Memorial Day	05/28/2018	Monday
Independence Day	07/04/2018	Wednesday

The following alternative days may be observed in lieu of a university holiday:

Rosh Hashanah	09/21/2017	Thursday
Rosh Hashanah	09/22/2017	Friday
Good Friday	03/30/2018	Friday

Due to university closure during scheduled holidays, employees observing alternative days shall be charged available vacation, compensatory time or unpaid leave to account for the alternative

day. The total number of holidays in a year to which an employee is entitled is not changed by use of alternative holidays.

*SHSU is following the State Holiday Schedule for Fiscal Year 2018. In addition, we are selecting March 16, 2018 as an energy conservation day and campus will be closed. Please see Finance & Operations Human Resources policy B-4 for rules governing acceptable use of the energy conservation day.

Sul Ross State University and Rio Grande College

Labor Day	September 4, 2017	1 Day
Thanksgiving Day	November 22-24, 2017	3 Days
Christmas Day	December 22-29, 2017	6 Days*
New Year's Day	January 1, 2018,	1 Day
Martin Luther King, Jr. Day	January 15, 2018	1 Day
Spring Break- ALP & RGC	March 14-16, 2018	3 Days*
Good Friday	March 30, 2018	1 Day
Memorial Day	May 28, 2018	1 Day
Independence Day	July 4, 2018	<u>1 Day</u>
	Total	18 Days

*Includes 2 Energy Conservation Days

Texas State University

Holiday Schedule – Fiscal Year 2018

Labor Day	September 4, 2017
Thanksgiving	November 23 – 24, 2017
Christmas	December 21, 2017 – January 3, 2018 (December 21 – 22 are energy conservation days)
Martin Luther King, Jr. Day	January 15, 2018
Spring Break	March 12 – 16, 2018 (energy conservation days)
Memorial Day	May 28, 2018
Independence Day	July 4, 2018

*Energy conservation days – Skeleton crews for essential offices required. Accrued compensatory time will be used to observe energy conservation days.

Lamar Institute of Technology

SCHEDULE OF HOLIDAYS FOR 2017-2018

The holiday schedule by The Texas State University System Board of Regents for Lamar Institute of Technology employees is as follows:

Labor Day	9/04/17	Monday
Thanksgiving	11/23/17 11/24/17	Thursday Friday
Winter Break	12/20/17 * 12/21/17 12/22/17 12/25/17 12/26/17 12/27/17 12/28/17 12/29/17 01/01/18	Wednesday Thursday Friday Monday Tuesday Wednesday Thursday Friday Monday
Martin Luther King, Jr. Day	01/15/18	Monday
Spring Break	03/16/18 *	Friday
Memorial Day	05/28/18	Monday
Independence Day	07/04/18	Wednesday

***Energy Conservation Days** – Skeleton crews for essential offices required. Accrued compensatory time/vacation will be used to observe energy conservation days.

A State employee is entitled to observe Rosh Hashanah, Yom Kippur, Good Friday, and Cesar Chavez Day in lieu of any state holiday where a skeleton crew is required.

Certain personnel will be scheduled to remain on duty during all holiday periods as provided by State law.

**LAMAR STATE COLLEGE – ORANGE
HOLIDAY SCHEDULE: FY18**

Labor Day	09/04/17	Monday
Thanksgiving Break	11/23/17	Thursday
	11/24/17	Friday
Winter Break	12/20/17*	Wednesday
	12/21/17	Thursday
	12/22/17	Friday
	12/25/17	Monday
	12/26/17	Tuesday
	12/27/17	Wednesday
	12/28/17	Thursday
	12/29/17	Friday
	01/01/18	Monday
Martin Luther King, Jr. Day	01/15/18	Monday
Energy Conservation Day*	03/16/18*	Friday
Memorial Day	05/28/18	Monday
Independence Day	07/04/18	Wednesday

*Energy Conservation Day: Skeleton crew required for essential services. Accrued compensatory time or vacation time must be used to account for the hours.

Lamar State College-Port Arthur

Labor Day	09/04/17	Monday
Thanksgiving	11/23/17 11/24/17	Thursday Friday
Christmas Break	12/20/17* 12/21/17 12/22/17 12/25/17 12/26/17 12/27/17 12/28/17 12/29/17	Wednesday Thursday Friday Monday Tuesday Wednesday Thursday Friday
	01/01/18	Monday
Martin Luther King, Jr. Day	01/15/18	Monday
Spring Break	03/16/18*	Friday
Memorial Day	05/28/18	Monday
Independence Day	07/04/18	Wednesday

*Energy Conservation Days: Skeleton crew required for essential services. Accrued compensatory time or vacation time must be used to account for the hours.



President's Briefing
for The Texas State University System
Board of Regents
August 2017

RETENTION & RECRUITMENT:

Lamar is in the midst of its May mini-session, four summer sessions, and several *parts of term* sessions (for online and Academic Partnership students). Following a successful 2017 spring semester, overall enrollments (headcount and semester credit hours) for these short sessions, so far, has been similar to those for comparable terms of 2016. Mirroring national trends, international enrollments are down slightly, but are offset by residential student increases, producing a flat trajectory. Most encouraging, fall 2017 applications, acceptances, and preliminary enrollments for new freshmen are up, and overall registration numbers are also tracking slightly ahead of last fall's enrollment. New student/family orientations, transfer/adult student orientations, and international student orientation sessions have introduced campus to large numbers of new students, and Lamar's annual *Week of Welcome* will help them make the transition to campus life. Once again, and due to more rigorous freshman admission standards and expanded scholarship offerings, Lamar expects one of the largest and academically finest freshman classes in the institution's history. To improve freshman retention and success, Lamar will, again, require Freshman Interest Group (FIGs, called *Cardinal Communities*) participation for all provisionally-admitted freshmen, and will strongly encourage all other freshmen to join. Last fall's roll-out of this student engagement effort was hugely successful in retaining new students. Extensive training of FIG leaders has occurred, and about 55 groups will begin this fall. In addition, several other retention programs are being implemented or being developed. Lamar's SACSCOC Quality Enhancement Plan (QEP) will address an area of major retention concern—developmental and core mathematics. Mainstreaming of developmental and core courses, and math *pathways* (calculus, algebra, statistics/probability, and quantitative reasoning) will constitute the QEP retention strategy. With EAB consultants and state-of-the-art analytics, professional academic advisors are now able to rapidly identify, advise, and assist *at-risk* students. Lamar continues to employ traditional and *best practice* retention services to serve all students, and especially those at-risk.

Preliminary first-time-in-college (FTIC) recruitment numbers, again, appear very promising. The university continues to recruit aggressively at home and in new student prospect markets, especially those in the greater Houston, Dallas-Fort Worth, and Central Texas metropolitan areas. Using a newly configured CRM, ambitious and aggressive social media strategies, two-year transfer partnerships, embedded admissions representatives, targeted scholarships/financial assistance, and strategic marketing initiatives, these efforts hold great promise for the enrollment future of Lamar.

ACADEMIC AFFAIRS:

Xiangyang (Sunny) Lei, Associate Professor and Interim Chair of the Department of Chemistry and Biochemistry, Faculty Mentor Award, Lamar University, 2016.

Dr. Maxim Soukhodolets, Associate Professor of Chemistry, had his proposal titled "Analyses of growth phase-specific changes in the protein composition and small protein-associated molecule makeup of E. coli transcription complexes" funded externally by the National Institute of General Medical Sciences, National Institutes of Health.

Dr. Robert M. Worley, Associate Professor of Criminal Justice, published three peer-reviewed articles, two book review essays, and one non peer-reviewed article for 2016. He was the sole author of "Memoirs of a Guard-Researcher: Deconstructing the Games Inmates Play behind the Prison Walls," which appeared as the *lead article* in the journal, *Deviant Behavior*, Vol. 37, (11): 1215-1226. "Memoirs of a Guard-Researcher" is one of the first autoethnographic methodologies to be employed in the discipline of criminal justice and is only the second time that an autoethnographic study has been published in the thirty-seven year history of *Deviant Behavior*. Dr. Worley also published a peer-reviewed article titled, "There Were Ethical Dilemmas All Day Long! Harrowing Tales of Ethnographic Researchers in Criminology and Criminal Justice," which appeared as the *lead article* in *Criminal Justice Studies*, Vol. 29, (4): 298-308.

Dr. Xiangyang (Sunny) Lei, Associate Professor and Interim Chair of the Department of Chemistry and Biochemistry, had her proposal titled "New Nickel(II) σ -Aryl Complexes as Catalysts for Suzuki Cross-Coupling Reactions" funded externally by the Welch Foundation.

Dr. Suying Wei, Associate Professor of Chemistry, had her proposal titled “Sustainable Anticorrosive Self-Healing Smart Coatings for Metal Protection” funded externally by the Environmental Protection Agency – People, Prosperity and the Planet program.

UNIVERSITY ADVANCEMENT:

Lamar University Foundation elected new Trustees. The Lamar University Foundation has elected five new Trustees who will take the positions vacated by Trustees whose terms have ended. These Trustees will serve four one-year terms beginning on September 1, 2017:

Jerry Dearing is the founder and owner of National Energy & Trade Holdings and Dearing Holdings L.P. He was cofounder of Net Midstream of Houston, TX which he sold in 2015. He has been an executive in the energy industry since 1984 with major responsibilities in business development, marketing, and asset management. Jerry hosted a Houston Area Alumni party at his home in Houston before the Cardinals football game against the University of Houston.

Gisela Houseman is owner and CEO of The Houseman Companies and a long-time supporter of Lamar University, and a community leader and philanthropist in Southeast Texas. Her endowment contributions support the Tony Houseman Memorial Scholarship, the Walter Umphrey Scholarship in Environmental Studies, and the David Bernsen Endowed Scholarship in Civil Engineering. Gisela was the May commencement speaker for the Lamar University College of Fine Arts and Communication.

Bill Macatee '78 holds a Bachelor of Science in Speech. A primary host and play-by-play voice at CBS Sports, Bill has covered multiple sports included roles at the Olympics, the Masters and PGA Championship, the US Open Tennis Championships, and the NFL. He was named a Lamar University Distinguished Alumnus in 2011, was the 2014 University commencement speaker, and served on the advisory board for the College of Fine Arts and Communication.

Larry Norwood '73 holds a Bachelor of Science in Chemical Engineering. He retired as vice President of Operations from Lubrizol Corporation in 2012 and continued to consult on special projects and acquisitions for another year. Larry and his wife Cynthia endowed the Larry and Cynthia Norwood Chemical Engineering Scholarship. His other leadership roles at Lamar include service on the Chemical Engineering Advisory Council and College of Engineering Advisory Counsel.

Pat Parsons '71 holds a Bachelor of Business Administration in Accounting. He is Vice Chairman of CommunityBank of Texas. Pat is active in the community and his support of Lamar University includes service on the Friends of the Arts Board in the College of Fine Arts and Communication, and the endowment of the Pat and Melody Parsons Innovation Fund in Business. He was also instrumental in the creation of the CommunityBank of Texas, N.A. Scholarship. Pat was named a Distinguished Alumnus in 2015.

CAPITAL IMPROVEMENTS:

Wayne A. Reaud Administration Building: Construction is complete and the building is fully occupied. A final deductive change of \$1,238,000, resulting from unused contingency and buy-out savings, is being processed. Record drawings have been received and all punch list items are complete. Warranty items are being addressed as they occur and the 11-month warranty walk is scheduled for late July. The project is in close-out phase.

Center for Innovation and Commercialization: Construction is complete and the building is occupied and in use for its intended purpose. The grand opening took place on April 5. The project team is working with the GLO to resolve documentation issues. Once resolved, the project can be closed out financially.

Setzer Student Center Renovation: The project budget is \$27.9M, which entails Lamar's direct costs for the renovation and new addition. All contaminated soil has been successfully remediated, site utilities and new building piers are complete, flatwork in the Quad has begun and the interior renovation continues to progress as scheduled, however, significant rainfall during the months of May and June has hampered progress on the new building slab and remaining flatwork. Construction is now estimated to be completed in early February, 2018. Lamar is waiting for the food service provider, Chartwells/Compass Group, to identify their contractor and mobilize them on-site to coordinate the build-out of the food service area with the rest of the work. Public art will be a sculpture located in the eastern end of the quad by James Surls.

Science and Technology Building: Substantial completion is scheduled for November 30, 2018. Vaughn Construction began mobilization in mid-March and work is progressing as scheduled at the south central plant and the new building site. Temporary replacement parking is complete and construction of the new surface parking lot has begun. Superstructure at the south central plant is complete; site utilities and drilled piers for the new building are underway. Lamar continues to await a proposal from Chartwells/Compass Group on the food service venue. Public art will be an interior, themed mosaic by Dixie Friend Gay.

Cardinal Village Improvements: Renovations of interior finishes and exterior corridors at Combs and Morris Halls is underway and will be complete by August 15. Minor repairs, annual maintenance and summer turn cleaning will also be complete by August 15.

Library Lobby Renovation/Starbucks: The lobby renovation has begun, work is progressing as scheduled and is expected to be complete in late October, 2017. The University will provide infrastructure and Chartwells/Compass Group will construct the Starbucks coffee shop in the northern third of the lobby. The University work includes a new storefront for the new entrance to the library, modernization of lobby finishes, infrastructure upgrades and modifications to the two east stairwells to make them compliant with current life safety codes. Lamar is waiting for Chartwells/Compass Group to identify their contractor and mobilize them on-site to begin the coffee shop build-out.

Chemical Engineering (ChE) Unit Operations Lab: Demolition and new infrastructure has begun. Construction is scheduled for completion in late October. The scope entails demolition and complete renovation of approximately 3,500 SF of lab space in the Lucas Engineering building. The lab will be used by the Chemical Engineering department to teach multiple industry processes. The renovation will include upgrades to the HVAC system, installation of fire suppression, new plumbing, electrical and telecommunications systems, and accessibility modifications.

Classroom, Office and General Building Upgrades 2017: New light fixtures and replacement lamps have been ordered and installation is scheduled to begin mid-August. Of the areas affected, approximately 70% of the scope entails replacement of fluorescent lamps with high efficiency LED lamps in existing fixtures, while the remaining 30% will be a complete replacement of older inefficient fluorescent or incandescent fixtures with LED fixtures. The areas affected in each building include classrooms, labs, conference rooms, restrooms, and other common areas. Due to funding limitations, at this time the scope does not entail lighting upgrades in offices. Work is expected to be complete in December, 2017.

INFORMATION TECHNOLOGY:

Completed projects include the deployment of technological components of the Science DMZ to support the high speed transfer of research data sets.

New projects include a refresh of classroom and class lab computers; the upgrade of technology in primary campus event spaces; and a recruiting process review with technology integration utilizing the CRM.

Current projects include EAB's student success collaborative; endpoint encryption; Qualtrics survey implementation (system-level collaborative project); digital signage; Banner 9 self-service modules; Banner 9 go-live for LIT and LSCO; data loss prevention; development of encryption standards; continued security camera and access control system deployment; IT risk assessment; and security and system management policy development.

Upcoming projects include: eSignature deployment (system-level collaborative project) and a customer portal for IT Service Management.



SAM HOUSTON STATE UNIVERSITY

President's Briefing for the TSUS Board of Regents August 2017

RECRUITMENT AND RETENTION

Having advanced to the first Super Regional in program history, the SHSU Baseball Team's magical run in the NCAA Tournament came to an end at the Tallahassee Super Regional. The 2017 season saw the Bearkats tie the program's Division I record with 44 wins and become the first team in Southland Conference history to win an NCAA Regional.

The SHSU Rodeo Team competed in the College National Finals Rodeo in Casper, Wyoming, and brought home National Champion Women's and National Reserve Champion Men's Team Titles, Champion Bareback, Champion Breakaway, Rookie of the Year Barrel Racer, Rookie of the Year Bareback Rider, and Champion Women's All Around.

The College of Education is developing a program, Grow Your Own, which will help prepare future educators during their junior and senior years of high school. The program will connect those students to the college sooner and give them professional development, enrollment into summer camps and opportunities for job security in their own districts. The college is currently collaborating with Huntsville and Houston ISDs for a summer 2018 rollout.

Wharton Research Data Services, SSRN and Elsevier presented the College of Business Administration with the first WRDS– SSRN Innovation Award™. The award recognizes innovation, research and commitment to building an excellent business program.

INSTITUTIONAL DEVELOPMENT

The university's comprehensive (capital) campaign is nearing the \$100 million mark toward its \$125 million goal. While a number of donors have committed six and seven figure gifts for the athletic component, a contribution in the range of \$7-\$12 million is essential to move forward with major priorities, which include the football stadium.

Through mid-June of the 2017 fiscal year, Sam Houston State received \$13.2 million from 9,250 donors. Last year at the same time, 9,650 donors had given \$11.3 million. Development installed an automated software system to increase the number of dials and contacts made by phone center callers to increase donor participation through the SHSU Annual Fund's Phonathon.

Alumni Association's membership is 12,600, including more than 2,935 Life Members. The alumni and the admission offices held "Senior Send-Off" events in The Woodlands, Fort Worth, Dallas, and Austin in the spring for accepted students and their parents. The programs will expand by at least one city next year. The Senior Class Ring program has become too large for one event. Two are planned for 2017-18, – one in November and the other in April. Through



SAM HOUSTON STATE UNIVERSITY

May 2017, the Alumni Association has held more than 300 meetings and events involving 22,000 alumni and friends

The university has received more than 31,000 media placements through May 2017. The Marketing & Communications Department has completed 4,900 projects.

With the addition of the May 2017 graduates, the alumni-development database will have more than 139,000 valid addresses for alumni and friends. In support of the campaign, the Advancement Services department has researched 8,400 potential major gift prospects.

Over 43,000 people have visited the Sam Houston Memorial Museum. The museum's Walker Education Center has held 285 events with 18,500 attendees. Nearly 90 schools and over 7,100 children have toured of the museum.

CAPITAL IMPROVEMENTS

SHSU celebrated the Lowman Student Center expansion groundbreaking on June 28; the project is currently 3% complete. The first phase includes a new, two-level building with a 900-person capacity ballroom, numerous meeting rooms, a bowling alley, and a skywalk connecting the parking garage to the new structure.

The Biology Laboratory Building is approximately 49% complete.

The Thomason Building Re-Purpose is approximately 33% complete.

INFORMATION TECHNOLOGY

Renovations and installs necessary to activate a secondary on-site IT Data center for SHSU are on schedule. Anticipated move-in early fall 2017.

IT in collaboration with Student Affairs have developed a sustainable plan and initiated install of Wi-Fi access in all residence hall rooms. Services will be available for the start of the fall semester.

During the summer SHSU began deployment of the Windows 10 operating system to campus computers. Faculty and staff upgrades have been completed. Academic spaces will be completed in the first week of July during semester transition.

CAMPUS SPECIFIC ITEMS

Mike Sproat, curator of collections at the Sam Houston Memorial Museum, was recently named president of the Texas Association of Museums (TAM). An active member, Sproat has served on the communications and membership committees and as chair of the programs committee.



SAM HOUSTON STATE UNIVERSITY

After his two-year term as president of TAM, he will serve two years on the TAM executive committee.

Dominic Pecikonis, a student in the musical theatre program, recently won a National Kennedy Center American College Theatre Musical Festival Award. Along with a \$600 scholarship for being selected as the regional representative, Pecikonis's national award earned him a full tuition scholarship to the Open Jar Summer Institute. The institute gives students the opportunity to connect with the Broadway community; students spend one week working one-on-one with Broadway directors, casting directors, choreographers, actors, and agents.

Lindsay Glicksberg, a Ph.D. student in the Department of Forensic received the 2017 Emerging Forensic Scientist Award by the Forensic Science Foundation for her research on the stability of "bath salts" in biological evidence. She studied the stability of 22 synthetic cathinones, a dangerous class of designer drugs that emerged in the U.S. in 2009. The study was funded by the National Institute of Justice.

Kristy Vienne, assistant vice president for student affairs, has been named the recipient of the 2017 Distinguished Service Award by the National Association of Campus Card Users. She was presented the award at the annual NACCU Conference in Orlando, Florida.

For the third consecutive year, the Arbor Day Foundation has recognized SHSU as a Tree Campus USA for its commitment to sound urban management. SHSU achieved the Tree Campus USA title by meeting the program's five core standards: creating a tree advisory committee, writing a campus tree-care plan, dedicating annual expenditures for the campus tree care program, observing Arbor Day, and having a student service-learning project to engage the student body.



SUL ROSS STATE UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™



**President's Briefing for the Board of Regents
August 2017**

Institutional Effectiveness

The Office of Institutional Effectiveness is focusing on preparations for our upcoming SACSCOC accreditation. SRSU hosted Dr. John Hardt, SACSCOC Vice President, on June 6, 2017. He met with all of the committees that are preparing for our SACSCOC Accreditation Compliance Report that is due on September 10, 2017. He indicated that SRSU was making good progress, and he provided tips for both the compliance report and our developing Quality Enhancement Plan.

The SACSCOC Board of Directors reviewed our Second Monitoring Report at their June meeting, and they declared that SRSU is now in full compliance for financial aid (FR 4.7).

The annual Peer Review of the 2016-2017 Academic Assessment Reports for SACSCOC accreditation was held on June 14, 2017. Twenty faculty and administrators participated in the review to provide feedback to program coordinators and also identify model reports. This year, Dr. Chris Ritzi, Dr. Chris Herrera, Dr. Sally Roche, Dr. Liz Measures, Dr. William Green, and Dr. Pat Seawell were recognized for their outstanding Academic Assessment Reports. All of the 2016-2017 reports will be included in the Accreditation Compliance Report.

Planning also is underway for implementing our new SRSU Mission statement and strategic plan proposal. Dr. Eric Funasaki, Assistant Professor of Mathematics, was selected to serve as the Strategic Plan Coordinator for implementation. During the summer, he has been meeting with stakeholders to determine the best measures for the five goals of the strategic plan.

Retention and Recruitment

Enrollment Management kicked off summer 2017 with our biggest SOAR (Sully's Orientation Registration, and Advising) Day with over 80 new freshmen and transfer students. Increased attendance at our first two SOAR events, along with the advising and outreach efforts by the Lobo Den, faculty, staff resulted in a 6% increase as compared to the same time in fall 2016 for new freshmen registered semester credit hours. Both enrollment management and the Lobo Den implemented outreach strategies to include phone calls, text messaging, and emails in an effort to combat summer melt.

Admissions and recruiting continues to focus efforts on converting applicants to admitted students and increasing enrollment yield rather than increase overall applicant pool as we have done the two previous fall semesters. Not attending any college or university remains our biggest competitor for our freshmen applicants. However, the number of incomplete freshmen applications for fall 2017 has decreased by 24% over last year. Sul Ross's goal is to increase conversion and yield by 5% and gain momentum within the current applicant pool. Currently, our matriculation rate slightly outpaces the national average (29%). Both graduates and transfers remain approximately the same, but it should be remembered that these groups are traditionally later applicants.

Retention strategies such as the implementation of mandatory advisement for all students and an intake/split academic advisement model prove to be effective in retaining our continuing freshmen

classification of students in that the number of students registered as compared to this time last year has more than tripled. This year marks the third time we have used the summer II semester to bridge those first time freshmen who did not meet regular admissions requirements. The program continues to gain momentum resulting in an 11% increase in generated first time in college semester credit hours.

Enrollment Management, specifically admissions and recruiting, started the implementation process of the Ellucian CRM product, Recruit. October 1, 2017 has been set as the go live date so that Recruit will be in place as the office begins work on the fall 2018 class.

University Advancement

The University received gifts from individuals and foundations totaling \$819,152.88 over this quarter, and continues to focus on strengthening alumni and major donor giving, as well as increased support from corporate and private foundations. The feasibility study results were reviewed and it was determined that we will delay the initiation of a capital campaign.

Rio Grande College

Dr. Paul Sorrels, Vice President of the Rio Grande College, retired on June 15. Dr. Jim Case, Sul Ross State University's Executive Vice President and Provost has assumed the responsibilities of the RGC Vice President.

Rio Grande College's Bachelor of Science in Nursing received the maximum first time national accreditation, five years, from the Commission on Collegiate Nursing Education. RGC's RN to BSN degree assures students the affordability of a state system school and also benefits an underserved area and population. The program began in the fall of 2014 and graduated its first students in fall of 2016.

Dr. Sarah Roche, professor of English and Chair of Humanities Department at Rio Grande College, received the President's Distinguished Faculty Achievement Award and was honored during the May Commencement ceremony.

Ismael Naveja Macias, the Mexican consul in Eagle Pass, presented five RGC students with scholarships from the Institute for Mexicans Abroad (IME) of the Ministry of Foreign Affairs during a ceremony held at the Rio Grande College site. These are the first such awards from the Mexican government from this consulate. Also in Eagle Pass, the Chamber of Commerce gave two RGC scholarships to local students transferring from Southwest Texas Junior College.

RGC will launch "Earth from Space" in September, a display from the Smithsonian Institution that features full-color satellite photos of our planet. Using unique views of Earth, the exhibit details the variety of applications of the photos, from mapping city streets to tracking long-term climate changes. The presentation will be open to the public and displayed for one month each at the Uvalde, Del Rio, and Eagle Pass sites.

Capital Improvements

Work on Phase One of the Campus Access Project continues. Site issues identified are pending resolution scheduled for August. Pride General Contractors from El Paso is scheduled to be on site to begin demolition, repairs and further testing. Campus Access Phase Two is at pre-construction documents and is temporary on hold to allow resolution of Phase One Issues.

This project has been reassigned to Vandergriff Group of Midland. Vandergriff has made an initial conceptual presentation and is working on revisions and updates as a result of campus feedback.

The Texas Native Seeds Research Center was sent out for construction proposals via the RFP process in April. The only response was outside the project budget. The Contract Documents were revised to include all previously identified Addendum items and the project was resubmitted following the RFP process in late June. Proposals were received on July 14th with Alpha Building of El Paso, Texas as the best proposal. Value engineering efforts have identified a list of cost savings measures that could be exercised to get within the project budget. These cost savings measures are being reviewed by the users.

The construction of the Outdoor Classroom at the Agricultural and Natural Resource Science Center is complete and in use.

Vandergriff Group Architects have received the project survey information for the proposed renovations of the Kokernot Lodge and Amphitheater. Following their most recent presentation, site investigations identified the original grades and layout of the amphitheater. Excavation will be required to establish the previous elevation of the first rows and orchestra pit. Drawings for the current design of the Lodge and Amphitheater have been sent to their cost estimators for pricing. During a non-profit event on campus, the Permian Basin Area Foundation expressed interest in a project in the Kokernot Lodge/Kokernot Field area. Property ownership for the entire area has been identified as requested.

Work on remediation of the damages resulting from the major hail storm suffered in summer 2014 continues. All damage to windows, etc. has been addressed including roofs at the University Center, the ANRS building and the Industrial Technology Building. The remaining projects will be scheduled with funding received from insurance proceeds as the source of funds.

Information Technology

Sul Ross has awarded to Big Bend Telephone Company, LLC, the contract for a new telephone system. The new system replaces an aging telephone system that no longer has support. We anticipate the new system to be running by mid-summer.

DegreeWorks for the Rio Grande College is being implemented this spring. This system provides students, advisors and faculty better tools for degree audit, compliance and planning.

We have started plans for a redesign for our public website, www.sulross.edu. This new site will be focused on our primary audience of prospective students and features a Responsive Design capability, meaning that it work on any device including mobile phones and tablets. We anticipate some of the features and pages to be in place before the start of the fall semester.

Institutional Development

SRSU-Alpine was awarded an **Upward Bound Program** grant through the Department of Education. This five-year grant will serve 70 students from 3 high schools: Culberson County-Allamore (Van Horn), Sierra Blanca and Terlingua and prepare these students for successful attainment of a college degree. Total award: \$1,509,760 (appx. \$301,952 per year for 5 years).

The Center for Big Bend Studies continues to seek funding from a variety of sources for the Trans-Pecos Archaeological Program (TAP) and for research of the historic period in the region. A draft of the Center's 1,000+ page report for the long-term archaeological survey of Big Bend

National Park is nearing completion through recent progress on the final chapter.

The CBBS remains actively engaged in archaeological research on several private ranches, with concentrations on Pinto Canyon Ranch (PCR) and the 02 Ranch. On PCR, excavations at Gateway Terrace and Cerro Hueco have uncovered intact buried thermal features dating to the Middle Archaic period (ca. 2500–1000 B.C.); analyses of our findings thus far at these sites continues. Excavations at several other sites are underway on PCR: Second Gate (Late Archaic [1000 B.C.–A.D. 700] thermal features and deposits) and Briscoe Midden (terminal Late Archaic and early Late Prehistoric period [A.D. 700–1535]). In addition, initial excavations are underway at Spirit Eye, a large cave with two entrances, several tunnels leading to other rooms, and an upper tunnel/room. Despite extensive looting in the past, several areas have intact deposits containing a wide range of perishable artifacts (e.g., sandals, nets, cordage, wooden artifacts, etc.). Our initial efforts are focused on mapping the cave, constructing a history of the past looting (including finding the disposition of artifacts and two mummies removed from the cave), and beginning excavations in a large back dirt pile of the looters in one of the entrances. Our work at this site should provide a wide array of information not attainable at most open sites in the region. Ultimately, we hope to recover the two mummies, conduct appropriate analyses (e.g., radiocarbon and DNA), then rebury these remains within the cave.

On the 02 Ranch a block excavation at the 11,000-year-old Genevieve Lykes Duncan (GLD) site has moved closer to completion; excavation of a mostly intact 10,600-year-old oven is nearing completion and deep testing is well underway. Importantly, a draft article on testing at the site is undergoing final editing and should appear in the next *Journal of Big Bend Studies*. Other efforts on the 02 Ranch include backhoe trenching at two sites, Rendezvous and Prospector. Early Paleoindian artifacts have been found at both sites and our goal was to uncover deposits associated with those artifacts. While we did not find Early Paleoindian deposits, an Early Archaic rock-less hearth was discovered at Rendezvous and an old paleosol (stable ground surface) at Prospector (ca. 25,000 years old). Also, a previously undiscovered rock art site (pictographs) was found on the ranch (the Cottonwood Pictograph site) recently and documented. The imagery at this site is somewhat unique for the region.

The CBBS continues to work on a searchable rock art database for the region. A number of CBBS publications are undergoing final writing/editing: 1) the *Journal of Big Bend Studies*, Volume 28; 2) the seventh publication in the TAP series, “Middle Archaic People of Eastern Trans-Pecos Texas: Their Life and Times”; 3) a book to be published by Texas A&M Press entitled “In the Shadow of the Chinatis: A History of Pinto Canyon in the Big Bend of Texas” (possibly to be published later this year); 4) a manuscript on the Mexican Revolution slated for publication as part of our Occasional Papers series; and 5) an index for the *Journal of Big Bend Studies*, Volumes 20–28.

The CBBS has been engaged with several federal agencies in Mexico to collaborate on archaeological and historical projects along the Rio Grande/Río Bravo. On July 18, a memorandum of understanding (MOU) was signed by the head of Mexico’s *Instituto Nacional de Antropología e Historia* (INAH) and Dr. Kibler that will allow collaborations on a number of projects; significantly, this would be the only such agreement that INAH has with any U.S. entity. In addition, efforts are underway by Mexican and Spanish archivists to find and translate Spanish documents concerning the Spanish period (ca. A.D. 1683–1760) at La Junta (area around the confluence of the Rio Grande and Rio Conchos of Mexico). These searches are underway in two archives in Mexico—the *Archivo General de la Nación* (AGN) and the *Centro de Estudios de Historia de México*—and several repositories in Spain. A second phase of work on this project (to be completed under the umbrella of the MOU) will involve excavations of Spanish mission sites;

those in Chihuahua by INAH archaeologists and those in Texas by CBBS archaeologists. These collaborations promise to take the efforts of the Center to an international audience.

Recent CBBS grants and donations received (Total=\$13,895):

\$3,895 received from individuals as donations

\$10,000 received from Foundations as donations

Rio Grande Research Center personnel are involved in the ongoing study of the impact of the removal of invasive species (primarily giant river cane) in Boquillas canyon in Big Bend National Park. Our contributions include topographic surveys of sand and gravel bars in the canyon to monitor sediment mobility that should result from the removal of the cane.

RGRC is also continuing a sediment characterization study, "Quantifying Channel Morphologic Change along the Rio Grande in Boquillas Canyon within Big Bend National Park," through continued support from the World Wildlife Fund.

Borderlands Research Institute within the College of Agricultural and Natural Resource Sciences – mission: to help conserve the natural resources of the Chihuahuan Desert Borderlands through research, education, and outreach. To meet that mission the BRI plans and conducts research investigations on various aspects of the natural world and provides the results to the land managers so that they may more effectively manage the resources with which they are entrusted. Here are highlights for April through June 2017:

Grants/Gifts:

--BRI received \$30,000 from John Poindexter for the Capital Campaign: The Last Frontier

--BRI received \$275,000 from Concho Resources for the Capital Campaign: The Last Frontier

--BRI received \$100,000 from Texas A&M University-Kingsville Foundation (via Caesar Kleberg Foundation for Wildlife Conservation) for the Capital Campaign: The Last Frontier

--BRI received \$25,000 from Permian Basin Area Foundation for the Capital Campaign: The Last Frontier

--BRI was notified of a grant for \$60,000 from San Antonio Livestock Exposition for graduate student scholarships

Events/Activities:

--BRI students, staff, and faculty (40 individuals) attended the Texas Chapter of the Wildlife Society and 20 students presented posters and gave oral presentations

--BRI recently added 3 new Advisory Board members: Toby Darden, Will Harte, and Dana Nunley

Faculty/Staff/Student Accomplishments:

--BRI Graduate Student, Carlos Gonzalez-Gonzalez received 1st Place in the Cottam Awards for his presentation on desert bighorn sheep

--BRI Graduate Student, Grant Lawrence received 2nd Place in the Cottam Awards for his presentation on feral hogs

--BRI Research Associate, Thomas Janke graduated from the Teer Leadership Institute

--BRI Director, Dr. Louis Harveson was awarded the Presidential Distinguished Faculty Achievement Award by SRSU

--BRI Graduate Student, Carlos Gonzalez-Gonzalez was awarded the Hansen-Welles Scholarship from Desert Bighorn Council for \$8,500 for his research project

--BRI Graduate Student, Kaitlyn Williams was awarded the West Texas Chapter of Safari Club International Endowed Scholarship from BRI for \$2,000

--BRI faculty (Drs. Ryan Luna and Louis Harveson) and former graduate students recently

published Gambel's Quail: Their Ecology and Management, a technical bulleting for landowners and wildlife enthusiasts

Proposals in progress:

Dr. Jeanne Qvarnstrom submitted a Raise Your Hand Texas Foundation Grant proposal, Raising Texas Teachers: The Charles Butt Scholarship for Aspiring Teachers (\$92,000 per year for 4 years). This grant will support scholarships for students interested in becoming teachers.

Dr. Christopher Estep submitted a USDA Higher Education Challenge (HEC) Grant proposal for SRSU as a subrecipient in cooperation with Texas A&M University, entitled "Working to Organize Resources to enhance Knowledge: Developing Colleges of Agricultural Students' Workforce Competencies" Total Amount: \$185,431

Campus Specific Items

Sul Ross GIS students collaborated in pilot project with city of Alpine. This fall, Sul Ross State University students will gain hands-on experience in a partnership with the City of Alpine. Dr. Kevin Urbanczyk's GIS (Geographic Information Systems) students will assist the City of Alpine with automation of water meters in a selected area as a pilot project. In addition, students will use technology, including drones, for three-dimensional mapping of the campus area. The project seeks to produce a high-quality resolution model for campus planning and displays.

Sul Ross biology program establishes internship with San Antonio Botanical Gardens. Morgan Seiler, Sul Ross State University Biology major from Goliad, piloted an internship at the San Antonio Botanical Gardens during the summer I session. Seiler will focus on plant morphology. Since February 2016, more than 30 internships, mostly paid positions, have been coordinated through the Experiential Learning program, funded through a Title V grant.

McKay Journals donated to archives. Journals and coursework notebooks from one of Sul Ross State University's first students were donated to the Archives of the Big Bend Thursday. The John Welborn McKay Collection was presented by Sul Ross Distinguished Alumnus, E. Julius Dasch, his wife Pat, and Dr. George Bradley, retired Sul Ross Professor of Communication and Theatre. The collection includes six volumes of the McKay Chronicles (1-5, 7), containing 788 handwritten pages, as well as four coursework notebooks. McKay was a student at Sul Ross Normal College from September 1920 -- the first year of classes at what is now Sul Ross State University -- through May 1923, when he graduated.

Cody Richardson, Samantha Banegas named 2017 Sul Ross Man, Woman of the Year. Cody Richardson, Adrian, and Samantha Banegas, Alpine, were named the 2017 Sul Ross State University Man and Woman of the Year at the annual Honors Convocation. Richardson, is a Business Administration major, Honors Program graduate and president of the Sul Ross Ranch Horse Club. Banegas is a member of Sigma Tau Delta (International English Honor Society), has been named to the Dean's List, is a marathoner, and in addition to being a full-time student, is a full-time Sul Ross employee, wife and mother.

Four SRSU students participated in NASA minority university research and education project. Four SRSU students in the Teacher Education Program and their faculty sponsor, Dr. Francine Richter, were selected to participate in the NASA Minority University Research and Education Project, and they spent five days (June 12 - June 16, 2017) at the Johnson Space Center in Houston. The students, Emily Luna, Erika Aguilar, Guadalupe Roman, and Zuri Izorowski, participated in student-centered classroom activities that utilized NASA assets and

resources to develop their skills for incorporating STEM instruction for their future students.

McNair Scholars Program.

- McNair Scholar Stephanie Elmore presented her research, *Determining the depositional setting of a limestone unit in Big Bend Ranch State Park, Texas*, at the Christmas Mountain Symposium, July 27-19, 2017.
- 10 McNair Scholars will present their summer research at the 23rd Annual University at Buffalo Undergraduate Research Conference in Buffalo, New York;
- McNair Scholar, Yelixza Avila (biology and chemistry double major), was accepted to the NSF-REU in Chemistry at the University of North Texas in Denton, and she is participating in this program for 10 weeks during Summer 2017. She is working on research regarding the non toxic gold nanoparticles for cancer therapy under the direction of Dr. Mohammad A. Omary, University Distinguished Research Professor in the Department of Chemistry at UNT.

Publications.

- Dr. Ian Peddie, Assistant Professor of English, has published "Music, Religion, Protest." in *The Bloomsbury Handbook of Religion and Popular Music* (Christopher Partridge and Marcus Moberg, editors).
- Dr. Filemon Zamora, Assistant Professor of Spanish, has published "La herencia de la Revolución en el campo triunfante del capitalismo en *El cielo llora por mí* de Sergio Ramírez." in Frontera Sur: Ensayos sobre literatura y cultura. Una vision desde el otro extremo (Edgar Cota Torres, ed).



TEXAS STATE UNIVERSITY
President's Briefing
for the Board of Regents
August 17-18, 2017

PLANNING

The 2017-2023 Texas State University mission statement and accompanying shared values and goals were approved by the Board of Regents and transmitted to the Texas Higher Education Coordinating Board. Additionally, reports from three interdisciplinary *read-across* committees (innovation, Honors College experience, and graduate education) suggested opportunities for collaboration, needs for resources and infrastructure, and areas for potential support and guidance. College and division plans were modified to incorporate suggestions from these *read-across* findings. The final 2017-2023 University Plan, including division and college plans, will be posted on the 2017-2023 University Plan website.

Annual progress reports for the 2012-2017 University Plan continue to be compiled and posted on the 2012-2017 University Plan website.

A planning meeting relative to the upcoming 2020 SACSCOC Reaffirmation was held during the President's Cabinet Retreat in May 2017. Initial plans, timelines, and responsibilities were discussed.

RETENTION AND RECRUITMENT

The final count for freshman applications for spring 2017 totaled 816 -- an increase of 104 applications (+14.6 percent) over 2016. Freshman acceptances for the spring increased to 226 -- an increase of 53 (+30.6 percent). New freshmen enrolling in spring 2017 increased to 116, an increase of 35 (+43.2 percent). Spring 2017 transfer applications totaled 2,886 -- a decrease of 148 (-4.9 percent) over the prior year. Transfer acceptances are down 22 (-1.2 percent). New transfers enrolling in spring 2017 decreased to 1,220, a decrease of 88 (-6.7 percent).

Spring applications for master's students totaled 1,353 -- an increase of 180 applications (+15.3 percent) over 2016. The number of accepted master's students reached 734, which represents an increase of 59 (+8.7 percent). The number of spring doctoral applications equaled 20 -- a decrease of seven applications (-25.9 percent) over last year. Doctoral acceptances for the spring totaled 10 -- a decrease of three (-23.1 percent) in comparison to 2016. New graduate students enrolled in spring increased to 488, an increase of 48 (+10.9 percent).

The outlook continues to be bright for this fall's enrollment. As of July 3, 2017, we have received 32,156 freshman applications, an increase of 4.7 percent (+1,447 applications) over the prior year. Freshman acceptances now total 17,685, which is 12.3 percent (+1,936 acceptances) ahead of last year. A total of 6,566 transfer applications have been received thus far, which represents a decrease of 139 students (-2.1 percent). Transfer acceptances decreased by 16 acceptances over last year (-0.4 percent).

As of July 3, 2017, we have received 3,731 applications from master's students for the fall semester, an increase of 29 (+0.8 percent). The number of accepted master's students totals 1,749 to date, an increase of 77 (+4.6 percent) over 2016. We have received 250 doctoral student applications so far, which represents an increase of 44 (+21.4 percent). The number of accepted doctoral students is currently 102, which is a decrease of five (-4.7 percent) in comparison to 2016. The Doctor of Physical Therapy program admits students only in the summer semester. In June 2017, 619 students applied, which is an increase of 136 (+28.2 percent) and 65 students were admitted which is an increase of six (+10.2 percent) over last year.

CAPITAL IMPROVEMENTS

University Master Plan

SmithGroupJJR Architects has been working with Texas State University since January 2016 to develop the 2017-2027 University Master Plan. Meetings were held with the Texas State University Master Plan Committee, a committee that included Local Regental Committee Chair Donna Williams, University representatives, City of San Marcos representatives, and The Texas State University System staff. Meetings were also held with the City Manager of the City of San Marcos and his staff. Meetings focused on the adequacy of existing academic, research, athletic, recreational, student health, dining, and student residence facilities, and the impact of future programs in their related strategic plans.

Preliminary recommendations, shared with the University in May 2016, were based on current space deficits and projected enrollment increases. These recommendations included the following: adding 2.1 million gross square feet (GSF) of academic and support space; 2,400 residence hall beds; 25,000 square feet of dining space; several outdoor recreation fields; 2,000 parking spaces; and an expanded Student Health Center. In August 2016, after making adjustments based on feedback received during the May 2016 meetings, the consultants reviewed the final drivers for the plan: 1.5 percent projected undergraduate growth annually; 3.0 percent projected graduate growth annually; achieving 68 assignable square feet per full-time equivalent student by 2027; achieving \$52 million total restricted research expenditures by 2027; and adding approximately 2,400 student beds on campus by 2027. This equated to approximately 2.2 million GSF of new space. SmithGroupJJR then presented two scenarios to the university and to the Texas State University Master Plan Committee.

The consultants returned to San Marcos in early October 2016 to present the Preliminary Master Plan to the University Community. They returned again in mid-October 2016 to present the Preliminary Master Plan to the Texas State University Master Plan Committee. On December 14, 2016, discussions were held with the consultants regarding the Science, Technology, and Advanced Research Park (STAR) Master Plan, including placement of the Infrastructure Research Lab and proposed Multi-Tenant Research and Development Building. The proposed final Master Plan and the recommended STAR Park Master Plan were shared with the university community on February 28, 2017, and on March 1, 2017. Members from the City of San Marcos City Council and staff reporting to the City of San Marcos City Manager were also invited. Feedback from attendees was positive.

Doug Kozma from SmithGroupJJR made a presentation to The Texas State University System Planning and Construction Committee on May 9, 2017. Members of the Committee were provided a draft copy of the Master Plan report in advance. The report includes a look at “The Campus Today”; a review of findings; and an implementation plan that will identify potential new and renovation capital projects, recommended sizes, locations, and basic cost estimates. The implementation plan addresses three phases: Short-Term Priorities for 2017-2022, Mid-Term Priorities for 2023-2027, and Long-Term Priorities Beyond 2027 for the San Marcos Campus, the Round Rock Campus, and STAR Park. The final Texas State University Master Plan report is being presented to the Board of Regents at the August 2017 meeting for approval.

Status of Construction and Renovation Projects:

This status report is organized by the phase that each project is at in the development cycle. The stages include:

Planning and Programming Phase -- The process of identifying space needs and general magnitude of project cost;
Design Phase -- The process of developing detailed blueprints and cost estimates;
Construction Phase -- The entire process of building the project; and
Project Completion -- The construction is complete, the bills are all paid, the building has been turned over for our use, and The Texas State University System Planning and Construction office has officially approved project close out.

However, when multiple projects are underway in one building all projects will be presented together for ease of understanding, regardless of their stage in the development process.

Projects in the Planning and Programming Phase:

The Albert B. Alkek Library has multiple projects underway:

In the Planning and Programming Phase, the **Albert B. Alkek Library Learning Commons** has a total project cost (TPC) of approximately \$8.3 million for Phase One and is on the current Capital Improvements Program (CIP) at \$12,612,894. The repurposing of space for creation of a Learning Commons on the second floor, and portions of the first, third, and fourth floors of the Library, is under review. Facilities Programming and Consulting completed an updated Architectural Space Program in March 2017 which included a cost estimate. The program was forwarded to The Texas State University System office with a letter of approval from President Trauth. Texas State is in the process of selecting an architect and contractor.

Also in the Planning and Programming Phase, Texas State University is working with Facilities Programming and Consulting in converting the **Albert B. Alkek Library 7th Floor Wittliff Collections Expansion** Project Feasibility Study into a final Architectural Space Program. The program was completed in April 2017 and is ready for my approval. The TPC is anticipated to be \$7.4 million. The next milestone is to select an architect once funding is in place.

In the Construction Phase, the **Albert B. Alkek Library Renovations** project includes the phased repairs and upgrades of electrical, information technology systems, and limited mechanical infrastructure components. Additional work is underway to remove and replace the lower level roofs which will extend the contract to June 2017. Substantial Completion is pending formalized submittal for signature.

Elliott Hall Repurposing. Elliott Hall, which opened in 1963, is located next to McCoy Hall and has three freestanding buildings: two for student housing rooms and one for community/administrative functions. Elliot Hall A and B are three-story buildings with 15,510 GSF and 14,603 GSF respectively. Elliot Hall Administration is a two-story building with 7,180 GSF. Texas State wants to repurpose the buildings to achieve classroom and office space. Programming is being done by VisSpiro and will determine the amount of space for each category of use. The 37,293 GSF building repurposing project has an estimated TPC of \$6.5 million.

Facilities Programming and Consulting is preparing the Architectural Space Program for the **Health Professions Building (Encino Hall) Space Reconfigurations** project which was added to the CIP in May 2015. The scope of this project focuses on the repurposing and remodeling of the vacated spaces in the existing building. User interviews have been completed and the program is being finalized for approval. Selection of the architect and contractor is targeted for July 2017. Construction will commence in summer 2018 when departments relocate to the Round Rock Campus, with an anticipated completion in summer 2019. The anticipated TPC is \$5.4 million.

The **New Residence Hall Complex** project, which includes the demolition of Hornsby and Burluson Halls and construction of a new complex with approximately 1,025 beds on the Hilltop area of the San Marcos Campus is ready for revised programming. Facilities Programming and Consulting completed the initial program in November 2015, but needs to revise the program to fit the new footprint. This project is on the current CIP and the TPC is estimated to be approximately \$150 million.

Urgent repairs in an estimated amount of \$6 million are needed as part of the **Hines Academic Center Structural Improvements** project. The project will include rebuilding the exterior façade of one side of the building and making associated structural repairs. The scope of work has been established and the Request for Qualifications (RFQ) for engineering services has been issued. The project is on the current CIP.

The **Ingram School of Engineering Structures Testing Laboratory** is on the CIP. The name has been changed to **Infrastructure Research Laboratory**. This project is targeted to be operational in time for the new Civil Engineering degree program which will begin in fall 2019. The laboratory design will allow the testing of full-size highway bridge girders and may include both strong wall and strong floor areas. The Architectural Space Program is being completed by Facilities Programming and Consulting. The TPC is targeted at \$12 million.

Jowers Center Renovation. The Department of Athletics will relocate its offices and other functions from Jowers Center to the newly expanded University Events Center in 2018. The vacated space in Jowers Center is much needed for the degree programs in the Department of Health and Human Performance and for the Dance program in the Department of Theatre and Dance. Renovated space will be used for faculty offices, classrooms, and laboratory/research space. The 13,561 GSF Jowers Center renovation project has a TPC set at \$3.5 million.

Facilities Programming and Consulting is preparing the Architectural Space Program for the **Roy F. Mitte Building Space Reconfigurations** project which is on the current CIP. This project will focus on the repurposing of vacated spaces after selected departments/schools relocate to Ingram Hall in 2018. User interviews began in April 2017. The anticipated TPC is \$5.4 million. Design will begin summer 2017 and construction will commence in summer 2018 with an anticipated completion in summer 2019.

Texas State Facilities Procurement issued an RFQ for design on the **Spring Lake Dam - Phase 1 Stabilization** project in July 2016. Dr. Thom Hardy, Chief Science Officer of The Meadows Center for Water and the Environment and Professor in the Department of Biology at Texas State, prepared the biological assessment. Dr. Todd Ahlman, Director of the Center for Archaeological Studies in the Department of Anthropology, prepared the archeological assessment. A report was issued to the Texas Historical Commission for concurrence. All preparatory work has been completed and the project is ready for issuance of a memorandum of agreement with all regulatory agencies. Dialogue with the Federal Emergency Management Agency (FEMA) continues as the university requests

partial federal reimbursement for the project. An additional six-month extension was submitted and Texas State is waiting for approval. Texas State is on track for emergency funding from FEMA for stabilization funds. Freese and Nichols Engineering is under contract for services and an initial meeting was held in January 2017. Construction activities began in April 2017.

Projects in the Design Phase:

The Feasibility Study for the development of the new multi-use **Campus Recreation Sports Fields** resolved basic inquiries regarding options for developing natural grass recreation playfields on a site previously used as the University's golf course. The Golf Pro-Shop wood structures were removed and a structural analysis was completed which determined that the historic stone shell of the building was stable for repurposing. That structure is now completed and in use. A contract was issued to Sink Combs Dethlefs Architects of Denver, Colorado, and design concepts are being reviewed in preparation of the construction documents.

Blanco Residence Hall Renovations. The TPC, for the phased project, is estimated to be \$47.3 million. The scope of renovations and improvements includes: upgrades of the building utilities infrastructure; minor modifications to the main entry area, living rooms, bedrooms, and restrooms; and repairing/enhancing the exterior. RFQ were received in February 2017. Interviews for the architect were held in March 2017, and Pfluger Architects of Austin was selected for the design phase. The Construction Manager at Risk (CMR) responses were received in March 2017, reviewed by the committee, and SpawGlass was selected as the contractor. The project will be undertaken over a period of several years.

The **LBJ Student Center** has multiple projects underway:

In the Design Phase, the **LBJ Student Center Expansion** Architectural Space Program was completed with the current TPC at \$47.6 million. This included the construction of an approximate 63,500 GSF addition that will expand the Student Center footprint into the existing amphitheater area. The renovations of about 35,500 existing GSF are also included in the program. Atkins and Moody Nolan were the selected architects and have begun design of the program with the stakeholders. The project will also include an expanded Welcome Center sharing space with the Alumni Center. The RFQ for the Contractor will be posted in July 2017.

In the Construction Phase, the scope of work on the **LBJ Student Center Renovation** project includes repairs and upgrades of the infrastructure components and incidental interior/exterior renovations and repairs. The TPC is \$20 million. Construction is underway and is approximately 30 percent complete. The anticipated completion date is May 2018.

Projects in the Construction Phase:

The **Archives and Research Center (ARC)**, located at the Science, Technology, and Advance Research (STAR) Park, has a TPC of \$15.4 million, which includes \$14.7 million for the construction of the building, and approximately \$700,000 for STAR Park site development and utilities' infrastructure improvements. The ARC will house and preserve valuable library collections, including items from The Wittliff Collections and the University Archives. The 14,000 square-foot, climate controlled facility includes high density shelving rising 30 feet, an Art and Artifacts Room, and a Reading Room for students, faculty, and researchers to use materials onsite. Daily delivery of materials from the ARC to the Albert B. Alkek Library will also be provided. The opening of the ARC will free up space for renovation of the Albert B. Alkek Library featuring technology rich learning commons spaces. The project is approximately 99 percent complete with furniture installation taking place. The project completion and occupancy is targeted for summer 2017. This project was previously referred to as the "Library Repository."

The **Engineering and Science Building (Bruce and Gloria Ingram Hall)** has a TPC of \$120 million at a total size of 166,851 GSF. Construction is approximately 25 percent complete and is on schedule. Occupancy is targeted for July 2018 to accommodate students by August 2018.

The **Health Professions Building #1 - Round Rock Campus (Willow Hall)** has a TPC of \$67.5 million at a total size of 107,708 GSF. Construction is approximately 28 percent complete and is on schedule. Occupancy is targeted for May 2018 to accommodate students by June 1, 2018.

The **Retama Hall Renovations** project has a TPC of \$9 million. Construction is underway with substantial completion anticipated by summer 2017. The project is approximately 89 percent complete. Occupancy is targeted for August 2017 to accommodate students on or before August 19, 2017.

The **University Events Center** TPC is \$62.5 million. The 81,282 GSF expansion includes space for commencement ceremonies and athletic programs. The project also includes a new chilled water plant, a new loading dock with access to the lower court level, a multi-purpose suite, locker rooms, and offices. Construction is underway and is approximately 15 percent complete with occupancy anticipated by fall 2018.

Projects Completed:

No projects to report.

INSTITUTIONAL DEVELOPMENT

Since the May 2017 report to the Board of Regents, the university has added nearly \$5 million in philanthropic gifts, including 30 major gifts of \$25,000 or more, bringing the fiscal year 2017 fundraising total to \$19.4 million as of July 1, 2017. During the past quarter, we have received four planned gifts valued at \$1.7 million as well as a grant of \$1 million from the Albert and Margaret Alkek Foundation in support of learning-commons-model renovations in the Albert B. Alkek Library. Contributions to endowments have also grown at a strong pace; with nearly \$7.8 million in new cash received to date, we have already exceeded total endowment giving in the prior two fiscal years.

Support for endowments continues to be a top fundraising priority as the university works to reach \$400 million as required for National Research University Funding (NRUF) eligibility. In support of that effort, the university has set a fundraising goal to raise \$25 million toward endowments by 2020. The university plans to announce the launch of this initiative at a donor event in September 2017.

This fall, we will also begin implementing the strategic plan approved in April 2017 by the Development Foundation Board of Trustees. That plan reflects the board's commitment to supporting the university vision to become a National Research University. As of July 1, 2017, a new Institutional Investment Fund (IIF) was created with 1.5 percent applied to all Development Foundation accounts and a one-time, five-percent assessment on new donations. These funds will be used to strengthen the fundraising and public relations capacity of the university through additional staff and other investments.

The Texas State University Alumni Association is also in the final stage of strategic planning for the next five years, and will be presenting a draft to the Alumni Association Board of Directors for approval at the August 2017 meeting. It includes fundraising and communications plans to support the creation of a new alumni center in the LBJ Student Center. Fundraising for that effort will begin during the university's day-of-giving initiative, *Step Up for State*, which is scheduled for September 20-21, 2017.

This summer, I visited Spain and Mexico, meeting with government and academic officials, U. S. Embassy representatives and leaders of major cultural institutions to reaffirm strategic partnerships and build relationships to establish new ones. The Mexico partnerships will expand Texas State's research capabilities in several areas such as water and the environment, food safety and nutrition, public safety, and cybersecurity. Additionally, the partnerships will help draw externally funded research dollars and attract top-notch faculty and students, bolstering the university's reputation for undergraduate and graduate education. As part of the trip to Mexico City, I hosted a reception with Texas State alumni in Mexico and presented a charter establishing the first international chapter of the Texas State University Alumni Association. During my trip to Spain, I signed an agreement for a faculty and student exchanges with the

Universidad de Castilla-La Mancha which will launch collaborations with several units at Texas State, including the McCoy College of Business Administration, the College of Fine Arts and Communication, and the College of Liberal Arts.

SPONSORED PROGRAM AWARDS - RESEARCH AND INSTRUCTIONAL

New sponsored programs awards obtained during the third quarter of fiscal year 2017 include both the Instructional Awards and the Research Awards categories. The Instructional Awards category consists of awards that cannot be classified as research according to definitions provided by the Texas Higher Education Coordinating Board. The Research Awards category impacts both Restricted Research and Total Research and Development expenditures for the University. Both of these research related metrics contribute to determining National Research University Funding eligibility and Core Research Support Funding allocated to Emerging Research Universities via the Texas Legislature and then the Texas Higher Education Coordinating Board.

Please find below the research and instructional awards over \$100,000 received since the last report.

Recipient/Unit	Funding	Project Title and Purpose
Dr. Michael R. Forstner Department of Biology	\$950,298 Texas Department of Transportation	Endangered Species Act (ESA) Compliance and Avoidance Monitoring During Construction and Maintenance The awarded funds will ensure federal regulatory compliance as required for minimization and avoidance resulting in harm to endangered species on TxDOT construction and maintenance projects.
Dr. John P. Blair Advanced Law Enforcement Rapid Response Training Center School of Criminal Justice	\$768,724 Texas Engineering Extension Service	ALERRT-Active Shooter Incident Management The awarded funds will be used to deliver a total of 40 active shooter incident management courses.

<p>Dr. Sandra West Moody Department of Biology</p>	<p>\$169,399 Supplement for Total Award of \$409,399 Texas Higher Education Coordinating Board</p>	<p>Mix It Up: Correlated Earth Science & Math for Grades 5-8 The awarded funds will support a program evaluation of a Texas Higher Education Coordinating Board funded Teacher Quality professional development (PD) project. The focus is generally on improving STEM education, but more realistically to determine if the project could create a PD model that would enable grades 4-10 science and math teachers to integrate their instruction of each discipline in each of their classrooms without a team-teach approach.</p>
<p>Dr. Hong Gu Kang Department of Biology</p>	<p>\$154,143 Supplement for Total Award of \$301,965 National Science Foundation</p>	<p>CAREER: Characterization of Epigenetic Factors and Their Regulatory Roles in Modulating Transposable Elements, Plant Immunity and Transgenerational Inheritance The awarded funds will investigate the regulatory role of epigenetic factors in defense responses and their associated transposable elements in plant immunity and adaptation to stress.</p>
<p>Dr. Todd Sherron Department of Occupational, Workforce & Leadership Studies</p>	<p>\$145,495 Texas Workforce Commission</p>	<p>College Credit for Heroes Phase V The awarded funds will be used to develop and host a statewide online Participatory Learning and Action (PLA) tool for evaluation, credit memos and transcripts. Texas State's PLA curriculum will be shared with the Commerce Clearing House partnership. A training boot camp will also be developed.</p>
<p>Dr. Garland R. Upchurch, Jr. Department of Biology</p>	<p>\$132,980 National Science Foundation</p>	<p>Collaborative Research: A Unique Window Into the Ecology of Cretaceous Forests During the Rise of Angiosperms The awarded funds will be used to analyze an exceptional set of mega-thermal floras from the Late Cretaceous Period to evaluate the contribution of groups of related organisms (clades) to forest structure and function.</p>
<p>Dr. Michael Clay Green Department of Biology</p>	<p>\$118,982 Texas Department of Transportation</p>	<p>Evaluating Effectiveness and Placement of Previously Constructed Ocelot Road Crossings in South Texas The awarded funds will be used to assess and evaluate the effectiveness of existing road crossings constructed for ocelots. An assessment of current ocelot crossing structures is needed to determine their potential for functionality and to help guide construction and placement of future crossing structures.</p>

Dr. Ivan Castro-Arellano Department of Biology	\$107,247 Texas Parks and Wildlife Department	Studying Impacts and Testing Strategies to Reduce Impact of Wind Energy on Bats and Birds in Texas The awarded funds will provide data related to the impact of wind turbine generators on fatalities of bat and bird species in South Texas.
Dr. Apan Muhammad Qasem Department of Computer Science	\$100,373 Supplement for Total Award of \$514,862 National Science Foundation	CAREER: Auto-tuning for Multi-core and Many-core Architectures: An Enhanced Feedback-Driven Approach The awarded funds will support undergraduate students in research. The goal is to formulate novel and efficient strategies for automatic performance tuning in order to harness the computational power of current and future high performance architectures.

INFORMATION TECHNOLOGY

In support of its mission as an Emerging Research University and in order to create an environment that fosters learning and information sharing, Texas State University runs a high speed network that connects it to other colleges and universities in The Texas State University System and around the state of Texas, to the Internet, and to the Internet-2 research and education network. This network takes advantage of services provided by the Lonestar Education and Research Network (LEARN) consortium, of which Texas State University is a member. The Texas State University campus in San Marcos is connected to the LEARN network in both Dallas and San Antonio, utilizing 10 Gigabit per second (Gbps) fiber optic circuits with geographic route diversity to protect against network outages and interruptions. Due to the constant growth of the university and the increasing popularity of high bandwidth applications such as high definition streaming video, the amount of network bandwidth used by Texas State University is growing at a rate of approximately 30 percent per year. To ensure the network has sufficient bandwidth to meet this demand, the Technology Resources department added a second 10-Gbps fiber optic circuit to connect with LEARN in Dallas during FY2017, and plans to add a second 10-Gbps circuit to San Antonio in FY2018. This additional bandwidth guarantees that faculty, students, and researchers at Texas State University will continue to enjoy the reliable high speed network they need in support of their education and research.

The Information Technology (IT) Division recently hosted the semi-annual LEARN Board of Directors meeting at the San Marcos Campus. The event brought together technology leaders from all major Texas Public Higher Education institutions, and included representatives from Texas community colleges and K-12 education centers. The meeting was preempted by a day-long cyber security workshop designed to educate Chief Information Officers and Information Security Officers on the latest security threats and mitigation strategies.

The IT Division is finalizing a two-year contract with Hootsuite, the social media management tool, that will allow anyone on campus to use the enterprise version of the software which includes scheduling, social listening, campaign planning, and advertising creation and monitoring. Hootsuite meets university information security standards and will be accessible using Texas State authentication protocols -- protecting personal and university data. More than 45 people and/or departments on campus have already committed to participating in the campus-wide agreement.

Instructional Technologies Support (ITS) is in its second year of implementation of a grant program designed to foster innovation and exploration of new technologies in instructional settings. Funded projects receive support and consultation services aimed at strengthening instructional design and technical implementation support. For the current cycle, funding was provided to projects aimed at supporting physics instruction via interactive programming blocks, allowing students to (1) model physics experiments, (2) push site-based delivery of student-created media to mobile devices using Bluetooth beacons; and (3) explore new media through digital production using 360 video, drones, and virtual reality.

The Texas State University Website Rodeo (Rodeo) was held on May 5, 2017. The goal of the Rodeo was to provide information and training regarding compliance with the American Disability Act for the editors of our 40 highest risk websites. It was a great success. There were 39 editors and six managers in attendance and eleven ITS and Office of Disability Services staff assisting at the Rodeo. We made 869 corrections/improvements to 53 university websites.

CAMPUS SPECIFIC ITEMS

Texas State hosted a scholarly symposium in April 2017 on the works and career of Sandra Cisneros at The Wittliff Collections. The symposium celebrated the opening of the Sandra Cisneros archive at The Wittliff, and also included a reading by Cisneros and a conversation between her and author John Phillip Santos.

Texas State's Dr. Ty Schepis, an associate professor in the Department of Psychology, was awarded a \$573,000, three-year Research Project Grant (R01) from the National Institutes of Health. The research study will examine the influence of school status on younger prescription misusers to identify the psychosocial and prescription drug misuse traits, allowing for targeted prevention and treatment interventions of more vulnerable misusers.

Texas State astronomer, physics professor and Texas State University System Regents' Professor, Dr. Donald Olson used his distinctive brand of celestial sleuthing to determine the iconic deep-space object, the Ring Nebula, was actually discovered by 18th-century French astronomer Charles Messier, and not Messier's contemporary, Antoine Darquier, as history records. Dr. Olson also examined the poem "Childe Harold's Pilgrimage" by renowned British Romantic poet Lord Byron and found that a star referenced as being seen in the evening sky near the moon was actually the

planet Jupiter. Furthermore, the spectacular evening sky described by Byron was likely caused by the 1815 volcanic eruption of Tambora.

Texas State professor Dr. Robert Habingreither was honored with the International Education Award by the Society of Manufacturing Engineers. Dr. Habingreither received the award in recognition of his 38 years of dedicated service to higher education, the profession of manufacturing engineering and engineering in general, as well as the education of countless young professional manufacturing engineers throughout his distinguished career.

Dr. Beverly Penn, professor in the School of Art and Design, was appointed by the Texas Legislature as the 2017 Texas State Visual Artist 3D. Additionally, the Texas Legislature appointed Texas State Distinguished Alumnus Mr. George Strait as the 2017 Texas State Musician.

Texas State professor Dr. Janet Bezner was selected as a 2017 Catherine Worthingham fellow by the American Physical Therapy Association. The fellowship is designed to honor a physical therapist or life physical therapist member of the association whose contributions to the profession through leadership, influence, and achievements demonstrate frequent and sustained efforts to advance the profession for a period of not less than 15 years preceding the nomination for election.

Two students from Texas State were selected for National Science Foundation graduate research fellowships, which are awarded to graduate or incoming graduate students in science, technology, engineering, and mathematics. Mr. Jared Coplin and Ms. Kristi Belcher were among 2,000 awardees, selected from more than 13,000 applicants.

Two Texas State theatre students won their respective divisions during the Kennedy Center American College Theatre Festival in Washington, D.C. Mr. T.J. Parker-Young won the Ken Ludwig National Scholarship for best body of work by a college playwright. First-year graduate student, Ms. Caitlin Turnage won the John S. Cauble Short Play Award for her one-act play *In a Dark Room, The Lord Knows*. Additionally, undergraduate acting student, Ms. Cambria Denim finished runner-up in the National Undergraduate Playwriting Award.

Ms. Lindzey Duval, a 2017 interior design graduate of Texas State University, was named the International Interior Design Association Student of the Year. The Student of the Year award recognizes a student association member whose insight, involvement, and leadership have significantly impacted his or her school's interior design program.

Texas State was named among "America's Best Employers" by *Forbes* magazine. The bi-weekly business magazine listed Texas State at No. 139 in the subcategory "Best Midsize Employers." The annual list of the 800 best employers in the nation includes 60 educational institutions overall.

Lamar Institute of Technology Presidential Board Briefing (August 2017)

Presidential Work Anniversary:

I celebrated my 1-year work anniversary July 17, and am so pleased with the progress LIT has made. To demonstrate their confidence in my leadership abilities, faculty/staff hosted a wonderful reception for me. This included a Selfie Station for photos with a life-sized 'cut out' of me. Jokingly, I guess now I can be twice as productive.

Dr. Paul and Connie Szuch (Attend Grand Opening):

President Emeritus Paul and Connie Szuch accepted my personal invitation to attend the grand opening of the new replacement Technology and Science Building (TS) and the renaming of the Paul and Connie Szuch Multi-Purpose Center (MPC). Dr. Szuch is the keynote speaker and the event is August 31 at 10:00 a.m.

LIT Town Hall Meeting:

Because LIT's enrollment has been falling -14% incrementally for the last 7-years and the number of African American students dropped -14.7% (in a single year), I called a special Town Hall Meeting (June 16) with faculty and staff (even those who were on summer break). Upon learning of this by way of a TSUS 2020 data report, we did not want to delay and immediately began putting in motion an institutional plan focusing on recruitment/retention/training at the individual staff/faculty level. These declining enrollment outcomes are serious concerns. We have begun to aggressively institute more accountability measures and review our academic programming to address them.

Budget & Finance:

Beginning my appointment in 2016, my aim was to move the institution to be more fiscally conservative, to institute a "reorg" (saved \$713,254), and strengthen budgeting practices. Due to these efforts and others, the -\$1,077,248 decrease in net position LIT was facing in 2016 was reconciled in less than a year and we have a positive current net position. Further, we can now give \$50,000 for one-time merit pay bonuses based on faculty/staff evaluations and help cover health insurance increases with a one-time payment for actual insurance cost. In terms of a budget approach, the institution seeks to reinvest resources back into strategic areas to help accomplish the TSUS 2020 Goals.

Recruitment and Retention:

- LIT has never had an Enrollment Management Plan; it takes into account students from prospects to graduates. Additionally, we are expanding the role of advisors to include recruiting, developing new marketing strategies to increase faculty/staff engagement, selecting a new Ad Agency (Alchemy), advertising in movie theaters, and placing a recruiting kiosk at Parkdale Mall.
- June 26, we welcomed about 40 K-12 students who are interested in the LIT/Silsbee Early College High School (ECHS). This ECHS began spring 2017. These visiting students got a better sense about the college, our faculty, and the various activities

and support services offered. We are excited at the opportunity to have this cohort and it will definitely build enrollment.

- Beginning in the fall 2017 semester, the LIT/Beaumont ISD Early College High School (ECHS) very first cohort of 100 at-risk students will begin enrolling in college-level courses. In addition, the BISD Austin Innovation Center Petroleum and Refining Academy will begin in the fall 2017 as the result of the \$375K TEA/TWC/THECB grant that LIT co-authored with BISD. LIT is working with BISD and the TEA to document this endeavor as a potential “model” implementation of an Innovative Academy/ECHS in Texas.

The Teaching and Learning Center (TLC):

With its launch in June 2017, LIT became the first TSUS 2-Year College to have its own Teaching and Learning Center (TLC). It is dedicated to professional development and training. The Center’s Executive Director, Dr. Angela Hill, has already begun providing Recruiting 101 training for all faculty and staff. A full array of other training opportunities are planned for later this summer. In terms of ‘leveraging’ this resource, I have already had conversations about sharing it with LSC-PA and LSC-O.

Department Chair Reapplying:

It is a very exciting time at LIT with opportunities for advancement for everyone. We are pleased with our current Department Chairs but wanted them to reapply, understanding there might be some undiscovered [internal] talent who could also help us take the College to the next level. Nine (9) applicants applied but 4 of the 5 previous chairs were selected. The value of this progress was a strong recommitment to the institutional mission and newly developed shared vision.

Student Success:

- 100% of Welding Students Passed: LIT has a premier welding program taught by faculty who have worked in industry for years. The ASME Pipe Certification test is the gold standard used to gain employment to high-paying jobs in the refineries of SE Texas. Congratulations to all 32 students that passed this very difficult test.
- National Leadership/Skills Contest: June 19–24 in Lexington, Kentucky, LIT students competed at the national SkillsUSA competition winning both a Silver Medal (Action Skills) and a Bronze Medal (Prepared Speech). As a technical college, this is a huge accomplishment.

Happenings on Campus:

- For the 2nd consecutive year, LIT has been named best technical college in the Southeast Texas area by readers of the Beaumont Enterprise!
- LIT held its first OSHA safety-training course for the Construction Industry on June 12. A \$100,000 donation from the Texas Mutual Insurance Company’s helped to pay for the tuition for industry employees. Course participants appreciated the training quality, appropriateness, instructor knowledge, and expertise!
- For 34 children in 3rd-12th grades, LIT held a MASTER (Math, Art, Science, Technology, Engineering, and Reading) Camp for the months of June and July. This is yet another

strategy to get school aged children on the campus to help develop in them a 'college-going-culture.'

Development/Foundation:

- LIT's 'Salute to the Real American Heroes' provides scholarships for public service and safety students and will be Sept. 7. Because of ExxonMobil, on Sept. 15, we added a new Charity Golf Tournament to be held at the Beaumont Country Club.
- The Smith-Hutson Scholarship awarded 10 scholarships to LIT students that will cover the cost of tuition, fees, and provides tutoring starting fall 2017.

Information Technology:

IT implemented Splunk network monitoring software in June to facilitate continuous monitoring, security incident handling, and network management. Windows 10/Office 2016 rollout began in July with high priority faculty offices, classrooms, and computer labs being completed in mid-August and non-priority classrooms, offices, and administrative areas being scheduled in the fall semester. LIT's main web site and student portal site (myLIT) is scheduled to be moved to LIT's Azure cloud environment in mid-August.



**LAMAR STATE COLLEGE--ORANGE
PRESIDENT'S BRIEFING
TSUS BOARD OF REGENTS
August 17-18, 2017**

CAPITAL PROJECTS

The ribbon cutting for our new multipurpose building, the Cypress Center, is scheduled for August 31. The contractor assures us that the building will be ready for students and faculty when classes begin on August 28. We also anticipate having our Workforce Education Building and our Welding Center available for use at that time.

There has been no movement on the possible acquisition of the building adjacent to campus that is owned by Capital One bank. The LSC-O Foundation has made contact with a member of the Capital One management team but have not received any feedback on the sale or donation of that property.

ENROLLMENT

Although we have not yet certified summer enrollment, it appears that our headcount numbers are down almost 3.5 percent. This decrease is in part due to our decision to be less aggressive in our summer scheduling. It also appears to reflect the fact that we are seeing fewer summer transient students than in past years. On a positive note, the early figures for fall enrollment show an increase over last year.

A preliminary analysis conducted in May by the consulting firm Ruffalo Noel Levitz identified several strategies that could improve our recruiting/marketing efforts and our student success numbers. We have engaged the firm to work with us during this coming year to implement their recommendations. The initial visits by our consultants are scheduled for August.

PLANNING/BUDGETING

Your agenda for this meeting includes the proposed FY18 budget for Lamar State College – Orange. This budget continues the conservative approach to financial management that the college has used in the past. Given our stagnant enrollment, our revenue projections assume a flat enrollment. The projections also incorporate a tuition/fee increase that was previously approved by the board and a reduction of approximately \$250,000 in our general revenue appropriation. The budget eliminates several staff and faculty positions in order to fund a new initiative in teaching technology and includes a few critical equity adjustments in staff salaries. The budget does not provide for a general salary increase for faculty and staff. It does contain a contingency account that could fund up to a three percent increase later in the year.

The decision to use or not use this contingency will come after we have analyzed the fall enrollment and obtained a feel for the spring numbers. Faculty and staff understand that the use of this fund is largely contingent on productivity as measured by student enrollment.

INSTITUTIONAL DEVELOPMENT

The Lamar State College – Orange Foundation has committed over \$150,000 in scholarship support for FY18. Additionally, the foundation is pursuing the acquisition of the Capital One bank property adjacent to the campus and exploring ways of helping students with the cost of text books.

INFORMATION TECHNOLOGY

The campus is installing approximately 100 computers for student use in the new Cypress Center and the renovated Workforce Education Building. The IT department is also configuring a training room to support the installation of the new Banner 9 software package. That upgrade is ongoing and on schedule. As part of our program to improve the security of our IT infrastructure, the IT department will be installing a new threat management gateway during FY18.

CAMPUS SPECIFIC ITEMS

- The campus has initiated a review and update of its strategic plan. One of the first steps in the process was a breakfast meeting with community leaders to get their assessment of the college and their thoughts on what our priorities should be for the next five to ten years. The next step in the process is to articulate a vision and mission for the college that will become the foundation for the college’s goals.
- Nine members of the LSC-O faculty are attending a five day workshop at Sam Houston this summer that focuses on instructional design. The objective is to make our faculty more comfortable with the latest course design technology and use these skills to improve the quality of our distance education courses/programs.
- The proposed budget provides for the position of Director of Learning Technology. This position will allow us to focus both energy and resources on improving the quality of instruction. This is part of our commitment to improving student success.
- As part of its workforce development program, Lamar State College – Orange received a Skills Development Fund grant for \$469,914 from the Texas Workforce Commission. The grant will provide skilled training for more than 200 workers at the Arlanxco Performance Elastomers facility in Orange.



LAMAR STATE COLLEGE PORT ARTHUR
President's Briefing
August 2017

CAPITAL IMPROVEMENTS

Construction of the Sheila McCarthy Umphrey Industrial Technology Center is underway. In spite of several days of inclement weather, the building is on schedule for completion the first week in August.

A ribbon-cutting ceremony has been scheduled for August 31st at 1 pm.

ACADEMIC AFFAIRS

Preparations are underway to welcome the second cohort of the Port Arthur ISD Early College High School (ECHS). One hundred 9th grade students were selected in May 2017 from 155 applicants. They will join over 90 returning 10th grade students from the first cohort. The 9th grade students will be enrolled in one college course this fall while the 10th grade students will be enrolled in two courses.

The ECHS offers a general academic plan leading to an Associate of Arts degree. The goal is for students to graduate with an associate degree or certificate and a high school diploma during the same semester. An additional 90-100 9th grade students are planned for each successive year until a capacity of up to 400 students in grades nine through twelve is reached in fall 2019.

The U.S. Department of Education has informed Lamar State College-Port Arthur that the new Second Chance Pell pilot program has been approved for a second year. Second Chance Pell is an initiative involving 67 colleges and universities across the nation to test whether participation in postsecondary education programs increases after expanding access to financial aid for incarcerated individuals. The pilot allows eligible incarcerated Americans to receive Pell Grants and pursue postsecondary education with the goal of helping them get jobs, support their families when they are released, and to reduce the risk of recidivism. The College was approved to award Pell Grants at the TDCJ Stiles Unit and two units at the Federal Correctional Complex-Beaumont (FCC) beginning with the spring 2017 semesters. Academic transfer courses leading to an associate degree were offered at all three units in January as well as technical education courses in automotive mechanics and heating and air conditioning at Stiles. A total of 113 Pell Grants have been awarded since January.

WORKFORCE TRAINING AND CONTINUING EDUCATION

The last quarter has been very busy for the Department of Workforce and Continuing Education. The Department has continued to offer Commercial Driver's License Training with classes opening in May, June, and July 2017.

The Intermediate Welding Certificate program continues to be popular and offered classes beginning in May, June, and July 2017.

The Department developed a new class in Professional Sales and Business Marketing. This 7-hour class was designed in conjunction with the local Chamber of Commerce in order to meet the needs of small business sales teams. The class was offered in May and again in June and dates for the Fall are already in planning. Tuition for students attending these classes was provided by funds from the Skills for Small Business Fund.

The Department designed a new class in Certified Nurse's Aide Training and a Class B Commercial Driver's License course designed to help students improve their English skills.

The Department has worked consistently with Port Arthur ISD regarding the need for faculty development. One 7-hour training for the PAISD 45-member executive team was offered this quarter in July 2017.

Two additional classes were planned in conjunction with PAISD this quarter, which will take place in August of 2017. Susan Zimmerman, author of *The Mosaic of Thought*, and Dr. J. Allen Queen, author of *The Block Scheduling Handbook*, will each be offering training on the 9th and 10th of August. Each speaker will be able to train up to 200 teachers in a large-group interactive format on each day of the training. Ms. Zimmerman will focus her training on the needs of teachers who work with students from Pre-K to grade five while Dr. Queen will present his training to teachers who work with students from grades 6–12.

INSTITUTIONAL EFFECTIVENESS

The Office of Institutional Effectiveness (OIE) continues to provide training for unit managers to complete their 2016-17 Assessment Reports and to start their respective 2017-18 Unit Plans. The OIE continues to research, review and draft the campus Strategic Plan, which will include the recently approved value and mission statements. The OIE is finalizing the 2016-17 Course Assessment Report, with scheduled training for instructional department heads and faculty to interpret the results, and implement the Use of Results Action Plans to demonstrate improvement in student learning outcomes. The OIE continues to develop the 2018 SACSCOC Fifth Year Interim Report timeline, align the selected 17 standards of the SACSCOC Principles of Accreditation to each responsible campus department, and schedule training using the Campus Labs/Compliance Assist program.

STUDENT SERVICES

Academic Advising and Retention

The Academic and Faculty Advisors have been busy advising and registering new and returning students for Summer and Fall Semesters. Our first two New Student Orientations have had record participation and the confirmed registrations for our final full length program are up significantly. The Orientation Program has received great participation and support from Faculty and Staff, resulting in a high energy, informational, program. An evening "Expedited-Orientation" will be held in August for students and families unable to attend during the day. Felicia McAdams, Director of Advising and Retention, participated in the NASPA Region III/SACSA Mid-Managers Institute in June in Atlanta.

Enrollment

We are pleased to report an increase in headcount for Summer I & II, which gives us the highest number of students enrolled in Summer school in four years. Applications, acceptances, and enrollments for new students are also up over 10% for Fall 2017, compared to this time last year. Efforts continue to interact with the community through participation in various College/Career Fairs, Home School Fair, and work with Communities in Schools.

Financial Aid

Second Chance Pell continues to be a time consuming and educational adventure for our Financial Aid Staff. Financial Aid has updated policies to strengthen Satisfactory Academic Progress requirements and expedite the appeal process. Webinars from the National Association of Student Financial Aid Administrators, as well as statewide workshops continue to provide our team with up to date professional development.

Admissions and Registration

Admissions and Records has reorganized following the reduction in staff of one employee, with cross-training and professional development activities helping the team maintain timely and effective service for our students. New changes in the admissions process are aimed at reducing application processing time, paper usage, and unnecessary barriers to registration for students. They continue to increase digital communications and providing 24/7 access and submission of paperwork through the website.

Student Activities

The Office of Student Activities has been working with the IT team to implement a new student ID system and equipment. Student Government has been meeting weekly with the Student Activities Assistant to identify and plan activities and events for the Fall Semester. During the summer, SGA and Student Activities have helped with New Student Orientation, Blood Drive, recruitment and scheduling, planning and implementation of the Fourth of July Celebration held on our campus. The Fourth of July Celebration at the Parker Center saw an increase in visitors compared to previous years, due in part to the addition of food trucks, local entertainment and games for children.

INFORMATION TECHNOLOGY SERVICES

Information Services

In the last quarter, Information Services installed 20 Ellucian and Texas Connection Consortium (TCC) software releases, made preparations to continue operations when TCC reduces its support of Banner 8 while institutions are moving Banner 9, and worked with TCC on upcoming changes for ERS and Texas Success Initiative.

Banner 9 has been brought up in a testing instance and is currently being tested within the ITS department. When all identified problems have been resolved key functional users will be included in this testing. Testing is also being done on the Ellucian Solution Manager tool, which will take on the automatic installation of most of the Ellucian/TCC releases.

Infrastructure Services

The Infrastructure Services Division focused its activities on the installation of new wireless access points in college buildings, replacing aging Cisco switches throughout the campus, determining the infrastructure needs of the new Industrial Technology Center, and engaging in a successful disaster recovery test in which all systems successfully "failed over" to our disaster recovery site at Texas State in San Marcos, Texas.

Infrastructure Services also improved the college's security for remote and network access using Global Protect Virtual Product Network (VPN), a component of our Palo Alto firewall, and DUO, a two-factor authentication service. Users who remotely access their computers from off-campus must have the Global Protect VPN client installed on their computers and DUO installed on their mobile devices to connect to our network and their office computers.

**Board of Regents
Texas State University System**

**LITIGATION REPORT
August 2017**

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|---|--|--|
| 1. <i>Beck v. TXST</i>
(June 2017)
Hays County | Personal Injury – Plaintiff alleges injuries received in football practices resulted in the loss of scholarship funds. | The University has filed its answer and discovery is underway. The NCAA is also a named defendant in this matter. |
| 2. <i>Bell v. LSCPA</i>
(July 2016)
Jefferson County | Personal Injury – Plaintiff, who is neither a student nor staff member, claims he was injured at the school’s fitness facility. | Discovery is underway. Delays caused by illness of Plaintiff’s attorney have resulted in a new trial setting in February 2018. |
| 3. <i>Campbell v. LIT</i>
(August 2014)
US Dist Ct, Beaumont | Civil Rights – Former student alleges discrimination, claiming LIT failed to accommodate his learning disabilities. | Plaintiff’s appeal with the U.S. Supreme Court was denied. This matter is now DISMISSED . |
| 4. <i>Jenkins v. LU</i>
(October 2014)
Jefferson County | Civil Rights – Professor claims promotion and tenure denial because he objected to use of the GRE in graduate admissions. | The court denied the University’s dismissal motion on May 25, 2017. We have filed an appeal and submitted briefing on it. |
| 5. <i>K.E. v. TXST</i>
(April 2015)
Hays County | Declaratory Judgment; Request for Injunction - KE seeks to reverse revocation of KE’s degree. | The University’s plea to the jurisdiction seeking dismissal was heard in April, 2016. We await the trial court’s decision. |
| 6. <i>Lopez v. TXST</i>
(May, 2010)
Hays County | Civil Rights – Ex-employee claims her termination was race-based and retaliatory. | Plaintiff’s retaliation claim was DISMISSED in December, 2014. We await a trial setting on her race discrimination claim. |
| 7. <i>Miller v. SHSU</i>
(October 2015)
US Dist Ct, Houston | Civil Rights – Former faculty member alleges sex and pay discrimination, hostile work environment and retaliation. | The University’s dismissal motion remains pending, despite a March 2017 hearing on other issues in the case. |
| 8. <i>Quinn v. TXST</i>
(November 2014)
Williamson County | Civil Rights – Ex-employee claims discrimination based on age, disability and retaliation by the School of Nursing. | University appealed the trial court’s denial of its dismissal motion. Briefs have been filed and we await the court’s decision. |
| 9. <i>Randle v. TXST</i>
(September 2014)
Hays County | Civil Rights – Former employee alleges her termination was discriminatory and based on age and retaliation. | This matter was settled through mediation and the parties have submitted a motion to DISMISS . We await the court’s order. |
| 10. <i>Tanner v. TXST</i>
(October 2016)
Hays County | Personal Injury – Plaintiff alleges she was injured when she was thrown from a golf cart driven by a TXST employee. | The University got the matter transferred from Travis to Hays County. The plaintiff has not properly served TXST and has taken no further actions in the case. |

LITIGATION REPORT
August 2017 (cont.)

11. **USOR Site PRP Group v. A&M Contractors, Inc., TSUS**
(May 2015)
US Dist. Ct., Houston

Superfund Site Cleanup – Case involves a former used oil processor and wastewater treatment facility in Pasadena, Texas, known as the U.S. Oil Recovery Superfund Site. Plaintiffs, a group of “potentially responsible parties” (PRPs) who signed an agreed order with EPA to clean up the Site, now seek to recover their costs from nearly 800 other PRPs, including petrochemical and oil companies, waste haulers (trucking and railroads), local and state governmental agencies and universities.

The Motion to Dismiss filed by TSUS, asserting that, under the Eleventh Amendment of the U.S. Constitution, no state may be sued in federal court by the citizens of another state, was denied on May 5, 2017. TSUS and other state agencies have filed an interlocutory appeal with the U.S. Court of Appeals for the Fifth Circuit.

Lawsuit filed on behalf of Sam Houston State University:

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 (ACC) 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 from the developer.

Discovery is ongoing, Depositions of Capstone and American Campus Communities’ corporate representatives were taken in December, 2016, and others were taken in April, 2017. Mediation was held on June 29, 2017, and settlement discussions are continuing. The trial is set for November, 2017 if the case does not settle. However, the defendant that performed the HVAC and electrical work on the dormitory has requested a continuance of the trial until June 4, 2018.

MEMORANDUM

TO: Student Advisory Board

FROM: Brian McCall, Ph.D., Chancellor

RE: Response to May 19, 2017, report to the Board of Regents

This memorandum responds to your May 19, 2017, 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.

Regents' Scholar Award

The Regents' Scholar Award was created in 2012 to recognize outstanding TSUS students based on their academic achievement, leadership abilities, and contributions to their institution and community. The guidelines for this award call upon the Chancellor to select each year's recipient from a pool of candidates nominated by the presidents of the component institutions.

Recognizing the value of student input in the selection process, I will ask the TSUS Foundation Board of Directors to consider amending the Regents' Scholar Award guidelines to establish an Evaluation Committee composed of the Vice Chancellor for Academic Affairs, the Executive Director of the TSUS Foundation, and at least one previous recipient of the award, if a previous recipient can be contacted. The Evaluation Committee's recommendation would be considered in the final step of the selection process.

TSUS Student Regent

The Student Regent position was created by the Texas Legislature and his or her rights as a member of the Board of Regents are described in *Education Code, Section 51.355(e)*. Specifically, the code states that a Student Regent has the right to attend and participate in meetings, except that he or she may not vote or make a second on any motion, and is not counted in determining whether a quorum exists. Expanding the rights of the Student Regent would require an act of the Legislature.

The Board of Regents has in the past authorized the System Administration to request statutory changes when the financial interests of the System or component institutions are at stake. The Board has not authorized such actions involving legislation with far-reaching impact, such as the composition and authority of governing boards.